



Home State County Mutual Insurance Company
Features & Limitations Disclosure Mandatory Endorsements

This disclosure form is attached to policy # _____ issued by Ignition Insurance Services, LLC and is effective on _____ at 12:00 AM (STD time).

I understand that this is a summary and disclosure of changes and limitations to my Texas Personal Auto Policy and that no coverage is provided by this summary. I acknowledge that this summary and disclosure does not change and should not be construed to change any of the provisions of the insurance policy that is the subject of this disclosure.

I understand that my policy is a legal contract detailing the rights and obligations of both myself and the Company. Finally, I understand that, as allowed by legislation passed by the Texas Legislature on June 11, 2003, the policy contains coverage that is more limited than the Texas Standard Personal Auto Policy.

Summary of your Home State County Mutual Insurance Company – Texas Personal Auto Policy Endorsements, Changes and Modifications:

Applicant: Please initial and sign only after the endorsements listed below and on your declarations page have been reviewed and explained.

___ AE.HSCM.2018 - AMENDATORY ENDORSEMENT

The parties agree to the following amendments to the policy:

General Duties, B.5. of Part E – Duties After an Accident or Loss of this policy is deleted and replaced by the following:

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

GENERAL DUTIES

B. A person seeking any coverage must:

5. When required by us:

- a. submit a sworn proof of loss;
b. submit to examination under oath.

A parent or guardian may be present during any examination of a minor.

Termination, D.2. of Part F – General Provisions of this policy is deleted and replaced by the following:

PART F – GENERAL PROVISIONS

TERMINATION

D. Other Termination Provisions

- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund no later than the 15th business day after the effective date of cancellation or termination of the policy.

However, making or offering to make the refund is not a condition of cancellation.

___ CI.HSCM.2017 - INTENTIONAL ACTS ENDORSEMENT

The parties agree to the following amendments to the policy:

The following is added to Exclusion A. in Part A –Liability Coverage:

Part A – LIABILITY COVERAGE EXCLUSIONS

For bodily injury or property damage caused by or sustained in an incident caused by or at the direction of that person with the intent to injure person(s) or property.

The following is added to Exclusions in Part B1- Medical Payments Coverage:

Part B1 – MEDICAL PAYMENTS COVERAGE EXCLUSIONS

Caused by or sustained in an incident caused by or at the direction of that person with the intent to injure person(s) or property.

The following is added to Exclusion A. in Part C – Uninsured/Underinsured Motorist Coverage:

Part C- UNINSURED/UNDERINSURED MOTORISTS COVERAGE EXCLUSIONS

For bodily injury or property damage caused by or sustained in an incident caused by or at the direction of that person with the intent to injure person(s) or property.

The following is added to the Exclusions in Part D – Coverage for Damage to Your Auto:

Part D – COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSIONS

Loss to **your covered auto** for damages sustained due to or caused by a willful or intentional act by or at the direction of you, a **family member** or anyone with your expressed or implied permission.

However, this exclusion does not apply to an insured who did not cooperate in or contribute to the creation of the loss if that insured has: (1) filed a police report; and (2) cooperated with law enforcement investigation or prosecution relating to any other insured causing the intentional loss.

If we pay a claim pursuant to [the above paragraphs], our payment to the person insured is limited to their insurable interest in the property less any payments we first made to a mortgagee or other party with a secured interest in the policy. In no event will we pay more than the limit of liability.

___ CIRP.HSCM.2017 - INTENTIONAL ACTS – RENTED PROPERTY AND NON-OWNED AUTO ENDORSEMENT

The parties agree to the following amendments to the policy:

The following is added to Exclusion A in Part A – Liability Coverage:

PART A – LIABILITY COVERAGE EXCLUSIONS

For bodily injury or property damage caused by or sustained in an incident caused by or at the direction of that person with the intent to injure person(s) or property.

The following is added to Exclusions in Part B1- Medical Payments Coverage:

Part B1 – MEDICAL PAYMENTS COVERAGE EXCLUSIONS

Caused by or sustained in an incident caused by or at the direction of that person with the intent to injure person or property.

The following is added to Exclusion A. in Part C – Uninsured/Underinsured Motorist Coverage:

Part C- UNINSURED/UNDERINSURED MOTORISTS COVERAGE EXCLUSIONS

For bodily injury or property damage caused by or sustained in an incident caused by or at the direction of that person with the intent to injure person(s) or property.

The following is added to the Exclusions in Part D – Coverage for Damage to Your Auto:

Part D – COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSIONS

Loss to **your covered auto** or any non-owned auto for damages sustained due to or caused by a willful or intentional act by or at the direction of you, a **family member** or anyone with your expressed or implied permission.

However, this exclusion does not apply to an insured who did not cooperate in or contribute to the creation of the loss if that insured has: (1) filed a police report; and (2) cooperated with law enforcement investigation or prosecution relating to any other insured causing the intentional loss.

If we pay a claim pursuant to [the above paragraphs], our payment to the person insured is limited to their insurable interest in the property less any payments we first made to a mortgagee or other party with a secured interest in the policy. In no event will we pay more than the limit of liability.

___ DF.HSCM.2020 - DELIVERY OF PERSONS AND PROPERTY FOR A FEE ENDORSEMENT

Exclusion A.5 of Part A – Liability Coverage of this policy is deleted and replaced by the following:

PART A – LIABILITY COVERAGE EXCLUSIONS

A. We do not provide Liability Coverage for any person:

5. For that person’s liability arising out of the ownership or operation of a vehicle while it is:

- a. being used to carry persons for a fee; this does not apply to a share-the-expense carpool.
- b. being used to carry property for a fee or including but not limited to delivery of goods, either on a wholesale or retail basis, such as food, publications, money, or flowers. This A.5.b. does not apply to a **temporary vehicle** or you or any family member unless the primary usage of the vehicle is to carry property for a fee.
- c. rented or leased to another or used for public hire; this does not apply if you or any **family member** lends **your covered auto** to another in exchange for reimbursement of operating expenses only.

Exclusion 1 of Part D – Coverage for Damage to Your Auto of this policy is deleted and replaced by the following:

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSIONS

We will not pay for:

1. Loss to your covered auto while it is:

- a. being used to carry persons for a fee; this does not apply to a share-the-expense carpool.
- b. being used to carry property for a fee including but not limited to delivery of goods, either on a wholesale or retail basis, such as food, publications, money, or flowers. This 1.b does not apply to you or any family member unless the primary usage of the vehicle is to carry property for a fee.
- c. rented or leased to another or used for public hire; this does not apply if you or any family member lends your covered auto to another in exchange for reimbursement of operating expenses only.

___ PUN.HSCM.2008 - PUNITIVE DAMAGES EXCLUSION

The parties agree to the following amendment to the policy:

Part A – Liability Coverage of this policy is amended by adding the following language as Part C of the Insuring Agreement

provision:

PART A – LIABILITY COVERAGE INSURING AGREEMENT

A. This policy does not provide coverage for **punitive or exemplary** damages.

As used in this part, “**punitive or exemplary**” damages are those damages assessed by a court specifically to punish a wrongdoer or make an example of a wrongdoer.

RP.HSCM.2020-RENTED PROPERTY AND NON-OWNED AUTO ENDORSEMENT

The parties agree to the following amendments to the policy:

Exclusion A.3 of Part A – Liability Coverage of this policy is deleted and replaced by the following:

PART A – LIABILITY COVERAGE EXCLUSIONS

A. We do not provide Liability Coverage for any person:

3. I For damage to property;

- a. rented to;
- b. used by; or
- c. in the care, custody or control of that person.

3. II This exclusion (A. 3.I) does not apply to damage to

- a. A rented residence or rented private garage caused by **your covered auto**.
- b. Any “**temporary vehicle**”

The Insuring Agreement provision of Part D – Coverage for Damage to Your Auto of this policy is deleted and replaced by the following:

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO INSURING AGREEMENT

A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including the equipment less any applicable deductible shown in the Declarations. We will pay for loss caused by collision only if the Declarations indicate that Collision Coverage was provided. If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any vehicle shown in the Declarations.

B. “**Collision**” means the upset or collision with another object of **your covered auto** or **non-owned auto**. However, loss caused by the following are not considered “**collision**”:

- 1. Missiles or falling objects;
- 2. Fire;
- 3. Theft or larceny;
- 4. Explosion or earthquake
- 5. Windstorm;
- 6. Hail, water or flood;
- 7. Malicious mischief or vandalism;
- 8. Riot or civil commotion;
- 9. Contact with bird or animal; or
- 10. Breakage of glass

If breakage of glass is caused by a collision or if loss is caused by contact with a bird or animal, you may elect to have it considered a loss caused by **collision**.

TNAPP (01/2020) - TEXAS NONSTANDARD AMENDATORY POLICY PROVISIONS

The parties agree to the following amendments to the policy:

DEFINITIONS

Definition G of this policy is deleted and replaced by the following:

G. 1. “**Your covered auto**” means:

- a. Any vehicle shown in the Declarations Page;
- b. A **newly acquired auto**;
- c. Any **trailer** you own;
- d. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - I. breakdown;
 - II. repair;
 - III. servicing;
 - IV. loss; or
 - V. destruction; or
- e. Any **temporary vehicle**.

Provision G.1.d. does not apply to Part D – Coverage for Damage to Your Auto of this policy. Coverage for a **newly acquired auto** (G.1.b.) is subject to the following conditions:

- I. For any coverage provided in this policy except Part D – Coverage for Damage to Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations. Coverage will begin:
 - a). On the date you become the **owner** if:
 - i. your **newly acquired auto** is in addition to the vehicle(s) shown in the Declarations Page; and

- ii. you ask us to add the **newly acquired auto** to this policy within 20 days after you become the **owner**; or
 - b). On the date you become the **owner** if it replaces a vehicle shown on the Declarations Page.
- II. For coverage provided under Part D – Coverage for Damage to Your Auto, a **newly acquired auto** will have the same coverage as the auto it replaces, including the applicable deductible. An insured must notify the insurer of a replacement vehicle on or before:
- a). The 20th day after the date on which the insured becomes the **owner** of the vehicle; or
 - b). A later date specified by the policy, only if the insured wishes to add coverage for damage to the vehicle; or continue existing coverage for damage to the vehicle after the period prescribed in I. and II. expire.
 - c). If you do not notify us within 20 days after you become the **owner**, coverage you ask us to add to the **newly acquired auto** will begin at the time you ask us to provide the coverage.
- III. For Part D – Coverage for Damage to Your Auto, if the **newly acquired auto** is in addition to any vehicle shown on the Declarations Page:
- a). Coverage will apply when you become the **owner** of a **newly acquired auto** if an auto shown in the Declarations has Part D – Coverage for Damage to Your Auto and you ask us to provide Part D – Coverage for Damage to Your Auto for the **newly acquired auto** within 20 days after you become the **owner**. The **newly acquired auto** will have the broadest coverage as any other auto with Part D – Coverage for Damage to Your Auto listed in the Declarations, including the lowest applicable deductible.
 - b). Coverage will apply when you become the **owner** if no auto shown in the Declarations has Part D – Coverage for Damage to Your Auto and you ask us to provide Part D - Coverage for Damage to Your Auto within 20 days after you become the **owner**.
 - c). Coverage will apply at the time you ask us to provide Part D – Coverage for Damage to Your Auto if neither of the conditions in III.a. or III.b. above has been met and we agree to add this coverage for this auto.
2. “**Newly acquired auto**” means a private passenger auto, pickup, van or utility vehicle designed for operation principally upon public roads that you become the **owner** of during the policy period and that:
- a. has a gross vehicle weight (as determined by the manufacturer’s specifications) of 25,000 lbs. or less; and
 - b. is not used for the delivery or transportation of goods, materials or supplies other than samples, unless:
 - I. the delivery of goods, materials or supplies is not the primary usage of the vehicle; or
 - II. it is used for farming or ranching.
3. For the purposes of this provision (G), “**owner**” means the person who:
- a. Holds legal title to the auto or **trailer**;
 - b. has legal possession of the auto or **trailer** subject to a lien or security agreement; or
 - c. has legal possession of a private passenger type auto, pickup, van or utility vehicle that is leased or rented to that person under a written agreement for a continuous period of at least six months.

The following Definitions are added:

- J. “**Exemplary or punitive damages**” means any damages awarded as a penalty or by way of punishment but not for compensatory damages. **Exemplary or punitive damages** are neither economic nor noneconomic damages.
- K. “**Custom or Additional Equipment**” means any equipment which was not installed at the factory.
- L. “**Diminution in Value**” means the reduction in market or resale value that results from a loss after the necessary repairs are made to the vehicle.
- M. “**Total Loss**” means a loss which, in our judgment, is not economically repairable, and includes actual loss or disappearance of your auto.
- N. “**Temporary vehicle**” includes a vehicle that is loaned or provided to an insured by an automobile **repair facility** for the insured’s use while the insured’s vehicle is at the facility for service, repair, maintenance, or damage or to obtain an estimate and is:
 - a. in the lawful possession of the insured or resident relative of the insured;
 - b. not owned by the insured, any resident relative of the insured, or any other person residing in the insured’s household; and
 - c. operated by or in the possession of the insured or resident relative of the insured until the vehicle is returned to the **repair facility**.
 However, “**temporary vehicle**” does not include any vehicle that is not:
 - a. a private passenger automobile; or
 - b. a pickup, utility vehicle, or van with a gross vehicle weight of 14,000 pounds or less that is not used for the delivery or transportation of goods, materials, or supplies, other than samples, unless:
 - I. the delivery of the goods, materials, or supplies is not the primary use for which the vehicle is employed; or
 - II. the vehicle is used for farming or ranching.
- O. “**Repair facility**” means a person who rebuilds, repairs, or services a motor vehicle for consideration or under a warranty, service, or maintenance contract.

PART A – LIABILITY COVERAGE EXCLUSIONS

Exclusion A.1 of Part A – Liability Coverage of this policy is deleted and replaced by the following:

- A. We do not provide Liability Coverage for any person:
 - 1. Who intentionally causes bodily injury or property damage, or who directs such injury or damage to occur.

Exclusion A.3 of Part A - Liability Coverage of this policy is deleted and replaced by the following:

A. We do not provide Liability Coverage for any person:

3. For damage to property:
 - a. rented to;
 - b. used by; or
 - c. in the care, custody or control of that person.

This exclusion (A.3.) does not apply to

- a. damage to a rented residence or rented private garage caused by **your covered auto**; or
- b. a **temporary vehicle**.

This exclusion does, however, apply to any and all damage to any vehicle you rent, use, or borrow, regardless of cause or fault, unless such vehicle qualifies as a temporary substitute vehicle as described in definition G.1.d.

The following exclusions are added to Part A – Liability Coverage:

A. We do not provide Liability Coverage for any person:

10. For bodily injury or property damage assumed by or imposed on a **covered person** under any agreement, contract or bailment.

D. We do not provide Liability Coverage for:

1. any **exemplary or punitive damages**;
2. for emergency response fees, clean up fees or other fees imposed by local municipalities, law enforcement agencies, or other governmental or volunteer agencies as a result of a motor vehicle accident;
3. bodily injury or property damage arising out of the transmission of sickness or disease through sexual contact; or
4. bodily injury or property damage arising out of the discharge of any weapon.

OUT OF STATE COVERAGE

Part A - Liability Coverage of this policy is amended by deleting and replacing the Out of State Coverage Provision with the following:

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit shown in the Declarations Page, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts for bodily injury or property damage as specified by the state or province.

B. No one will be entitled to duplicate payments for the same elements of loss.

OTHER INSURANCE

Other insurance is amended by appending the following sentence:

Further, we will provide primary insurance for a **temporary vehicle**.

PART B1 – MEDICAL PAYMENTS COVERAGE EXCLUSIONS

The following exclusions are added to Part B1 – Medical Payments Coverage: We do not provide Medical Payments Coverage for any person for bodily injury:

11. arising out of the transmission of sickness or disease through sexual contact;
12. arising out of the discharge of any weapon; or
13. which was intentionally caused.

OUT OF STATE COVERAGE

The following language is added to the Out of State Coverage section:

This coverage shall not be modified by the law of the state where the **covered person** sustains injury or damage caused by an auto accident.

PART B2 – PERSONAL INJURY PROTECTION COVERAGE OUT OF STATE COVERAGE

The following language is added to the Out of State Coverage section:

This coverage shall not be modified by the law of the state where the **covered person** sustains injury or damage caused by an auto accident.

PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE OUT OF STATE COVERAGE

This coverage shall not be modified by the law of the state where the **covered person** sustains injury or damage caused by an auto accident.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSIONS

Exclusion 6 of Part D – Coverage for Damage to Your Auto of this policy is deleted and replaced by the following:

We will not pay for:

6. Loss to a camper body or **trailer**.

The following exclusions are added to Part D – Coverage for Damage to Your Auto: We will not pay for:

12. Loss to **your covered auto** while operated in any race, speed or demolition contest including practice or preparation for such event.
13. Loss to **your covered auto** while operated in any off-road use.
14. Loss due to theft or conversion of **your covered auto**:

- a. by you, a **family member**, or any person using **your covered auto** with your express or implied permission;
- b. prior to its delivery to **you, a family member** or any person using **your covered auto** with your express or implied permission; or
- c. that occurs while the keys were left in the vehicle.

15. Loss to any **temporary vehicle**.

LIMIT OF LIABILITY

The Limit of Liability in Part D - Coverage for Damage to Your Auto is deleted and replaced by the following:

- A. Our limit of liability for loss will be the lesser of the following:
 - 1. Actual cash value of the stolen or damaged property, at the time of the loss. An adjustment for depreciation and physical condition will be made in determining the actual cash value in the event of a **total loss**;
 - 2. the amount necessary to restore (through repair and/or replacement) the property to its pre-loss condition with other property of like kind and quality; or
 - 3. the amount stated in the Declarations Page of this policy.
- B. All claims submitted under Part D - Coverage for Damage to Your Auto will be subject to any applicable deductible shown in the Declarations Page and reduced by any salvage value if you retain the salvage. At the mutual agreement of you and us confirmed in writing prior to the repair, we will not apply the applicable deductible for a glass loss if the glass is repaired rather than replaced.
- C. **Custom or additional equipment** is not covered under Part D - Coverage for Damage to Your Auto unless you have reported the value to us prior to the loss and paid a premium for the **custom or additional equipment** as shown in the Declarations Page.
- D. **Diminution in Value** is not covered under Part D - Coverage for Damage to Your Auto. The following section is added to Part D - Coverage for Damage to Your Auto: **DEDUCTIBLE**

At the mutual agreement of you and us, a deductible twice the value as shown on the Declarations Page is applicable as defined below:

- A. During the double deductible period, the applicable other than **collision** (OTC) and **collision** deductibles indicated in the Declarations Page and referenced in the Limit of Liability provision contained in Part D – Coverage for Damage to Your Auto will be doubled to twice the indicated amount when applied to any covered loss.
- B. For the purpose of this endorsement, the double deductible period begins:
 - 1. At policy inception; and
 - 2. Upon the endorsement to add a vehicle with physical damage coverage (but only applying to that vehicle).
- C. However, the double deductible period does not apply:
 - 1. At reinstatement (without a lapse); or
 - 2. At renewal.
- D. For the purpose of this endorsement, the double deductible period ends:
 - 1. After the first sixty (60) days of coverage; or
 - 2. After any required vehicle inspection photos are provided for underwriting, whichever comes first.
- E. The double deductible does not apply with respect to the interest of any loss payee on the covered vehicles.
- F. Following the end of the double deductible period, the OTC and **collision** deductibles indicated in the Declarations Page will be applied to any loss.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS GENERAL DUTIES

Part E – Duties After an Accident or Loss is amended by adding the following:

- B. A person seeking any coverage must:
 - 6. Grant us access to any on-board computer contained in **your covered auto**.
 - a. In addition, access to the following shall also be provided upon request:
 - (1) Global Positioning System (GPS) data records including from a cell phone;
 - (2) Data and/or records of data contained in an Event Data Recorder or similar device;
 - (3) Vehicle forensic analysis; and
 - (4) Computer and electronic records.
 - 7. Give us the following when relevant to the accident, loss, bodily injury, property damage or claimed damages, or which is reasonably likely to lead to relevant information:
 - a. Medical records and reports;
 - b. Employment and wage records; and
 - c. Other relevant records, including, but not limited to:
 - (1) Business and /or financial records;
 - (2) Sales agreements and rental documents;
 - (3) Audio and video recordings;
 - (4) Phone records including cell phone records;
 - (5) Current and prior insurance claim records; and
 - (6) Loss payee records, or any other document evidencing any encumbrance against the auto.

Provision B.7.c.(1). Does not apply to federal income tax returns.

- 8. Give us written authorization to get:
 - a. Medical records and reports which are reasonably related to the injury or damage asserted;
 - b. Employment and wage records; and
 - c. Other relevant records, including, but not limited to the records listed above. The following

provision is added to Part E – Duties After an Accident or Loss:

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking coverage for damage to your auto must also:

- 4. Authorize us to move the damaged vehicle to a storage facility of our choice at our expense.

PART F – GENERAL PROVISIONS TERMINATION

Part F – GENERAL PROVISIONS is amended by adding the following:

- C. **Automatic Termination.** If someone other than you or a **family member** who is listed in the Declarations Page becomes the owner of the auto, coverage for that auto will automatically terminate. The termination will correspond with the time that possession or title is conveyed to the new owner.

The following Misrepresentation or Fraud Provision is added to Part F – General Provisions:

MISREPRESENTATION OR FRAUD

This policy includes the Declarations Page and the amendments. This policy also includes the application and the endorsements. The statements that you made while you were applying for coverage are representations. To determine your premium and eligibility for coverage under this policy, we relied on the representations that you made when you applied for coverage. If you omitted material facts or made material misrepresentations that are fraudulent, false, misleading or affect the acceptance of the risk by us, we may void this policy or deny coverage for a claim. We may void this policy if you engaged in fraudulent conduct while applying for coverage under this policy in accordance with Texas Insurance Code Chapter 705, Subchapter A. Even following an accident or loss, we may still void this policy for fraud or where there was a material misrepresentation of fact by you while you were applying for any coverage under this policy, or through any notice of change that you gave under this policy in accordance with Texas Insurance Code Chapter 705, Subchapter A. In such a case, we will not be liable for any claims that would otherwise be covered in the absence of the fraud or material misrepresentation. If we are not allowed to void this policy, any first-party claims will be reduced by the amount of any other premium owed to us. We reserve the right to recover from you any payments made as a result of your fraud. Any statements you made or will make in a notification of change to your policy are also considered representations and are subject to the provisions set out above.

Please read your policy thoroughly.

The policy changes and limitations outlined here have been fully explained to me by

(Agency Name)

Applicant's Signature

Date

Producer's Signature

Date