

# Texas

## State Auto<sup>®</sup> Personal Auto Manual



**Home State County Mutual  
Insurance Company  
Personal Auto Manual  
TEXAS**

**This manual contains rules applicable to Automobile Liability and Physical Damage coverages for the insurance of Private Passenger Automobiles.**

**Refer to the policy or endorsement forms for details of the coverage for which rules are provided in this manual.**

**Changes in the manual rules will be announced. Information that includes the following symbol ( 🚗 ) indicates a change.**

## **GENERAL PHILOSOPHY**

We are in the business of providing insurance. This statement implies that coverage will be available to a broad cross section of the public at a reasonable cost, and the expectation of profitable operation for both our Agents and the Company.

While it is our intention to establish a premium structure with sufficient flexibility to accommodate most potential policyholders, certain behaviors displayed by individuals or characteristics built into vehicles have been shown from a statistical standpoint and/or from our underwriting experience to be indicative of such an increased propensity to loss that individuals or vehicles which present these behaviors and characteristics are not accepted.

It is important to note that State Auto's philosophy adheres to the spirit of any statutes pertaining to underwriting situations. Thus, to the extent any of the guidelines contained in this document are in conflict with applicable law, the guidelines should not be applied.

Beyond the general guidelines contained herein, we also recognize the importance of the Agent's role in the underwriting process. By virtue of personal contact with all applicants, the Agent is in a unique position to assess risk characteristics and exercise underwriting judgement in conformance with local law.

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## I – Program Offerings

State Auto provides broad automobile coverage with three separate offerings: **Standard** is our base offerings, **Protection Plus** is the second offering and **Premier** is our broadest offering.

Why is this an advantage for the insured?

We have made it easy by using the same risk eligibility for all three offerings. Insured qualify for any one of the offerings based on the general underwriting guidelines. The choice is the insured's on which level or tier of coverage best meets their needs.

### I.1 Standard –

The Standard offering is our base offering. From this base, you can build on to the coverage provided by the Personal Auto Policy, PP0001, with a portfolio of optional endorsements to suit your client's needs.

Optional Endorsements include:

**Auto Loan/Lease Coverage** - provides limited coverage for the difference between the unpaid amount due on a lease or financed new auto and the actual cash value of the auto.

**Custom Equipment Coverage** – provides coverage for custom equipment in or upon your covered auto.

**Optional Limits Transportation Expenses Coverage** – higher limits of coverage above the \$20 per day/\$600 maximum provided in the policy is available for temporary transportation expenses.

**Roadside Assistance Coverage** – policy level coverage that provides towing services as well as additional services such as vehicle extraction if stuck, battery jump start, changing of tires and lock out services.

## **I – Program Offerings (Cont'd)**

### **I.2 Protection Plus –**

The Protection Plus offering builds on the coverage provided by the Personal Auto Policy, PP0001, with the AUTOXtended® Plus endorsement that provides preselected coverages. You can further broaden the coverage provided to your client through optional endorsements:

#### **Accident Forgiveness –**

Insureds in the Protection Plus offering can receive forgiveness for the first chargeable at-fault accident in the experience period providing they meet the following criteria:

1. No prior chargeable accidents in the past 35 months for any rated driver; and
2. Insured has been with State Auto, under a policy that includes Standard, Protection Plus and Premier Offerings for five (5) years with no lapse.
3. Waiver of the accident will continue for the remainder of experience period as long as there are not additional chargeable at-fault accidents in the household.

#### **Violation Forgiveness –**

Insureds in the Protection Plus offering can receive forgiveness for the first chargeable minor or moderate violation in the experience period providing they meet the following criteria:

1. No prior chargeable minor or moderate violations in the past 35 months for any rated driver; and
2. Insured has been with State Auto under a policy that includes Standard, Protection Plus and Premier offerings for three (3) years with no lapse.
3. Waiver of the violation will continue for the remainder of experience period as long as there are not additional chargeable minor or moderate violations in the household.

#### **AUTOXtended® Plus Coverage:**

1. Bail Bonds - \$350.
2. Expenses incurred by "insured" for first aid to others at time of accident involving auto to which Liability Coverage applies.
3. Up to \$50 for reasonable expenses for attorney's fees.
4. Waiver of Collision deductible for some types of losses.
5. Waiver of Other Than Collision deductible for some types of losses.
6. Waiver of Uninsured Motorists Property Damage deductible.
7. Customizing Equipment - \$1,500.
8. Personal Effects - \$250.

## **I – Program Offerings (Cont'd)**

### **I.2 Protection Plus –(Cont'd)**

- 9. Pet Coverage - \$500.
- 10. Cellular Phone – actual cash value loss settlement up to \$500.
- 11. Global Positioning Systems – actual cash value loss settlement up to \$500.
- 12. Rented Vehicle Coverage.
- 13. Increased Transportation Expenses Coverage - \$10 per day/\$300 maximum.
- 14. Locksmith Services - \$250
- 15. Emergency Travel Expense - \$600.
- 16. Emergency Ambulance Expense - \$10,000.
- 17. Total Disability Wage Loss - \$200 per week/ maximum 50 weeks.
- 18. Death Indemnity - \$20,000 per insured/\$40,000 per accident.

#### **Optional Endorsements:**

**Auto Loan/Lease Coverage** - provides limited coverage for the difference between the unpaid amount due on a lease or financed new auto and the actual cash value of the auto.

**Auto Replacement Cost - Total Loss Plus<sup>SM</sup>** - provides replacement cost of "your covered auto" due to total loss when the age of "your covered auto" is less than two years. After two years, the limit of liability will be the lesser of the actual cash value of the same vehicle for one model year newer than "your covered auto" or 120% of the actual cash value of "your covered auto."

**Custom Equipment Coverage** – coverage above the \$1,500 provided in the AUTOxtended<sup>®</sup> Plus coverage endorsement can be purchased for custom equipment in or upon "your covered auto."

**Full Safety Glass Coverage** – provides full coverage for the repair or replacement of damaged safety equipment, without regard to the applicable Other Than Collision deductible. Safety equipment includes glass used in windshield, doors and windows plus glass, plastic or other material used in the vehicle's lights.

**Original Equipment Manufacturers Parts Coverage** – expands coverage under the policy from repair or replacement of property with other property of like kind and quality to the use of original equipment manufacturer parts in the repair of property when there is a loss to "your covered auto."



## **I – Program Offerings (Cont'd)**

### **I.2 Protection Plus –(Cont'd)**

**Optional Limits Transportation Expenses Coverage** – higher limits of coverage above the \$20 per day/\$600 maximum provided in the policy is available for temporary transportation expenses. This coverage is separate from the coverage offered in the AUTOXtended® Plus endorsement.

**Roadside Assistance Coverage** – policy level coverage that provides towing services as well as additional services such as extraction if stuck, battery jump start, changing tire and lock out services.

## **I – Program Offerings (Cont'd)**

### **I.3 Premier –**

The Premier offering builds on the coverage provided by the Personal Auto Policy, PP0001, with the AUTOXtended® Premier endorsement that provides preselected coverages. You can further broaden the coverage provided to your client through optional endorsements:

#### **Accident Forgiveness –**

Insureds in the Premier offering can receive forgiveness for the first chargeable at-fault accident in the experience period providing they meet the following criteria:

1. No prior chargeable accidents in the past 35 months for any rated driver; and
2. Insured has been with State Auto, under a policy that includes Standard, Protection Plus and Premier offerings for three (3) year with no lapse.
3. Waiver of the violation will continue for the remainder of experience period as long as there are not additional chargeable minor or moderate violations in the household.

#### **Violation Forgiveness –**

Insureds in the Premier offering can receive forgiveness for the first chargeable minor or moderate violation in the experience period providing they meet the following criteria:

1. No prior chargeable minor or moderate violations in the past 35 months for any rated driver; and
2. Insured has been with State Auto under a policy that includes Standard, Protection Plus and Premier offerings for one (1) year with no lapse.
3. Waiver of the violation will continue for the remainder of the experience period as long as there are not additional chargeable minor or moderate violations in the household.

#### **AUTOXtended® Premier Coverage:**

1. Bail Bonds - \$500.
2. Expenses incurred by "insured" for first aid to others at time of accident involving auto to which Liability Coverage applies.
3. Up to \$200 for reasonable expenses for attorney's fees.
4. Waiver of Collision deductible for some types of losses.
5. Waiver of Other Than Collision deductible for some types of losses.
6. Waiver of Uninsured Motorists Property Damage deductible.
7. Customizing Equipment - \$1,500.
8. Personal Effects - \$500.
9. Pet Coverage - \$750.

## **I – Program Offerings (Cont'd)**

### **I.3 Premier (Cont'd)-**

- 10. Cellular Phone – \$1,000.
- 11. Global Positioning Systems – \$1,000.
- 12. Rented Vehicle Coverage.
- 13. Increased Transportation Expenses Coverage - \$20 per day/\$600 maximum.
- 14. Locksmith Services - \$500
- 15. Emergency Travel Expense - \$600.
- 16. Emergency Ambulance Expense - \$25,000.
- 17. Total Disability Wage Loss - \$200 per week/ maximum 52 weeks.
- 18. Death Indemnity - \$50,000 per insured/\$100,000 per accident.

#### **Optional Endorsements:**

**Auto Loan/Lease Coverage** - provides limited coverage for the difference between the unpaid amount due on a lease or financed new auto and the actual cash value of the auto.

**Auto Replacement Cost - Total Loss Plus<sup>SM</sup>** - provides replacement cost of "your covered auto" due to total loss when the age of "your covered auto" is less than two years. After two years, the limit of liability will be the lesser of the actual cash value of the same vehicle for one model year newer than "your covered auto" or 120% of the actual cash value of "your covered auto."

**Custom Equipment Coverage** – coverage above the \$1,500 provided in the AUTOXtended<sup>®</sup> Premier coverage endorsement can be purchased for customizing equipment in or upon "your covered auto."

**Full safety Glass Coverage** – provides full coverage for the repair or replacement of damaged safety equipment, without regard to the applicable Other Than Collision deductible. Safety equipment includes glass used in windshield, doors and windows plus glass, plastic or other material used in the vehicle's lights.

**Original Equipment Manufacturers Parts Coverage** – expands coverage under the policy from repair or replacement of property with other property of like kind and quality to the use of original equipment manufacturer parts in the repair of property when there is a loss to "your covered auto."

**Optional Limits Transportation Expenses Coverage** – higher limits of coverage above the \$20 per day/\$600 maximum provided in the policy is available for temporary transportation expenses. This coverage is separate from the coverage offered in the AUTOXtended<sup>®</sup> Premier endorsement.

**Roadside Assistance Coverage** – policy level coverage that provides towing services as well as additional services such as extraction if stuck, battery jump start, changing tire and lock out services.

## II UNDERWRITING GUIDELINES

### II.1 - NEW BUSINESS UNDERWRITING GUIDELINES

|   |  |  |       |
|---|--|--|-------|
| All Vehicle Types   | Allowed Per Driver<br>(past 35 months)   | • At-Fault Accidents   | Two   |
|   |  | • Minor or Moderate Violations   | Two   |
|   |  | • Major Violation (No driver under 21 permitted to have a Major Violation in the past 59 months) | One   |
|   |  |  |       |
|   | Allowed Per Household<br>(past 35 months)  | • At-Fault Accidents   | Three |
|   |  | • Minor or Moderate Violations   | Four  |
|   |  | • Major Violation (No driver permitted to have more than one major violation in past 59 months)  | One   |
| • Total Incidents   |  | Four   |       |
| Drivers with driving experience of fifty-nine (59) years or greater with more than two incidents within the last thirty-five (35) months. |  |  |       |
|   |  |  |       |
| Additional Guidelines for Households with the following Vehicle Types:<br><br>Off Road Vehicles<br>Classic/Antique<br>Motorcycles         | Driving Record (past 35 months)  |  |       |
|   | Accidents (includes At-Fault above and below threshold, and Not At Fault) – No driver under age 21 is permitted an accident. Drivers age 21 and over are permitted one accident.     |  |       |
|   | Minor or Moderate Violations – No driver under age 21 is permitted to have a minor or moderate violation. Drivers age 21 and over are permitted one minor and/or moderate violation. |  |       |
|   | Major Violations – No driver is permitted to have a major violation.   |  |       |
|   |  |  |       |
| Incidents = includes at-fault accidents, not-at-fault accidents, other than collision claims, minor, moderate and major violations        |  |  |       |

## II UNDERWRITING GUIDELINES (Cont'd)

### II.2 - RENEWAL BUSINESS UNDERWRITING GUIDELINES

|   |  |   |       |
|---|--|---|-------|
| All Vehicle Types   | Allowed Per Driver<br>(past 35 months)   | • At-Fault Accidents  | Three |
|   |  | • Minor or Moderate Violations  | Three |
|   |  | • Major Violation within 59 months (No driver under 21 permitted to have a Major Violation in the past 59 months) | One   |
|   |  |   |       |
|   | Allowed Per Household<br>(past 35 months)  | • At-Fault Accidents  | Four  |
|   |  | • Minor or Moderate Violations  | Five  |
|   |  | • Major Violation (in the past 59 months)   | Two   |
|   |  | • Total Incidents   | Five  |
| Drivers with driving experience of fifty-nine (59) years or greater with more than three incidents within the last thirty-five (35) months. |  |   |       |
|   |  |   |       |
| Additional Guidelines for Households with the following Vehicle Types:  | Driving Record (past 35 months)  |   |       |
|   | Accidents (includes At-Fault above and below threshold, and Not At Fault) – Driver under age 21 is permitted one accident. Drivers age 21 and over are permitted two accidents.      |   |       |
|   | Minor or Moderate Violations – Driver under age 21 is permitted to have one minor or moderate violation. Drivers age 21 and over are permitted two minor and/or moderate violations. |   |       |
|   | Combination Accidents (includes At-Fault above and below threshold, and Not At Fault) and violations – Drivers are permitted two occurrences.  |   |       |
|   |  |   |       |
| Incidents = includes at-fault accidents, not-at-fault accidents, other than collision claims, minor, moderate and major violations          |  |   |       |

### **III - INELIGIBLE RISKS**

- Brokered Business in which the transaction is facilitated by a third party to the agent and insured.
- Named Insured is that of a Trust, Estate, Business or Limited Liability Company
- Any driver requesting an SR22 Financial Responsibility filing at new business
- Any driver requesting an SR-22 required as the result of a security deposit in a crash or default case that must be accompanied by form SR 22A, the risk is ineligible
- Operators of the following types:
  - Unlicensed drivers
  - Driver license status is: invalid, suspended, revoked, or cancelled
- Vehicles of the following types:
  - Vehicles garaged in a state in which State Auto does not operate
  - Trailers or Motor Homes leased/rented to others, or used as a permanent residence
  - Gray Market or Kit Car Vehicles
  - Driver Training Vehicles
  - Emergency Use Vehicles
  - Vehicles use for delivery purposes
  - Vehicles used in speed contests, races, or similar activities
  - Vehicles held by financial institutions, auto dealers, or discount houses
  - Mopeds, Motor Scooters or Motorbikes, ATVs, Golf carts, snowmobiles

## IV - BINDING AUTHORITY

The agent may bind coverage on any risk, which meets the eligibility guidelines, if:

1. The required application(s) and option selector(s) are fully completed, signed by the Named Insured and the Agent, and electronically received by the Company within seven (7) calendar days of the effective date of coverage.
2. The effective date will meet the following parameters from the original date quoted:
  - a. The quote date must be no more than forty five (45) calendar days in advance of the effective date.
3. Any necessary documents, such as grade cards, driving training certificates, etc. for verification purposes must be submitted to the Company, according to specific rules, or retained in the agent's file to be available for company audits.

**Hurricane Exposure** – Do not bind any new Other Than Collision coverage or reduce any Other Than Collision deductible when a windstorm designated as a tropical storm or hurricane by the U.S. Weather Bureau is in the Gulf of Mexico, or within the boundaries of 80 degrees West Longitude/ 20 degrees North Latitude and/or when a hurricane watch or warning has been given for your area.

## V – GENERAL RULES

### V.1 Definitions

#### A. Private Passenger Auto

1. A private passenger auto is a four wheel motor vehicle, other than a truck type, owned or leased under contract for a continuous period of at least six months, and
  - a. Not used as a public livery conveyance for passengers.
  - b. Not rented to others.
2. A motor vehicle that is a pickup or van shall be considered a private passenger auto, if it:
  - a. Has a Gross Vehicle Weight Rating of 10,000 lbs. or less, and
  - b. Is not used for the delivery or transportation of goods or materials unless such use is:
    - i. Incidental to the insured's business of installing, maintaining or repairing furnishings or equipment, or
    - ii. For farming or ranching.
3. A pickup or van used in the business of the United States Government, by an employee of the Government, shall be considered a private passenger auto only if:
  - a. It meets the conditions in 2.a and 2.b above; and
  - b. Coverage is limited in accordance with the **Federal Employees Using Autos in Government Business** endorsement **PP0301**.
4. A motor vehicle owned by a farm family co-partnership, or farm family corporation shall be considered a private passenger auto owned by two or more relatives who are residents of the same household if:
  - a. It is principally garaged on a farm or ranch, and
  - b. It otherwise meets the definitions in 1. And 2. Above.



## V – GENERAL RULES

### V.1 Definitions (Cont'd)

5. A motor vehicle owned by corporations, co-partnerships, unincorporated associations or other business entities may be considered a private passenger auto if:
    - a. The vehicle meets the conditions in 1. And 2. Above, or,
      - i. Permanently assigned to the insured; or,
      - ii. Only operated by the insured named in the declarations or family members who are residents of the same household
    - b. The vehicle does not require a State or Federal Motor Carrier Permit in order to be operated.
    - c. The corporation, co-partnership or unincorporated association owns or leases less than five licensed vehicles.
    - d. Use the **Owned Auto – Business Entity Endorsement, AU618TX.**
  6. A motor vehicle that is titled in the name of a Limited Liability Company (LLC), may be considered a private passenger auto, if the vehicle is:
    - a. A private passenger auto;
    - b. Pick-up or van with a gross vehicle weight of 10,000 pounds or less and not used for delivery or transportation of goods and materials;
    - c. The vehicle does not require state or federal motor carrier permit to be operated; and
    - d. The Limited Liability Company (LLC) owns or leases less than five (5) licensed vehicles.
- B. Auto** as used in this manual refers to a private passenger auto, pick up or van, or a vehicle considered as a private passenger auto.
- C. Liability** as used in this manual refers only to Combined Single Limits, Bodily Injury and Property Damage Coverages.
- D. Combined Single Limit Liability** as used in this manual refers to one limit of liability that covers both Bodily Injury and Property Damage

## V – GENERAL RULES

### V.1 Definitions (Cont'd)

- E. Owned** as used in this manual includes an auto leased under contract for a continuous period of at least six months. If an auto lease contract requires the lessee to provide primary insurance for the lessor, attach the **Additional Insured – Lessor Endorsement PP0319**
- F. Gross Vehicle Weight Rating** as used in this manual refers to the maximum loaded weight for which a single vehicle is designed, as specified by the manufacturer

## V – GENERAL RULES

### V.2 Eligibility Requirements

A Personal Auto Policy shall be used to afford coverage to:

- A.** Private passenger autos and motor vehicles meeting the definition of private passenger autos, if they are written on a specified auto basis; and
  1. They are owned by an individual or an individual and spouse who are residents in the same household; or
  2. Are owned jointly by two or more:
    - a.** Relatives other than an individual and spouse; or
    - b.** Resident individuals; or
    - c.** Non-resident relatives if the **Joint Ownership Coverage endorsement PP2327** is attached. Refer to the endorsement for the extent of coverage.
  3. Are owned by the grantor of the trust who must be:
    - a.** An individual or an individual and spouse; and
    - b.** The only named insured(s) shown in the declarations.
    - c.** All vehicles insured under the policy must be owned by the trust
    - d.** A vehicle owned by a trust, in which the grantor is a corporate entity, is not eligible under the Personal Auto Program but may be written under a commercial auto policy.
    - e.** The **Trust Endorsement PP1303** must be attached.
- B.** Motorcycles, and motor homes, types are eligible if:
  1. They are written on a specified vehicle basis,
  2. They are owned by an individual, or an individual and spouse who are residents of the same household, or by two or more resident relatives; and
  3. Coverage is limited in accordance with the **Miscellaneous Type Vehicle PP2326**.
- C.** A named individual who does not own an auto. The **Named Non-Owner Coverage Endorsement PP1391** must be attached.
- D.** Autos held in a Limited Liability Company (LLC) are eligible if;
  1. A private passenger auto;
  2. Pick-up or van with a gross vehicle weight of 10,000 pounds or less and not used for delivery or transportation of goods and materials;

## V – GENERAL RULES

### V.2 Eligibility Requirements (Cont'd)

3. The vehicle does not require a state or federal motor carrier permit to be operated; and
4. The Limited Liability Company (LLC) owns or leases less than five (5) licensed vehicles.

The Limited Liability Company (LLC) will be written as an additional insured using the **1A Basic** to provide liability coverage and the **PP0305 Loss Payable Clause** to provide physical damage.

#### E. Personal Injury Protection Coverage

##### 1. Owners

- a. Personal Injury Protection Coverage shall be afforded under every auto liability insurance policy covering a motor vehicle delivered or issued for delivery in Texas. In accordance with the Texas Motor Vehicle Law, a motor vehicle means a:

- i. Self- propelled vehicle designed for use on a highway;
- ii. Trailer or semi-trailer designed for use with a self-propelled vehicle; or
- iii. Vehicle propelled by electric power obtained from overhead wires, but not operated on rails.

However, motor vehicle does not include traction engines, road rollers or graders, tractor cranes, power shovels, well drillers or implements of husbandry.

- b. The named insured may reject Personal Injury Protection Coverage in writing. If the named insured has rejected Personal Injury Protection Coverage, the coverage need not be provided under a subsequent renewal or reinstatement policy previously issued to that named insured by the same insurer or by an affiliated insurer unless the named insured subsequently requests the coverage in writing.

## V.2 Eligibility Requirements (Cont'd)

### 2. Non-Owners

Personal Injury Protection Coverage may be made available under a Named Non-Owner Policy. [Refer to Optional Coverages, Rule IX.8. Named Non-Owner Coverage](#)

### 3. Limits of Liability

The minimum limit of liability for Personal Injury Protection Coverage is \$2,500 for each person per accident. The \$2,500 limit applies to all Personal Injury Protection Coverage benefits, in the aggregate, for each person. [Refer to Increased Liability Limits, Rule IX.7 for increased limit options.](#)

### 4. Endorsement

Attach the **Personal Injury Protection Coverage Endorsement, PP0598** to the policy.

## V – GENERAL RULES

### V.3 Classifications

(Refer to Section C for definitions of terms used in these rules.)

**A. Driver Classification/Driver Factor Averaging** – These rules apply only to Private Passenger Auto vehicle types, Classic Autos-Regular Use, Named Non-Owner, Motor Homes and Motorcycles.

**1. For Private Passenger Auto vehicle types, Motor Homes, Classic Autos – Regular Use and Named Non-Owner –**

- a.** An average driver factor will be developed at a coverage level and applied to the premium calculation for Combined Single Limit Liability, Bodily Injury, Property Damage, Medical Payments, Personal Injury Protection, Uninsured Motorist, Underinsured Motorists, Other Than Collision and Collision coverage for each of these vehicle types listed on the policy.
- b.** The average driver factor will be based on the age, gender, and marital status for each rated resident operator plus the following:
  - i.** For drivers less than 21 year, eligibility of driver training, good student and distant student discounts.
  - ii.** For drivers 21 years of age and older, eligibility of accident prevention course discount.
  - iii.** Chargeable Minor, moderate and major violations in the past 35 months. Refer to the Safe Driver Insurance Plan for chargeable violations and point assignments.
  - iv.** Chargeable at-fault accidents in the past 35 months. Refer to the safe Driver Insurance Plan for Chargeable at-fault accidents and point assignments.
  - v.** Financial Stability rating.
  - vi.** Foreign or International licensed driver or any driver with an unverifiable driving record.
- c.** Changes to the average driver factor will be adjusted on a pro-rated basis when changes to the items listed in A.1.b. are made. This includes the addition or deletion of a rated resident operator during the policy term.
  - i.** A policy shall not be changed mid-term because of the attained age of an operator of the auto.

## V – GENERAL RULES

### V.3 Classifications (Cont'd)

- ii. A policy shall not be changed mid-term to affect a change in the Driving Record for an existing assigned operator for accidents or violations.

#### 2. For MotorCycles –

- a. Assign the rated resident operator to the motorcycle principally operated.
  - i. If there are more motorcycles than operators, assign remaining operators to the additional motorcycles.
- b. Premium calculation for Combined Single Limit Liability, Bodily Injury, Property Damage, Medical Payments, Personal Injury Protection, Uninsured Motorist, Underinsured Motorists, Other Than Collision and Collision coverage for each of the motorcycle will be based on the assigned resident operator for the following:
  - i. For drivers 21 years of age and older, eligibility of accident prevention course discount.
  - ii. Financial Stability rating.
- c. Changes to the Driver Factor will be adjusted on a pro-rated basis when changes to the items listed in A.2.b. are made. This includes the addition or deletion of an assigned rated resident operator during the policy term.
  - i. A policy shall not be changed mid-term because of the attained age of an operator of the motorcycle.

**B. Vehicle Use** – Assign use classification based on the primary use of the vehicle. (Does not apply to Motorcycles.)

#### C. Definitions

##### 1. Use Classifications

- a. **Business Use** means – that the use of the auto is required by or customarily involved in the duties of the applicant or any other person customarily operating the auto, in an occupation, profession or business, other than going to or from the principal place of occupation, profession or business.

**“Artisan Use”** vehicle may be considered for a business use classification if it meets the following definition of “artisan use”:

## V – GENERAL RULES

### V.3 Classifications (Cont'd)

- A private passenger auto, pick-up style truck or van that is used to carry tools or supplies between the insured's home and job sites. The usage of these vehicles is such that:
  - On average, no more than 3 job sites are visited on a daily basis
  - There is no pick up or delivery of any goods or property. This includes incidental and occasional use.
  - There is no transportation of any explosives, flammable, or otherwise hazardous material or equipment.
- The only operators of "artisan use" vehicles are the named insured, spouse or resident family member.
- No more than two "artisan use" vehicles are permitted per household.
- b. Farm Use** means – the auto is principally garaged on a farm or ranch; and
  - i.** It is not customarily used in going to or from work other than farming or ranching, or driving to or from school; and
  - ii.** It is not customarily used in any occupation other than farming or ranching.
- c. Pleasure Use** means –
  - i.** No Business Use.
  - ii.** Personal use including driving to or from work or school
    - a. Less than three road miles one way; and
    - b. Three or more, but less than fifteen, road miles one way if such usage is not more than two days per week or not more than two weeks in any five-week period.
- d. Commute Use** means –
  - i.** No Business Use.
  - ii.** Personal use including driving to or from work or school three or more road miles one way more than two days per week or more than two weeks in any five-week period.
- e.** An auto driven part way to or from work or school, such as to a railroad or bus depot, whether or not the auto is parked at the depot during that day, shall be considered as **Pleasure use** or **Commute Use**.



## V – GENERAL RULES (Cont'd)

### V.3 Classifications (Cont'd)

- f. An auto used in the business of the U.S. Government by one of its employees may be classified and rated as **Pleasure use** or **Commute Use** when the **Federal Employees Using Autos in Government Business Endorsement PP0301** is used to limit coverage.

#### 2. Age and Marital Status Classifications

- a. **Age** means the age attained on the last birthday.
- b. **Married** means –
- i. a married person living with their spouse;
  - ii. a person who is widowed
  - iii. an unmarried driver, but only if such person has custody of one or more resident children; and
  - iv. domestic partners, which means –
    - a. persons recognized in civil unions;
    - b. persons in common law marriages; or
    - c. persons in a relationship who are both 18 years of age or older, not related by blood or marriage, and who have been in a committed relationship of mutual interdependency
- c. **Resident** means anyone residing in the same household.
- Exceptions:
- A person in active military service with the armed forces of the United States of America is not considered a resident in the applicant's household unless this person customarily operates the auto.
  - **Away at School Youthful Operators** – if a youthful operator is a full-time student residing at an educational institution away from home and from the auto's place of principal garaging, they shall be considered a resident of the household. A discount is applicable if the student meets the eligibility criteria outlined in the **Distant Student Discount** manual rule.

## V – GENERAL RULES (Cont'd)

### V.3 Classifications (Cont'd)

**D.** For **Private Passenger Autos** owned by corporations, co-partnerships, or unincorporated associations, that don't qualify for **the Owned Auto – Business Entity Endorsement, AU618TX**, refer to the State Auto Commercial Automobile Manual.

- 1.** For corporations, co-partnerships, unincorporated associations, or other business entities, vehicles shall be classified and rated in accordance with Classifications Section A., if the vehicle meets the definition of Private Passenger Auto. Request **Owned Auto – Business Entity Endorsement AU618TX**.

**Note:** The liability interest of the business may be covered by attaching the 1A-Basic Additional Interest Endorsement. The physical damage interest in the vehicle may be provided through listing the business as a loss payee. The business cannot be added as a named insured.

- 2.** For farm family co-partnerships or farm family corporations: An owned private passenger auto principally garaged on a farm or ranch shall be rated in accordance with V.3 Classifications Section A., provided the vehicle is :
  - a.** Not experience rated; and
  - b.** Not used in any occupation other than farming or ranching; or
  - c.** Used only as "commute use" for driving to or from work.
- 3.** For Private Passenger Autos titled in the name of a Limited Liability Company (LLC), vehicles shall be rated in accordance with V.3 Classifications Section A., if the vehicle meets the definition of Private Passenger Auto.

## V – GENERAL RULES

### V.4 Symbol Determination

- A.** Refer to ISO Risk Analyzer symbol for vehicle. Separate symbols will apply for Liability (BI, PD, or CSL), Medical Payments, Personal Injury Protection, Other Than Collision Coverage and Collision Coverage.
- B.** If a Private Passenger vehicle does not have ISO Risk Analyzer Symbols established, use the following procedures to determine symbols:
  - 1.** If a Prior Model Year version of the vehicle has not been symbolled or does not exist, or if the model year is prior to 1981;
    - i. Default the CSL, BI, PD, MP, PIP symbols to neutral (1.00 factor)
    - ii. Determine the first character of the Physical Damage Symbols by using the Cost New of the vehicle, and default the second character to neutral (1.00 factor). For model years prior to 1981, assume the Cost New is less than \$12,500.
  - 2.** For any miscellaneous type vehicle that uses Symbol in the Physical Damage rating algorithms, base the first character on Stated Amount (for Classic/Antiques) or on Cost New (for other types). Default the second character to neutral (1.00 factor).

## V – GENERAL RULES

### V.5 Program Rules

#### A. Changes Requiring Premium Adjustments

1. All changes requiring premium adjustments shall be computed pro-rata
2. If an auto or a form of coverage that was canceled from a policy at the request of the insured is reinstated within 30 days, the premium shall be the same as the amount that was returned at the time of cancellation.

**B. Cancellation:** if a policy, vehicle or form of coverage is canceled by the company or by the insured, the returned premium is computed pro-rata

**C. Reinstatements:** (no lapse in coverage) will be considered on a prior approval basis. A statement of No Losses (**ACORD 37**) form must be completed and received by the company prior to any reinstatement. A rewrite of a policy that has lapsed for non-payment of premium is considered a reinstatement of coverage. If an insured makes payment on a policy lapsed for non-payment within sixty days of the cancellation date of the policy, coverage may be re-instated in compliance with V.T.C.A., Insurance Code Section 551.106. Coverage under the policy lapses on the date of cancellation and is not again effective until the date the payment is received. A nonrefundable reinstatement fee will be charged each time a policy is reinstated.

#### D. Automobile Burglary And Theft Prevention Authority Fee

1. Texas Civil Statutes, Article 4413(37),§10. requires each insurer to pay a fee of \$2.00 per motor vehicle year to the Automobile Burglary And Theft Prevention Authority. Each insurer is authorized to recoup this fee from the policyholder
2. Any insurer recouping the fee from the policyholder as authorized by Section (a) of 28 Texas Administrative Code Section 5.205, must include on or with each motor vehicle policy providing primary liability coverage delivered, issued for delivery, or renewed in this state a notice.
3. All automobile policies providing primary liability coverages shall be assessed the \$2.00 fee for annual policies (\$1.00 for six month policies) per motor vehicle except for Named Non-Owner policies or Extended Non-Owned policies.

## **V – GENERAL RULES**

### **V.5 Program Rules (Cont'd)**

#### **E. Consumer Bill Of Rights**

All insurers writing personal auto insurance policies must provide with each new policy of personal auto insurance a copy of the Department's promulgated "Consumer Bill of Rights for Personal Automobile Insurance." The Consumer Bill of Rights shall accompany each renewal notice for personal auto insurance unless the current version of the Bill of Rights has been previously provided to the insured by the insurer. The Bill of Rights must appear in no less than 10-point type and be on separate pages with no other text on those pages. The Department-promulgated Spanish language version of the Consumer Bill of Rights must be made available if requested by the insured.

## VI – SAFE DRIVER INSURANCE PLAN (SDIP)

A. **Eligibility** – an auto is eligible for rating under this plan if it is:

- a. Owned by an individual or an individual and spouse who are residents in the same household, or owned jointly by two or more relatives or resident individuals;
- b. Owned by a family partnership or family corporation, provided the vehicle is:
  - i. Garaged on a farm or ranch; and
  - ii. Not rated as part of a fleet; and
  - iii. Not used in any occupation other than farming or ranching.
- c. Owned by a corporation, co-partnership, unincorporated association or other business entity and has the **Owned Auto – Business Entity Endorsement AU618TX** attached.

B. **Definitions**

a. **Driving Record Points**

- i. **Convictions** – Minor, Moderate and Major Violation points shall be assigned for convictions during the experience period for motor vehicle violations of the applicant or any other current resident operator. The rate impact of the violation points varies depending on the count and the age of the incident(s).

- 1. Minor Violation Point will be assigned for the conviction of speeding (other than those identified as major violations) violation and other convictions for license and registration infractions;
- 2. Major Violation Point will be assigned for the conviction of:
  - A. Driving a motor vehicle in a public place while under the influence of alcohol, controlled substance, drugs or any combination of two or more of these substances; or
  - B. Driving with an open container; or
  - C. Homicide, assault or felony with a motor vehicle; or
  - D. Failure to stop and report when involved in an accident; or
  - E. Criminally negligent operation of a motor vehicle; or
  - F. Involuntary manslaughter; or
  - G. Hit and run; or
  - H. Refusal to submit to the taking of a specimen of the person's breath or blood for analysis; or

## VI – SAFE DRIVER INSURANCE PLAN (SDIP)

- I.** Driving while license suspended; or
  - J.** Driving without a valid driver's or operator's license in force (no point will be charged for a conviction of failure to have a motorcycle operator's endorsement provided the operator has an otherwise valid driver's or operator's license)
- 3.** Moderate Violation Point will be assigned for other moving violations not classified as a Major or Minor violation.
- ii. Accidents** – accident points shall be assigned for each accident that occurred during the experience period involving the applicant or any current resident operator, while operating an auto. The rate impact of the accident points varies depending on the count and the age of the incident(s).
  - 1.** Accident Point is assigned for each auto accident that results in:
    - A.** Bodily Injury or Death; or
    - B.** Total damage to all property including his or her own in excess of \$1,000 if not covered by insurance or when payment in excess of \$1,000 is made by the insurer.

### **Exceptions to Accident Surcharges:**

- a. Auto lawfully parked (if the parked vehicle rolls from the parked position, then any such accident is charged to the person who parked the auto);
- b. The applicant, owner or other resident operator reimbursed by, or on behalf of, a person who is responsible for the accident or has a judgement against such person;
- c. Auto is struck in the rear by another vehicle and the applicant or other resident operator has not been convicted of a moving traffic violation in connection with this accident;
- d. Operator of the other auto involved in the accident was convicted of a moving traffic violation and the applicant or resident operator was not convicted of a moving traffic violation in connection with the accident;

## **VI – SAFE DRIVER INSURANCE PLAN (SDIP)**

- e. Auto operated by the applicant or any resident operator is struck by a “hit-and-run” vehicle, if the accident is reported to the proper authority within 24 hours by the applicant or resident operator;
- f. Accidents involving damage by contact with animals or fowl;
- g. Accidents involving Physical Damage, limited to and caused by flying gravel, missiles, or falling objects;
- h. Accidents occurring when using auto in response to an emergency if the operator of the auto at the time of the accident was a paid or volunteer member of any Police or Fire Department, First Aid Squad, or any law enforcement agency. This exception does not include an accident occurring after the auto ceases to be used in response to such emergency.
- i. The applicant owner or other resident operator receives payment under Personal Injury Protection Coverage where such individual is not at fault.

**iii. Refund of Surcharged Premium** – if a point has been assigned for an accident and it is later determined that the accident falls under one of the exceptions in this rule; the company shall refund to the insured the increased portion of the premium generated by the accident.

**b. Experience Period** – the experience period shall be the thirty-five (35) months prior to the effective date of the policy for both new and renewal policies.

### **C. Administration of SDIP**

#### **a. New Business**

- i. Initial information necessary to assign the proper driving record points shall be obtained from an application signed personally by the applicant.
- ii. The signature of the applicant on all applications received from an agent shall be certified by such agent.
- iii. CLUE reports and Motor Vehicle records will be obtained to assign driving record points.



## **VI – SAFE DRIVER INSURANCE PLAN (SDIP)**

- b. Renewal Business** – Information necessary to assign proper renewal driving record points shall be determined from any one or combination of the following:
  - i.** Company's own records; or
  - ii.** Motor Vehicle records; or
  - iii.** An application signed by the applicant and producer.
- c.** When multiple charges result from the same occurrence, apply only the highest rated charge
- d.** Violation and Accidents points will not be assigned for operators that are listed but not rated or excluded.

## **VII – PAYMENT OPTIONS**

### **A. Policy Terms**

- a. 6 Month** (Semi-Annual)
- b. 12 months** (Annual)

### **B. Billing Method Types:**

- a. EFT:** Electronic Funds Transfer offers automated withdrawals from insured's bank account.
- b. Credit Card:** offers automated withdrawals from insured's credit card.

### **C. Billing Methods:**

- a. Account Bill:** Multi policy account bill where we will bill all of your State Auto policies together, except for any policies that are to be paid by an escrow account (billed to a mortgage company).
  - i.** All policies will share a common deduction/withdrawal date each month, according to the payment plan selected for each policy. The deduction/withdrawal date will be determined by the policy effective date of the first policy issued for the account.

### **D. Billing Notifications:**

- a.** Insured is notified the amount of the first deduction 14 days in advance and of any policy premium changes, thereafter.

### **E. Pay Plan Options:**

- a. Full Pay**
- b. Monthly**
- c. Semi-Annual** (Two Pay – available to 12 month (annual) policy terms only)

### **F. Billing Fees:**

- a. EFT:** \$0.00
- b. Credit Card:** \$0.00
- c. Full Pay:** \$0.00
- d.** The required down payment premium, due at inception of policy term, must accompany the new business submission.

### **G. Additional Billing Fees** may be assessed:

- a. NSF** (Returned Payment/Non-sufficient Funds) Fee: A non-sufficient funds fee of \$25 will be charged on all returned payments if returned for insufficient funds.

## VIII – DISCOUNTS AND CHARGES

### VIII.1 Accident Prevention Course Discount

- A.** The Accident Prevention Course Discount is applicable when the following are true:
- a.** The auto is classified and rated as a private passenger auto, motor Home, Regular Use Classic/Antique Auto or Motorcycle.
  - b.** The driver is at least 21 or older with an active license.
  - c.** The “Insured”:
    - i. Has successfully completed a driver improvement course as described below; and
    - ii. Presents a course completion certificate, dated within the most recent 36 months, certifying the successful completion of:
      - 1. Any driving safety course approved by the Texas Education Agency (TEA) (including the State Board of Education or the Commissioner of Education) and taught through a TEA approved school or course provider (or a contractually authorized user of its course) under Texas Civil Statutes, Article 4413 (29c).
      - 2. A driving safety course described in this paragraph and taught through an organization that has 50,000 or more members, qualifies for a tax exemption under Section 501(a), Internal Revenue Code of 1986 (26 U.S.C. Section 501(a)), based on being listed under Section 501(c)(4), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(4)), and conducts for its member and other individuals who are at least 50 years of age a driving safety course that is not used for purposes of former Section 143A, Uniform Act Regulating Traffic on Highways (Article 6701d, Vernon’s Texas Civil Statutes), now the Transportation Code, Title 7, Sections 543.101 et seq.

## **VIII – DISCOUNTS AND CHARGES**

### **VIII.1 Accident Prevention Course Discount (Cont'd)**

- B.** This Discount shall not apply:
  - a.** An operator of that vehicle was required by a court order or sentence to enroll in the course.
- C.** The credit shall apply for a period of 36 months subsequent to the date of issuance of the certificate of completion. Following such 36 month period, in order to again qualify for such credit, the course must be again successfully completed and evidence again presented to the Company.

## VIII – DISCOUNTS AND CHARGES

### VIII.2 Anti-Theft Device Discount

- A.** These discounts apply to other than collision coverage only. To qualify, the vehicle must be equipped with;

- a.** A hood lock which can be released only from inside the vehicle; and
- b.** A device meeting the criteria of either paragraph B or C below

If a vehicle is equipped with more than one qualifying device, only the single highest discount shall apply.

**B. Alarm ONLY and Active Disabling Devices**

- a.** A discount on Other Than Collision Coverage shall be afforded on all vehicles equipped with either alarm only devices which sound an audible alarm that can be heard at a distance of at least 300 feet for a minimum of three minutes, or active disabling devices which disable the vehicle by making the fuel, ignition or starting system inoperative. A disabling device is categorized as active if a separate manual step is required to engage the device. A manual step includes turning the alarm on or locking the doors which activates an alarm.

**C. Passive Disabling Devices**

- a.** A greater discount on Other Than Collision Coverage shall be afforded on vehicles equipped with passive disabling devices which disable the vehicle by making the fuel, ignition or starting system inoperative. A disabling device is categorized as passive if a separate manual step is NOT required to engage the device. A manual step includes turning the alarm on or locking the doors which activates the alarm.

## VIII – DISCOUNTS AND CHARGES

### VIII.3 Distant Student Discount

- A. A Distant Student Discount** will be available when the following are true:
- a.** Any licensed single driver is under the age of 25
  - b.** Is a child of the primary named insured
  - c.** The child does not have regular access to a vehicle
  - d.** The child is at school at least 100 miles from the nearest garaging zip code show on the policy.

## **VIII – DISCOUNTS AND CHARGES**

### **VIII.4 Driver Training Discount**

- A.** The applicable Driver Training Discount applies to each Youthful Operator under 21 years of age where “Satisfactory Evidence” is presented that such operator has successfully completed a driver education course meeting the following standards:
- a. The course included a minimum of 30 clock hours of classroom instruction plus a minimum of six clock hours of actual driving experience per student. These requirements may be met in either of the following ways:
    - i. A minimum of six clock hours per student of actual driving experience exclusive of observation time in the car.

In this case, part of the required 30 clock hours of classroom instruction can be met by the time spent in an approved simulated practice driving trainer.

Use of the driving trainer must be authorized by the State Department of Education or other responsible educational agency.
    - ii. A minimum of three clock hours per student of actual driving experience exclusive of observation time in the car; and
    - iii. A minimum of 12 clock hours per student in an approved practice driving trainer.

In this case only time spent in excess of 12 clock hours may be counted as part of the required 30 clock hours of classroom instruction.
  - b. The course was conducted by instructors certified by the State Department of Education or other responsible educational agency; and
  - c. The course was conducted by a recognized secondary school, college or university and had the approval of the State Department of Education or other responsible educational agency; or
  - d. The course was conducted by other schools, and such course and school had the approval and supervision of the State Department of Education or other responsible educational agency; or

## **VIII – DISCOUNTS AND CHARGES**

### **VIII.4 Driver Training Discount**

- e. The course was conducted by a commercial driving school under the jurisdiction of the Motor Vehicle Department, provided that by Statute or Regulation such school meets the same requirements as schools having official sanction from the responsible state educational agency.
- f. "Satisfactory Evidence" is a certificate signed by a school official certifying to the fulfillment of the requirements in A, B, C, D, or E above.



## VIII – DISCOUNTS AND CHARGES

### VIII.5 Good Student Discount

- A.** The Good Student Discount applies provided:
  - a.** The driver is at least 16 year of age, but not more than 24 years of age
  - b.** A full time high school or home schooled, college or university student
  - c.** A graduate of college or university
- B.** A certified statement from a school official must be presented to the company at the time the discount is originally applied. The discount may also be applied upon graduation from a high school, college or university indicating that the student has met one of the following requirements during the immediately preceding school semester.
  - a.** Is in the upper 20% of his/her class scholastically; or
  - b.** Maintains a "B" average, or its equivalent. (If the letter grade cannot be averaged then no grade can be below a "B")
  - c.** When in a school maintaining a numerical grade, must have at least a 3 in a 4, 3, 2, 1 point system or its equivalent.
  - d.** Student is included in a "Dean's List", "Honor Roll" or comparable list indicating scholastic achievement.
  - e.** Home schooled students only must have scored in the upper 20% of one of the following:
    - i. PSAT
    - ii. PACT
    - iii. SAT-1
    - iv. ACT
    - v. Iowa Test of Basic Skills
    - vi. California Achievement Test
- C.** A discount change resulting from a change in the scholastic standing of the student cannot be affected between renewal dates of the policy.

## VIII – DISCOUNTS AND CHARGES

### VIII.6 Multi-Car Discount

**A.** The **Multi-Car** classification is applicable when the policy has 2 or more of the following vehicle types with Liability coverage:

- a.** Private Passenger Auto
- b.** Motor Home
- c.** Registered Off Road Vehicle
- d.** Classic Regular Use Vehicle

This discount is applicable to all coverages.

## VIII – DISCOUNTS AND CHARGES

### VIII.7 Multi-Policy Discount

- A.** The **Multi-Policy Discount** is available for insureds who have a companion Home, Umbrella, Farmowners or Commercial (other than auto) policy written with State Auto within the same household.
- B.** The discount applies to private passenger autos, regular use classic/antique autos, motor homes and named non-owner policies.
- C.** This discount applies to all coverages, except Roadside Assistance and Optional Transportation Expense Coverage.
- D.** While the application of this credit is relatively simple, we have outlined a number of rules and requirements that apply:
  - a.** The discount will be added based on the presence of a companion policy on the account, even if the companion policy is added midterm.
  - b.** New business policies can be quoted and bound with the discount without the presence of a companion policy in the account. However, the discount shall be removed at renewal if a companion policy is not found.
  - c.** If the companion policy is cancelled, the discount shall be removed at renewal.

## VIII – DISCOUNTS AND CHARGES

### VIII.8 Paid in Full Discount

- A.** The policy will receive a **Paid in Full Discount**, if 100% of the term premium is received with the application and subsequent renewals. The discount will no longer be applied if the payment plan is changed to an installment plan. This discount is applicable to all coverages except UM/UIM, UMPD, Auto Death Indemnity and Total Disability Coverage, Roadside Assistance or Optional Limits Transportation Expense coverage.

## VIII – DISCOUNTS AND CHARGES

### VIII.9 SR22 – Financial Responsibility Filing

- A. Financial Responsibility Filings (SR 22)** are available only for the state in which the policy is issued.
- B. A Financial Responsibility Filing (SR 22)** is not available for New Business submissions.
- C. A Financial Responsibility Filing SR 22)** is available by endorsement to any driver rated on the policy, effective no less than first renewal date of the policy.
- D.** If the SR-22 is required as the result of a security deposit in a crash or default case and must be accompanied by form SR 22A, the risk is ineligible.
- E.** A nonrefundable filing fee will be charged for all SR22 filings.

## **VIII – DISCOUNTS AND CHARGES**

### **VIII.10 State Auto Employee Discount**

Employees, immediate family (spouse, children, parents and siblings of the employee) and those employees who are insured with State Auto and become former employees or retirees of the State Auto Insurance Companies qualify for the Employee Discount. Rewritten policies for former employees or immediate family in these situations will not be eligible for the discount. This discount is applicable to all coverages, except for UMPD, Auto Death Indemnity and Total Disability Coverage, Roadside Assistance and Optional Limits Transportation Expense coverages.

## VIII – DISCOUNTS AND CHARGES

### VIII.11 State Auto Startup Factor

- A.** A **State Auto Startup Factor** is available for new auto business and is developed by the components listed below:
  - a.** Number of Days Quoted Prior to the Effective Date
  - b.** Type of Prior Carrier
  - c.** Length of Time with Most Recent Carrier
- B.** The **State Auto Startup Factor** will diminish over time.
- C.** The **State Auto Startup Factor** will apply to all coverages, except UMPD, Auto Death Indemnity and Total Disability Coverage, Roadside Assistance or Optional Limits Transportation Expense coverages.

## **VIII – DISCOUNTS AND CHARGES**

### **VIII.12 Financial Stability Rating**

The financial stability rating is based on the insurance score ranking and age of the insured and is applicable to the following coverages: Liability, Personal Injury Protection, Medical Payments, Other Than Collision, Collision and Uninsured/ Underinsured Motorist coverages.



## VIII – DISCOUNTS AND CHARGES

### VIII.13 State Auto Safety 360<sup>SM</sup>

Insureds can now be rewarded for safe driving habits with the State Auto Safety 360<sup>SM</sup> program. The Safety 360<sup>SM</sup> telematics program uses data pertaining to the insured's vehicle and driving habits of all operators of the vehicle to establish the optimal premium.

#### A. Eligibility

- a. The Safety 360<sup>SM</sup> program is available for most private passenger automobile, pick-up or van (model year 1996 or later) that are equipped with an OBDII port.
- b. The vehicle to be enrolled in the Safety 360<sup>SM</sup> program must be insured for Liability (Bodily Injury and Property Damage, or Combined Single Limit) coverage under an active State Auto insurance policy.
- c. Enroll the vehicle in the program and install the OBDII device into the participating vehicle within 30 days of receiving the device.
- d. Accept the terms and conditions of the State Auto Safety 360 Telematics Services Agreement via our online portal.
- e. The insureds must acknowledge and agree that they:
  1. Are authorized as the registered owner or lessee of the vehicle(s) to install the Device(s).
  2. Allow their data to be collected and transmitted by the Device(s)
  3. Authorize State Auto and its Third Party Service Providers to use and retain the Data collected.
  4. Will remove the Device(s) prior to transferring the vehicle to a new owner.
  5. Are responsible for the installation and maintenance of the Device(s) until returned to State Auto or its designated supplier.
  6. Will ensure the device(s) are not used for fraudulent, abusive or illegal purposes.

#### B. Rating

- a. A participation discount will be applied to the participating vehicle as soon as enrollment in the Safety 360<sup>SM</sup> program is complete. The discount will be applied on a pro rata basis to participating vehicles added to the Safety 360<sup>SM</sup> program during the policy term.
- b. As the policy renews, the participation discount will be replaced by Safety 360<sup>SM</sup> rating based on the data collected by the device during the prior policy term. Updates to Safety 360<sup>SM</sup> rating will be made at each subsequent renewal.

#### C. Data Collected

The type of data collected by the Device shall include, but is not limited to, the following:

- a. **Daily Driving Data**- speed, distance driven, time of day, idle time, vehicle identification number, odometer reading;
- b. **Driving Events** – hard braking, hard acceleration, cornering;
- c. **Device Data** – Device serial number, time and date the Device is connected/disconnected; and

## VIII – DISCOUNTS AND CHARGES

### VIII.13 State Auto Safety 360<sup>SM</sup> (Cont'd)

**d. Global Positioning System (GPS) Data-** latitude, longitude, and heading information regarding the location of the participating vehicle.

This program enables an insured to access State Auto's (or its Third party Service Providers' services and website. Use of the Services requires internet access and acceptance of additional terms of use. The Services gives the insured the opportunity to view their driving Data online.

#### **D. Vehicle Changes**

The Safety 360<sup>SM</sup> program can be transferred to a replacement vehicle as long as the replacement vehicle meets the program eligibility requirements. State Auto must be notified in advance of a requested transfer as the OBDII device is assigned to a specific automobile VIN at enrollment. If the new vehicle does not meet the eligibility requirements, the Safety 360<sup>SM</sup> rating will be removed on a pro rata basis as of the date the participating vehicle is replaced.

#### **E. Program Withdrawal/Fees**

- a.** State Auto will provide the Safety 360<sup>SM</sup> OBDII device at no cost to the insured. However, the insured is responsible for the device and for its return to State Auto at the end of the insured's participation in the Safety 360<sup>SM</sup> program. If the device is not returned to State Auto, the insured will be charged a \$50 fee.
- b.** Participation discount will be removed as of the program inception date if the OBDII device is not installed in the participating vehicle within 30 days of receipt of the device, or if the insured decides to withdraw from the program within the first 100 days.

The Participation discount on Safety 360<sup>SM</sup> renewal rating will be removed on a pro-rata basis if the insured withdraws from the program after 100 days of data is collected.

## **VIII – DISCOUNTS AND CHARGES**

### **VIII.14 Not At Fault Losses & Total Policy Incidents**

#### **A. Not At Fault Losses**

The number of not at fault losses is a rating component in tier rating. Any not at fault loss in which a payment is made will be counted in the not at fault loss counts. Additionally, the policy vehicle count and years with the company are components in determining the not at fault accident score.

#### **B. Total Policy Incidents**

The total number of policy incidents is a rating component in tier rating. The total policy incidents includes the following incident types: at fault, not at fault, other than collision losses and minor, moderate, major violations. Additionally, the policy vehicle count and years with the company are components in determining the total policy incident score.

As required by Texas insurance Code §1953.051(b), our rating plan does not assign a rate consequence due to a consumer inquiry by an applicant or an insured or a claim filed by an insured that is not paid or payable under the policy.

## **IX – OPTIONAL COVERAGES**

### **IX.1 Auto Loan/Lease Coverage**

#### **A. Eligibility**

- a.** A policy providing Other Than Collision and Collision coverage may be extended to provide coverage for the difference between the unpaid amount due on a leased or financed new auto and the actual cash value of the auto, subject to the following:
  - i.** Auto Loan/Lease Coverage may be provided only to a vehicle that is a private passenger auto, pickup or van; and
  - ii.** The insured must request the auto loan/lease coverage within 30 days of leasing or financing a vehicle.
- b.** Coverage may also be extended to a new business risk where the prior policy provided Auto Loan/Lease coverage and the vehicle still qualifies for coverage according to the terms of the endorsement.

#### **B. Coverage**

- a.** Coverage under the endorsement applies only in the event of a covered total loss. Coverage does not apply to overdue payments or penalty charges assessed for excessive mileage or excessive wear and tear, carry-over loans, balances or amounts in excess of the original purchase price of the car.

#### **C. Endorsement**

- a.** Attached the **Auto Loan Lease** endorsement to the policy, **PP0335**.

## IX – OPTIONAL COVERAGES

### IX.2 Auto Replacement Cost – Total Loss Plus<sup>SM</sup>

The limit of liability for loss to “your covered auto” under the Personal Auto Policy is the lesser of the actual cash value of the damaged property or the amount necessary to repair or replace the property with like kind and quality. Under the Protection Plus and Premier program offerings, this coverage can be broadened to:

- A.** Auto Replacement Cost until two years after the vehicle year date; or
- B.** Total Loss Plus<sup>SM</sup> after Auto Replacement cost coverage no longer applies. At the time of loss, the limit of liability would be the total loss plus value which is the lesser of the actual cash value of the auto of the same make model and condition but one model year newer than “your covered auto” or 120% of the actual cash value of “your covered auto.”
- C.** Coverage is only available for Private Passenger Auto, Pick-up or Van.

Both levels of coverage are subject to the Collision or Other Than Collision deductible and the following conditions:

- A.** At the time of loss, the vehicle has been declared a total loss by the company;
- B.** Coverage for Other than Collision, Collision and Auto Replacement Cost is continuously maintained from the date of the purchase of the coverage to the date of the loss;
- C.** The loss to the auto is caused by a covered peril other than fire, theft, or flood.

Attach **AU1008** – Auto Replacement Cost – Total Loss Plus<sup>SM</sup> Coverage Endorsement.

## IX – OPTIONAL COVERAGES

### IX.3 Comprehensive (Other than Collision) and Collision Deductibles

#### A. Other Than Collision Deductible:

| Deductible |
|------------|
| \$ 100     |
| \$ 250     |
| \$ 500     |
| \$1000     |
| \$2500     |
| \$5000     |

Note: The Other Than Collision deductible will be reimbursed if a vehicle is stolen and subsequently recovered as the result of an activated electronic vehicle recovery system (i.e. OnStar, LoJack, etc.)

#### B. Collision Deductible:

| Deductible |
|------------|
| \$ 250     |
| \$ 500     |
| \$1000     |
| \$2500     |
| \$5000     |

#### C. Special Account Deductible Endorsement – AU677

If State Auto insures both the home and auto(s) and there is a covered loss caused by a single accident or occurrence that affects both the Homeowners and Personal Auto policies, we will apply only one deductible. The deductible to be applied will be the higher of either the Homeowners Section I deductible or “your covered auto’s” physical damage deductible that applies to the loss. The highest deductible applies to the total of all damages which results from the same accident or occurrence.

## IX – OPTIONAL COVERAGES

### IX.4 Custom Equipment Coverage

- A.** Coverage for original manufacturer custom equipment is automatically provided for any vehicle when the auto has collision and other than collision coverage. Coverage for aftermarket custom equipment is excluded for the Standard offering. Coverage for aftermarket custom equipment is automatically provided for AutoXtended® Plus and AutoXtended® Premier endorsements in the amount of \$1,500.
- B.** Aftermarket custom equipment coverage can be purchased in the standard offering. For policies that include the AutoXtended® Plus or AutoXtended® Premier endorsement, additional coverage above the \$1,500 can be purchased. Coverage is available on Private Passenger Autos, Pick-ups, Vans and Motorcycles that also carry both Other Than Collision and Collision coverage.

Available limits:

\$1000  
\$2000  
\$3000  
\$4000  
\$5000

- C.** Endorsement
  - a.** Attach the **Custom Equipment Coverage** Endorsement, **AU0318**.

## IX – OPTIONAL COVERAGES

### IX.5 Extended Non-Owned Coverage

**A. Eligibility**

- a.** The **Extended Non-Owned Coverage** endorsement may be used for an individual who owns an auto but also drives borrowed or rented autos.
- b.** Coverage may also be extended to the spouse and family members of that named individual. Also indicate whether there is primary insurance in effect or no primary insurance in effect.

**B. Liability Coverage** – Liability coverage may be extended to cover the following exposures:

- a.** Vehicles Furnished or Available for Regular Use Except As Public or Livery Conveyances. (with or without Primary Liability Insurance in effect)

**C. Medical Payments or Personal Injury Liability Coverage** – available only if Bodily Injury and Property Damage Coverages are extended.

**D. Endorsement**

- a.** Attach the **Extended Non-Owned Coverage – Vehicles Furnished or Available for Regular Use endorsement – PP0306**.



## **IX – OPTIONAL COVERAGES**

### **IX.6 Full Safety Glass Coverage**

#### **A. Other than Collision Deductible with Full Coverage for Safety Glass**

- a.** Deductible Other than Collision insurance which provides full coverage for the repair or replacement of damaged safety equipment, without regard to the applicable Other Than Collision deductible, shall be provided at the option of the insured.
- b.** Coverage is available on vehicle types, except Named Non owner, when Other than Collision coverage is present on the vehicle.
- c.** The term "safety equipment" as used in this rule means the:
  - i.** Glass used in the windshield, doors and windows of a motor vehicle; and
  - ii.** Glass, plastic or other material used in the lights of a motor vehicle.

Use Endorsement **AU0348 – Full Safety Glass**

## IX – OPTIONAL COVERAGES

### IX.7 Increased Liability Limits

- A.** The following tables contain the optional increased limits available. The basic limits are \$85,000 Single Limit Liability or \$30,000/\$60,000 Bodily Injury Liability, and \$25,000 Property Damage Liability in the State of Texas.

**B. Single Limit Liability**

| Total Limits |
|--------------|
| \$100,000    |
| \$200,000    |
| \$300,000    |
| \$500,000    |

**C. Split Limit Bodily Injury Liability**

| Total Limits (000) |
|--------------------|
| \$ 50/100          |
| \$ 100/300         |
| \$ 250/500         |
| \$ 500/500         |

**D. Property Damage Liability**

| Total Limits |
|--------------|
| \$ 50,000    |
| \$ 100,000   |
| \$ 250,000   |
| \$ 500,000   |

**E. Medical Payments**

| Total Limits |
|--------------|
| \$ 1,000     |
| \$ 5,000     |
| \$ 10,000    |
| \$ 25,000    |
| \$ 50,000    |
| \$ 100,000   |

**E. Personal Injury Protection**

| Total Limits |
|--------------|
| \$ 2,500     |
| \$ 5,000     |
| \$ 10,000    |
| \$ 25,000    |
| \$ 50,000    |

## IX – OPTIONAL COVERAGES

### IX.8 Named Non-Owner Coverage

**NOTE:** For individuals who do not own an automobile

**A. Eligibility**

- a.** The Texas **Named Non-Owner Coverage** endorsement may be used for an individual who does not own an auto but drives borrowed or rented autos. Coverage may also be extended to the spouse and family members of that named individual. Two options are available with regard to vehicles furnished or available for regular use:
  - i.** Exclude vehicles furnished or available for regular use
  - ii.** Not exclude vehicles furnished or available for regular use
- b.** Endorsement
  - i.** Attached the Texas **Named Non-Owner Coverage** endorsement to the policy, **PP1391**.
- c.** Coverage may only be written when no other vehicle exists on the policy.

## IX – OPTIONAL COVERAGES

### IX.9 Optional Limits Transportation Expenses Coverage

- A.** The \$20/\$600 limit included in the policy for vehicles that have Other Than Collision or Other than Collision and Collision coverage may be increased to the following limits:

| Coverage Per Occurrence |
|-------------------------|
| \$30 per day/\$900      |
| \$50 per day/\$1500     |
| \$75 per day/\$2250     |
| \$100 per day/\$3000    |

- B.** Coverage is available on all vehicle types except Named Non-Owner.
- C.** Attach the **Optional Limits Transportation Expenses Coverage** endorsement, **PP0302**.

## IX – OPTIONAL COVERAGES

### IX.10 Original Equipment Manufacturer Parts Coverage

- A.** The policy provides for the repair or replacement of property with other property of like kind and quality. This coverage can be broadened to use original equipment manufacturer parts in the repair of property when there is a loss to “your covered auto”.
- B.** Coverage can be added to “your covered auto” when Other Than Collision and Collision coverage is presented on the vehicle.
- C.** Coverage is subject to the Other Than Collision and Collision deductible. Coverage will remain in effect, as long as the premium is paid, for a period not to exceed the first renewal after the vehicle is 10 years old.
- D.** Coverage is only available for Protection Plus and Premier offerings.
- E.** Coverage is only available for Private Passenger Autos, Pick-ups, Vans and Motorcycles.
- F.** Attach endorsement **AU1022 – Original Equipment Manufacturer Parts Coverage.**

## IX – OPTIONAL COVERAGES

### IX.11 Roadside Assistance Coverage

- A.** This policy-level coverage may be added to a policy with at least one vehicle of the following types regardless of whether other than collision or collision coverage is written: private passenger automobiles, pick-up trucks, vans, motorhomes, antique autos, classic autos, and registered dune buggies.
- B.** Coverage include Towing and Additional Services
  - a.** Towing –Mileage Limits Options:
    - i.** 15 miles
    - ii.** 100 milesThese limits represent the distance the coverage will pay for towing of the insured vehicle.
  - b.** Additional Services
    - i.** Extraction if stuck
    - ii.** Delivery of supplies
    - iii.** Battery jump start
    - iv.** Changing tires
    - v.** Lockout services up to \$100
- C.** Limit of Liability – Roadside Assistance is limited to a maximum of eight covered roadside assistance services during a 12-month consecutive period.
- D.** Attach endorsement **AU1019 – Roadside Assistance Coverage.**

## IX – OPTIONAL COVERAGES

### IX.12 Uninsured/Underinsured Motorists Coverage

#### A. Uninsured/Underinsured Motorists Coverage

##### a. Owners

- i. Bodily Injury and Property Damage Uninsured Motorists Coverages shall be afforded under every auto liability policy issued or delivered to the owner of a motor vehicle which is registered or principally garaged in the state of Texas..
- ii. This form of must apply to all vehicles on the policy. However, this form of insurance is not applicable on Extended Non-Owned policies

##### b. Exceptions

- i. The named insured shall have the right to purchase or reject in writing:
  1. Bodily Injury Uninsured Motorists Coverage only;
  2. Property Damage Uninsured Motorists Coverage only; or
  3. Both Bodily Injury and Property Damage Uninsured Motorists Coverage.
- ii. If rejected the coverage need not be provided under a subsequent renewal or reinstatement policy previously issued to that named insured issued by the same insurer or an affiliated insurer, unless the named insured subsequently requests the coverage in writing.

##### c. Basic Limits

Applicable basic limits include \$85,000 Single Limit Bodily Injury, and \$30,000/60,000 Bodily Injury and \$25,000 Property Damage Uninsured Motorists Coverage. Property Damage Uninsured Motorists Coverage is subject to a \$250 Deductible

##### d. Increased Limits (includes Underinsured Motorist Coverage)

Increased Limits may be afforded but may not be in excess of the Combined Single Limit of Liability or Bodily Injury and Property Damage Liability limits on the policy. The additional limits available are listed below.

##### i. Available Single Uninsured/Underinsured Motorist Limits

| Available Single<br>Limits Bodily Injury<br>UM/UIM |
|--|
| \$60,000   |
| \$85,000   |
| \$100,000  |
| \$200,000  |
| \$300,000  |
| \$500,000  |

## IX – OPTIONAL COVERAGES

### IX.12 Uninsured/Underinsured Motorists Coverage (Cont'd)

- ii. The available limits for Split Bodily Injury and Property Damage Uninsured/Underinsured Motorists Coverage are listed below:

| <b>Available Split Limits<br/>for Bodily Injury<br/>UM/UIM</b> |
|--|
| \$30/60  |
| \$50/100   |
| \$100/300  |
| \$250/500  |
| \$500/500  |

- iii. The available limits for Property Damage Uninsured/Underinsured Motorists Coverage are listed below:

| <b>Available Limits for<br/>Property Damage<br/>UM/UIM</b> |
|--|
| \$25,000   |
| \$50,000   |
| \$85,000   |
| \$100,000  |
| \$200,000  |
| \$250,000  |
| \$300,000  |
| \$500,000  |

**e. Endorsements-**

Attach the Uninsured Motorist Coverage- Texas – **AU1410**

Attach the Single Uninsured Motorist Limit-**PP0401**

Attach the Property Damage Uninsured Motorist Coverage Texas **AU1427**



## IX – OPTIONAL COVERAGES

### IX.13 Personal Injury Protection Coverage

#### A. Owners

- a. Personal Injury Protection Coverage shall be afforded under every auto liability insurance policy covering a motor vehicle delivered or issued for delivery in Texas. In accordance with the Texas Motor Vehicle Law, a motor vehicle means
  - i. Self-propelled vehicle designed for use on a highway
  - ii. Trailer or semi-trailer designed for use with a self-propelled vehicle; or
  - iii. Vehicle propelled by electric power obtained from overhead wires, but not operated on rails.
  - iv. Includes Named Non-Owner & Extended Non-Owned Policies
- b. The named insured may reject Personal Injury Protection Coverage in writing. If the named insured has rejected Personal Injury Protection Coverage, the coverage need not be provided under a subsequent renewal or reinstatement policy previously issued to that named insured by the same insurer or by an affiliated insurer unless the named insured subsequently requests the coverage in writing.
- c. If Personal Injury Protection Coverage is selected, all vehicles must have the same limit.
- d. If Personal is selected, Medical Payments can not be written on the same vehicle.

#### B. Named Non-Owners

- a. Personal Injury Protection Coverage may be made available under a Named Non-Owner Policy. Refer to the [Named Non-Owner rule IX.8](#).

#### C. Limits Of Liability

- a. The minimum limit of liability for Personal Injury Protection Coverage is \$2,500 for each person per accident. The \$2,500 limit applies to all Personal Injury Protection Coverage benefits, in the aggregate, for each person. Limits higher than \$2,500 may be provided. [Refer to Rule IX.7 Increased Limits](#).

#### D. Endorsement - Attach the Personal Injury Protection Coverage Endorsement – PP0598

## **IX – OPTIONAL COVERAGES**

### **IX.14 Medical Payments Coverage**

**A. Eligibility**

- a.** When the policy is eligible for Personal Injury Protection Coverage, Medical Payments Coverage is also available. However both Medical Payments and Personal Injury Protection Coverage can not be written on the same vehicle.
- b.** Medical Payments must be the same for all vehicles on the policy.

**B. Increased Limits**

- a.** Refer to [Rule IX.7](#) for increased limit options.

## IX – OPTIONAL COVERAGES

### IX.15 Named Driver Exclusion

#### A. Requirements

An Insurer, instead of canceling a personal automobile insurance policy because the driver's license of:

- a. The named insured.
- b. Any other driver who resides in the same household as the named insured; or
- c. Any driver who customarily operates a covered auto.

has been suspended or revoked, shall offer to continue the policy but exclude all or specific coverage(s) when a motor vehicle is operated by a specifically excluded individual whose driver's license suspension or revocation would have caused the cancellation. If the named insured accepts the insurer's offer, a named driver exclusion endorsement will be issued to that effect

#### B. Additional Requirements

- a. The named driver exclusion endorsement:
  - i. Shall be signed by the named insured;
  - ii. For each renewal, reinstatement, substitute, modified, replacement or amended policy; unless discontinued by the insurer
- b. If a named driver exclusion endorsement is attached to the policy:
  - i. The premiums charged for the policy shall not reflect the claim experience or driving record of the named excluded driver.
  - ii. The named excluded driver shall not be listed as an operator of any auto covered under the policy

#### C. Endorsement

Attach the named driver exclusion endorsement **PP1366** to the policy.

## IX – OPTIONAL COVERAGES

### IX.16 Automobile Death Indemnity And Total Disability Coverages

**A.** Automobile Death Indemnity and Total Disability Coverages are available to any person under a policy affording auto bodily injury liability insurance.

**B. Coverage Limits Available**

**a.** Coverage A – Auto Death Indemnity

| Limit of Liability<br>per Accident |
|------------------------------------|
| \$ 5,000                           |
| \$ 10,000                          |

**b. Coverage B Total Disability (200 Week Maximum)**

| Weekly Limit of<br>Liability |
|------------------------------|
| \$ 60                        |

**C. Endorsement**

Attach the Automobile Death Indemnity and Total Disability Coverages Endorsement **PP1365** to the policy.

## X – MISCELLANEOUS VEHICLE TYPES

### X.1 Antique/Classic Vehicle Types

- A.** An **Antique Auto** is a motor vehicle of the private passenger type which is 25 or more years old and is maintained primarily for use in exhibitions, club activities, parades and other functions of public interest, and occasionally used for other purposes.
- a.** Attach form **AU161 – Antique Auto/Classic Auto – Limited Use**
- B.** Our **Antique Auto** program offers maintenance-free coverage. These programs provide the peace of mind and full coverage year-round so the owner will have coverage whenever they choose to operate the vehicle, while the rate level contemplates the limited use of these vehicles. Because our liability rates already reflect the limited use of these vehicles, we require Antique autos to carry liability coverage year round. Vehicles with only Other Than Collision coverage are ineligible.
- a.** Coverage Available:
- i.** Liability
  - ii.** Medical Payments
  - iii.** Personal Injury Protection
  - iv.** Uninsured and Underinsured Motorists Coverage
  - v.** Physical Damage

| Other than Collision<br>Deductible |
|------------------------------------|
| \$100                              |
| \$250                              |
| \$500                              |
| \$1,000                            |
| \$2,500                            |
| \$5,000                            |
| Collision Deductible               |
| \$250                              |
| \$500                              |
| \$1,000                            |
| \$2,500                            |
| \$5,000                            |

Attach the **Coverage for Damage to Your Auto** (stated amount maximum limit of liability) Endorsement, **PP0308**.

- C.** A **Classic Auto – Regular Use**, is a motor vehicle of the private passenger type which is 10 or more years old and its value is significantly higher than the average value of other autos of the same make and model year. (If classic auto has limited use, refer to item **D** below, Classic Auto – Limited Use.) Classic autos used on a regular basis rate as follows:
- a.** Liability, Medical, Payments, Personal Injury Protection, Uninsured / Underinsured Motorists Coverage
- i.** Classify and rate as a private passenger auto.

## X – MISCELLANEOUS VEHICLE TYPES

### X.1 Antique/Classic Vehicle Types (Cont'd)

**b. Physical Damage**

- i.** Determine the amount of coverage applicable to the vehicle.
- ii.** Assign a symbol based on the stated amount, from the Price/Symbol charts in the Symbol and Identification manual, corresponding to the model year of the vehicle.
- iii.** Classify and rate as a private passenger auto using the base rate for the current model year.
- iv.** Attach the **Coverage for Damage to Your Auto** (maximum limit of liability), Endorsement **PP0308**.

**D. A Classic Auto – Limited Use**, is a motor vehicle of the private passenger type that meets the definition of a classic auto and is maintained primarily for use in exhibitions, club activities, parades and other functions of public interest, and occasionally used for other purposes.

**a. Attach form AU161 – Antique Auto/Classic Auto – Limited Use**

**E. Our Classic Auto – Limited Use** program offers maintenance-free coverage. These programs provide the peace of mind and full coverage year-round, so the owner will have coverage whenever they choose to operate the vehicle while the rate level contemplates the limited use of these vehicles. Because our liability rates already reflect the limited use of these vehicles, we require Classic Auto Limited Use autos to carry liability coverage year round. Vehicles with only Other Than Collision coverage are ineligible.

**a. Coverages Available:**

- i.** Liability
- ii.** Medical Payments
- iii.** Personal Injury Protection
- iv.** Uninsured and Underinsured Motorists Coverage
- v.** Physical Damage

| Other than Collision<br>Deductible |
|------------------------------------|
| \$100                              |
| \$250                              |
| \$500                              |
| \$1,000                            |
| \$2,500                            |
| \$5,000                            |
| Collision Deductible               |
| \$250                              |
| \$500                              |
| \$1,000                            |
| \$2,500                            |
| \$5,000                            |

Attach the **Coverage for Damage to Your Auto** (stated amount maximum limit of liability) Endorsement, **PP0308**.

## **X – MISCELLANEOUS VEHICLE TYPES**

### **X.2 Motor Homes**

A Motor Home is a self-propelled motor vehicle with a living area that is an integral part of the vehicle chassis. The living area typically consists of cooking, dining, sleeping, plumbing and refrigeration facilities.

## **X – MISCELLANEOUS VEHICLE TYPES**

### **X.3 Motorcycle Vehicle Types**

- A.** Vehicles classified as **Motorcycle Vehicle Types** include:
  - a.** Motorcycles (Two and Three wheel)
- B.** Coverages Available
  - a.** Liability
  - b.** Medical Payments
  - c.** Personal Injury Protection
  - d.** Uninsured/Underinsured Motorists Coverage
  - e.** Property Damage Uninsured Motorist Coverage
  - f.** Physical Damage



## **X – MISCELLANEOUS VEHICLE TYPES**

### **X.4 Off Road Vehicle Types**

- A.** Vehicles classified as **Off Road Vehicle Types** include:
  - a.** Dune Buggy – Registered
  - b.** Must be licensed for road use to be eligible.
- B.** Coverages Available
  - a.** Liability
  - b.** Medical Payments
  - c.** Personal Injury Protection
  - d.** Uninsured/Underinsured Motorists coverage
  - e.** Property Damage Uninsured Motorist Coverage
  - f.** Physical Damage

## **X – MISCELLANEOUS VEHICLE TYPES**

### **X.5 Trailers and Camper Bodies**

#### **A. Liability**

**a.** A personal Auto Policy affording liability coverage covers trailers designed for use with a private passenger auto, pickup or van and camper bodies designed for use with a pickup, without specific description of the trailer or camper body.

#### **b. Exceptions**

**i.** Coverage is not provided for a trailer or camper body:

- 1.** Used for business purposes with other than a private passenger auto or owned pickup or van; or
- 2.** When no auto is owned by the insured.

#### **B. Medical Payments**

**a.** A Personal Auto Policy affording medical payments coverage covers trailers designed for use with a private passenger auto, pickup or van, and camper bodies designed for use with a pickup, without specific description of the trailer or camper body.

#### **b. Exceptions**

**i.** Coverage is not provided for a trailer or camper body:

- 1.** Used for business purposes with other than a private passenger auto or owned pickup or van; or
- 2.** When no auto is owned by the insured; or
- 3.** Located for use as residence premises.

#### **C. Personal Injury Protection**

A Personal Auto Policy affording Personal Injury Protection Coverage covers trailers designed for use with a private passenger auto, pickup or van, and camper bodies designed for use with a pickup, without additional premium charge and without specific description of the trailer or camper body.

#### **D. Physical Damage**

**a.** Trailers and camper body are to be insured as separate items with separate premiums shown for each unit. The deductible applies separately to each unit. Attach the **Trailer/Camper Body Coverage Endorsement, PP0307**.

#### **b. Recreational Trailers and Camper Bodies**

- i.** A recreational trailer is a non-self-propelled recreational unit equipped as living quarters, including cooking, dining, sleeping, plumbing or refrigeration facilities.
- ii.** A camper body is a non-self-propelled unit designed to be transported by a pickup, with or without cooking, dining, sleeping, plumbing or refrigeration facilities.
- iii.** To be eligible for coverage, the insured must maintain a separate and permanent residence other than the recreational trailer or camper body.
- iv.** Other Than Collision and Collision coverages are available.

## **XI – TERRITORY DEFINITIONS**

### **XI.1 Territory Definitions**

Territories are defined by zip code.

## **XI – TERRITORY DEFINITIONS**

### **XI.2 Out of State Vehicles**

Occasionally, an insured may have reason to garage one of the insured vehicles out of state while they are residing away from the primary residence. This is permitted provided the insured takes the vehicle to a state in which State Auto is licensed to write business. This is most common when students are away at school with a vehicle, but is not limited to this situation. Other acceptable instances include military personnel or those with long-term work assignments which take them out of state to live for a period of time. Vehicles garaged out of state will have the 9ZZ territory assigned for rating purposes.

**XII – FORMS AND ENDORSEMENTS**

| FORM                      | EDITION | TITLE  |
|---------------------------|---------|--|
| <b>MANDATORY FORMS</b>    |         |  |
| AU303                     | 08 16   | Notices of the Policies and Practices for the Disclosure of Nonpublic Personal Information |
| DECOV-PA                  | 01 16   | Declarations Page  |
| AU101                     | 01 09   | Amendatory Endorsement - Amendment of Part B Medical Payments Coverage                     |
| AU1017                    | 01 08   | Recovered Vehicle Deductible Reimbursement Endorsement                                     |
| AU1306                    | 01 09   | Custom Equipment Exclusion Endorsement   |
| AU2073                    | 02 06   | Amendment of Cancellation Provision  |
| AU650                     | 01 07   | Communicable Disease   |
| AU651TX                   | 01 07   | Amendment of Policy Provisions - Fraud - Texas   |
| AU677                     | 06 15   | Special Account Deductible   |
| AU706                     | 01 11   | Amendment to Supplementary Payments (Appeal Bonds) -                                       |
| AUTO-ID-TX                | 01 16   | Texas Liability Insurance Card   |
| PP0001                    | 01 05   | Personal Auto Policy   |
| TX0001A                   | 01 16   | Personal Auto Policy (Cover Page)  |
| PP0001B                   | 01 07   | Your Personal Auto Policy Quick Reference  |
| AU0150                    | 08 14   | Amendment of Policy Provisions – Texas   |
| PP0301                    | 08 86   | Federal Employees Using Autos in Government Business                                       |
| PP1301                    | 12 99   | Coverage for Damage to Your Auto Exclusion Endorsement                                     |
| PP2316                    | 10 13   | Personal Vehicle Sharing Program Exclusion Endorsement                                     |
| <b>Optional Coverages</b> |         |  |
| AU0318                    | 01 09   | Custom Equipment Coverage  |
| AU0348                    | 02 89   | Full Safety Glass  |
| AU1008                    | 06 16   | Auto Replacement Cost Coverage - Total Loss Plus Coverage Endorsement                      |
| AU1019                    | 01 15   | Roadside Assistance Coverage   |
| AU1022                    | 01 16   | Original Equipment Manufacturer Parts Coverage   |
| AU1410                    | 04 13   | Bodily Injury Uninsured Motorists Coverage – Texas -                                       |
| AU1427                    | 04 13   | Property Damage Uninsured Motorists Coverage - Texas                                       |
| AU161                     | 01 07   | Antique Auto/Classic Auto - Limited Use  |
| AU618TX                   | 01 05   | Owned Auto - Business Entity   |
| EX671                     | 01 16   | AutoXtended™ Plus Coverages Endorsement -  |
| EX671A                    | 01 16   | AutoXtended™ Premier Coverages Endorsement   |
| PP0302                    | 06 98   | Optional Limits Transportation Expenses Coverage   |
| PP0306                    | 01 05   | Extended Non-Owned Coverage-Vehicles Furnished or Available for Regular Use                |
| PP0307                    | 01 05   | Trailer/Camper Body Coverage   |
| AU0308                    | 06 94   | Coverage for Damage to Your Auto   |

## **XII – FORMS AND ENDORSEMENTS**

| <b>FORM</b>                | <b>EDITION</b> | <b>TITLE</b>  |
|----------------------------|----------------|---|
| PP0335                     | 09 93          | Auto Loan/Lease Coverage  |
| PP0598                     | 01 11          | Personal Injury Protection Coverage – Texas   |
| PP1365                     | 08 04          | Automobile Death Indemnity And Total Disability Coverages –Texas                                  |
| PP1391                     | 04 06          | Named Non-Owner Coverage - Texas -  |
| PP2326                     | 02 14          | Miscellaneous Type Vehicle Endorsement - Texas  |
| <b>EXCLUSIONS</b>          |                |   |
| AU1366                     | 01 08          | Named Driver Exclusion -Texas   |
| <b>MISCELLANEOUS FORMS</b> |                |   |
| 1ABasic                    | 01 08          | Additional Interest   |
| ACORD35                    | 03 16          | Cancellation Request/Policy Release   |
| ACORD37                    | 01 08          | Statement of No Loss  |
| ACORD60TX                  | 03 16          | Texas Auto Supplement Consumer Bill of Rights Person Automobile Insurance                         |
| ACORD62TX                  | 03 16          | Texas Auto Supplement Consumer Bill of Rights (Spanish Version)                                   |
| ACORD851TX                 | 06 10          | Texas Personal Lines Supplement – Use of Credit Information Disclosure                            |
| ACORD852TX                 | 06 10          | Texas Personal Lines Supplement (Spanish Version) Use of Credit Information Disclosure            |
| APP-PA                     | 01 16          | Personal Auto Application   |
| AU1020                     | 01 16          | Home State County Mutual - Proxy  |
| AU1021                     | 01 16          | Home State County Mutual Insurance Company Special Provisions                                     |
| AU1663                     | 01 16          | Important Information For Policyholders<br>Automobile Burglary and Theft Prevention Authority Fee |
| AU1665                     | 01 07          | Important Notice<br>Non-renewals for Not-At-Fault Accidents or Claims                             |
| AU1731CM                   | 03 12          | Use of Credit Information Disclosure  |
| AU1824                     | 01 17          | Accident - Minor Violation Forgiveness Benefit  |
| AU1828                     | 01 17          | Personal Vehicle Sharing Program Exclusion Advisory Notice To Policyholders                       |
| ILN001                     | 09 03          | Fraud Statement   |
| ILU071                     | 01 11          | Texas Personal Injury Protection Coverage Selection/Rejection                                     |
| ML1666                     | 06 16          | State Auto Insurance Group  |
| OPT-TX                     | 12 15          | Texas Uninsured Motorists Selection/ Rejection Form   |
| PP0305                     | 08 86          | Loss Payable Clause   |
| PP0309                     | 01 05          | Single Liability Limit  |
| PP0319                     | 08 86          | Additional Insured Lessor   |
| PP0401                     | 06 98          | Single Uninsured Motorists Limit  |
| PP1303                     | 01 05          | Trust Endorsement   |
| PP2327                     | 02 14          | Joint Ownership Coverage -Texas   |
| PPC001                     | 01 05          | Personal Auto Certificate of Insurance - Trusts   |