

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## STATE ENDORSEMENT – TEXAS

The following amendments change the policy. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, minimum limits means the following limits of liability as required by Texas law, to be provided under a policy of automobile liability insurance:

- A. \$30,000 for each person, subject to \$60,000 for each accident, with respect to “bodily injury”; and
- B. \$25,000 for each accident with respect to “property damage”.

### DEFINITIONS

The following is added to the definition of “you” and “your”:

If your spouse ceases to be a resident of the same household during the policy period, the spouse will be considered “you” and “your” under this policy during a period of separation in contemplation of divorce and only until the effective date of another policy listing the spouse as a Named Insured.

The following definitions are added:

“Additional vehicle” means any “newly acquired collector vehicle” that is not a “replacement vehicle”.

“Business day” means a day other than a Saturday, Sunday, or holiday recognized by the state of Texas.

“Newly acquired collector vehicle” means any vehicle you become owner of during the policy period.

“Personal vehicle sharing” means the use of private passenger motor vehicles by persons or parties other than the vehicle’s owner, in connection with a personal vehicle sharing program.

“Personal vehicle sharing program” means a business platform that connects owners with drivers to enable vehicle sharing for financial consideration. “Personal vehicle sharing program” does not include:

1. A service provider who is solely providing hardware or software as a service to a person or entity that is not effectuating payment of financial consideration for use of a shared vehicle; and
2. A rental company as defined by Texas Labor Code, Section 91.001.

“Prearranged ride” means transportation provided by a “transportation network company” driver to a “transportation network company” rider, beginning at the time a driver accepts a ride requested by a rider through a digital network controlled by a “transportation network company” and ending at the time the last requesting rider departs from the driver’s personal vehicle. The term does not include:

1. A shared expense carpool or vanpool arrangement or service; or
2. Transportation provided using a taxicab, limousine, or similar for-hire vehicle.

“Replacement vehicle” means any “newly acquired collector vehicle” that replaces a vehicle shown in the Declarations.

“Resident relative” means an individual who:

1. Resides in the same household as the insured; and
2. Is related to the insured within the third degree of consanguinity or affinity as described by Texas Government Code, Chapter 573.

“Temporary vehicle” means a vehicle that is:

1. A private passenger automobile; or
2. 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:
  - a. The delivery of the goods, materials, or supplies is not the primary use for which the vehicle is employed; or
  - b. The vehicle is used for farming or ranching;

And 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:

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1. In the lawful possession of the insured or “resident relative” of the insured;
2. Not owned by the insured, any “resident relative” of the insured, or any other person residing in the insured’s household; and
3. Operated by or in the possession of the insured or “resident relative” of the insured until the vehicle is returned to the repair facility.

“Transportation network company” means a corporation, partnership, sole proprietorship, or other entity operating in this state that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.

The definition of “your covered auto” is replaced by the following:

“Your covered auto” means:

1. Any vehicle shown in the Declarations.
2. A “newly acquired collector vehicle”.
3. A trailer or semitrailer designed for use with a self-propelled vehicle.

### **PART A – LIABILITY COVERAGE**

Under the **Insuring Agreement** provision, the following changes are made:

Paragraph A. is replaced by the following:

- A. We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident involving “your covered auto” or a “temporary vehicle”. Damages include prejudgment interest awarded against the “insured”. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when the amount we pay for damages resulting from the occurrence equals the limit of liability shown in the Declarations. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

Paragraph B. adds the following:

B. “Insured” as used in **PART A** means:

4. You, any “resident relative”, or licensed operator residing in the household for the use of a “temporary vehicle”.

Under the **Exclusions** provision, the following changes are made:

Exclusions D., F., G., H., and M. are replaced by the following:

We do not provide **Bodily Injury Liability** or **Property Damage Liability** for any “insured”:

D. For “property damage” to property:

1. Rented to;
  2. Used by; or
  3. In the care of;
- an “insured”.

This exclusion does not apply to “property damage” to:

1. A residence or private garage; or
2. A “temporary vehicle”.

However, this exclusion does apply to a loss due to or as a consequence of a seizure of an auto by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the Federal Controlled Substances Act if you are convicted in such a case.

- F. For that “insured’s” liability arising out of the ownership or operation of “your covered auto” while it is being used to carry persons or property for a fee. This exclusion does not apply to a “temporary vehicle” or shared expense carpools. This exclusion also does not apply while “your covered auto” is

being used by you or a “family member” to carry property for a fee unless the primary usage of such vehicle is to carry property for a fee.

- G. Maintaining or using “your covered auto” while that “insured” is employed or otherwise engaged in any “business” (other than farming or ranching), including but not limited to the selling, repairing, servicing, storing, parking, road testing, or delivery of any vehicle.

This exclusion does not apply to a “temporary vehicle”.

This exclusion does not apply to the ownership, maintenance, or use of “your covered auto” by you, a “family member”, or any partner, agent, or employee of you or a “family member”.

- H. Using “your covered auto” without a reasonable belief that that “insured” is entitled to do so. This exclusion does not apply to you or a “family member” while using “your covered auto”.
- M. For “bodily injury” or “property damage” the “insured” assumed under any contract or agreement. This exclusion does not apply to a “temporary vehicle”.

The following exclusions are added:

We do not provide **Bodily Injury Liability** or **Property Damage Liability** for:

You or a “family member” for “bodily injury” to you or a “family member”, except to the extent of the minimum limits of Liability Coverage required by Texas Chapter 601, Transportation Code, entitled “Texas Motor Vehicle Safety-Responsibility Act”.

An “insured” for “bodily injury” or “property damage” that arises out of the “insured” operating or using “your covered auto” or OPERATING any other vehicle while logged onto a “transportation network company’s” digital network as a driver; or is engaged in a “prearranged ride”.

An “insured” for “bodily injury” or “property damage” during the period the “insured” is driving the vehicle to deliver it to a prearranged renter or a prearranged location for pickup by a renter, and while the renter has care, custody, and control of the vehicle.

An “insured” for “bodily injury” or “property damage” that arises out of “your covered auto” or “temporary vehicle” being rented or leased to any person for a fee, except when you or a family member lends “your covered auto” or “temporary vehicle” to another person for reimbursement of operating expenses only.

An “insured” for “bodily injury” or “property damage” that arises out of “your covered auto” or “temporary vehicle” being used for any illegal act by any person. This does not include minor traffic violations or being convicted of driving under the influence or operating while “intoxicated”, as defined by Texas Penal Code Chapter 49.

## LIMIT OF LIABILITY

Under the **Limit of Liability** provision, the following changes are made:

The following is added to paragraph B.:

Paragraph B. applies only to adding, stacking, and combining of limits from policies issued to you, by us.

The following is added to the **Limit of Liability** provision:

The limit of liability shall be reduced by any amounts paid to an “insured” who is a passenger in “your covered auto” under the **Personal Injury Protection Coverage** of this policy.

## PART B – MEDICAL PAYMENTS COVERAGE

The **Insuring Agreement** provision is replaced by the following:

### INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of “bodily injury”:
1. Caused by an accident; or
  2. Sustained by an “insured”.

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

B. "Insured" as used in **PART B** means:

1. You or a "family member":
  - a. While "occupying" "your covered auto"; or
  - b. As a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

Under the **Exclusions** provision, the following changes are made:

Exclusion A. is replaced by the following:

- A. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion does not apply to a "temporary vehicle" or shared expense carools. This exclusion also does not apply while "your covered auto" is being used by you or a "family member" to carry property for a fee unless the primary usage of such vehicle is to carry property for a fee.

Exclusion D. is deleted.

Exclusions E. and F. are replaced by the following:

- E. Sustained while "occupying" "your covered auto" without a reasonable belief that that "insured" is entitled to do so. This exclusion does not apply to you or a "family member" while using "your covered auto".
- F. Sustained while "occupying" "your covered auto" when it is being used in the "business" of an "insured".

This exclusion does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van that is "your covered auto"; or
- c. Trailer used with a vehicle described in a. or b. above.

The following exclusions are added:

We do not provide **Medical Payments Coverage** for:

An "insured" for "bodily injury" that arises out of the "insured" operating or using "your covered auto" while logged onto a "transportation network company's" digital network as a driver; or is engaged in a "prearranged ride".

An "insured" for "bodily injury" during the period the "insured" is driving the vehicle to deliver it to a prearranged renter or a rearranged location for pickup by a renter, and while the renter has care, custody, and control of the vehicle.

An "insured" for "bodily injury" that arises out of "your covered auto" being rented or leased to any person for a fee, except when you or a family member lends "your covered auto" to another person for reimbursement of operating expenses only.

An "insured" for "bodily injury" that arises out of "your covered auto" being used for any illegal act by any "insured". This does not include minor traffic violations.

The following is added to the **Limit of Liability** provision:

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **Personal Injury Protection Coverage**.

The **Auto Show Medical Reimbursement** provision is deleted.

The following provision is added:

#### **ASSIGNMENT OF PAYMENTS**

- A. An "insured" may assign, in writing, payments of medical expenses for services provided to the "insured" that are covered under **PART B** of this policy to a physician or other health care provider that furnished such services to the "insured".

- B. If we receive an “insured’s” written assignment of such payments, we will pay the medical expenses covered under **PART B** directly to the physician or other health care provider that furnished the services to the “insured”.

#### **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**

Under the **Exclusions** provision, the following changes are made:

Exclusion F. is replaced by the following:

- F. Loss to “spare parts” caused by theft unless the loss results from illegal entry into the place where your “spare parts” are normally kept; into “your covered auto” or “your camper trailer” itself; or into a securely locked compartment. All losses caused by theft from “your covered auto” or “your camper trailer” must have visible marks of forcible entry if “your covered auto” or “your camper trailer” does not contain a computer chip or other technology that would enable the use of electronic countermeasures or other noninvasive processes to gain access to “your covered auto” or “your camper trailer”. All other losses caused by theft from storage locations other than “your covered auto” or “your camper trailer” must have visible marks of forcible entry.

The following language is added to Exclusion A.:

However, this does not include loss due to dampness, mildew, mold, or rot that ensues from a covered loss.

The following language is added to Exclusion G.:

However, this exclusion does not apply to that 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.

The following exclusions are added:

We will not pay for:

A total loss to “your covered auto” due to confiscation by government or civil authorities. This exclusion does not apply to the interests of Loss Payees in “your covered auto”. However, if you are convicted in a case brought against you under the Texas Controlled Substances Act or the federal Controlled Substances Act, we will not pay for any loss to “your covered auto” that is seized by federal or state law enforcement officers as evidence in such case.

Loss or damage:

1. That arises out of any person operating or using “your covered auto” while logged onto a “transportation network company’s” digital network as a driver; or is engaged in a “prearranged ride”.
2. That arises during the period the “insured” is driving the vehicle to deliver it to a prearranged renter or a prearranged location for pickup by a renter, and while the renter has care, custody, and control of the vehicle.
3. That arises out of “your covered auto” being rented or leased to any person for a fee, except when you or a family member lends “your covered auto” to another person for reimbursement of operating expenses only.
4. That arises out of “your covered auto” being used to carry persons or property for a fee, or for any commercial use unless prior written consent has been obtained from us. This exclusion does not apply to a shared expense carpool.
5. That arises out of “your covered auto” being used for an illegal act by any “insured”. This does not include minor traffic violations.

Under the **Limit of Liability** provision, the following changes are made:

Paragraph B. is replaced by the following:

- B. For all other loss or damage to “your covered auto”, we will pay the amount necessary to repair or replace the property, whichever is less, with similar kind and quality, without regard to depreciation or

betterment, but we will not pay more than the “Guaranteed Value®” for the applicable vehicle shown in the Declarations. We will not pay for any unrepaired damage for which we have previously made payment under this policy. However, no deduction will be made for unrepaired damage for which we have previously made payment if the damage requires the same labor, parts, and materials as the covered loss.

The following is added:

No one will be entitled to receive duplicate payments for the same element of loss under this coverage and “property damage” covered under **PART C** of this policy.

Under the **Vehicle Trailer** provision, paragraph B. is replaced by the following:

- B. For all other loss or damage to your “vehicle trailer”, we will pay the amount necessary to repair or replace the property, whichever is less, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the “Guaranteed Value®” for the applicable “vehicle trailer” shown in the Declarations. We will not pay for any unrepaired damage for which we have previously made payment under this policy. However, no deduction will be made for unrepaired damage for which we have previously made payment if the damage requires the same labor, parts, and materials as the loss.

#### **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

The lead-in paragraph to **PART E** is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

Paragraphs B.6.b. and B.7. are replaced by the following:

6. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
  - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present. For an Examination Under Oath (EUO) of a minor child, a parent or guardian may also be present.
7. Authorize us to obtain medical reports and other pertinent records related to the loss or injury.

#### **PART F – GENERAL PROVISIONS**

Paragraph B.5. of the **Changes** provision is replaced by the following:

5. Alterations or modifications to “your covered auto” or “your camper trailer”.

If you alter or modify your vehicle in any way you must notify us in writing within 30 days or as soon as practicable.

The **Concealment or Misrepresentation** provision is replaced by the following:

#### **CONCEALMENT OR MISREPRESENTATION**

No coverage is provided under this policy if, whether before or after a loss, an insured has:

- A. Concealed or misrepresented any fact upon which we rely, and that concealment or misrepresentation is material; or
- B. Concealed or misrepresented any fact and the fact misrepresented contributes to the loss.

However,

- A. Misrepresentation, including a false statement, made in a proof of loss or death:
  - a. Has no effect; and
  - b. Is not a defense in a suit brought on this policy.

However, A. does not apply if it is shown at trial that the misrepresentation:

- a. Was fraudulently made;
- b. Misrepresented a fact material to the question of our liability under this policy; and
- c. Misled us and caused us to waive or lose a valid defense to this policy.

- B. False statements made in the application for this policy or in the policy:
- a. Have no effect; and
  - b. Are not a defense in a suit brought on this policy.

However, B. does not apply if it is shown at trial that the matter misrepresented:

- a. Was material to the risk; or
- b. Contributed to the contingency or event on which this policy became due and payable.

It is a question of fact whether a misrepresentation made in the application for this policy or in the policy itself was material to the risk or contributed to the contingency or event on which this policy became due and payable.

Under the **Excess Coverage** provision, the following changes are made:

Paragraph A. is replaced by the following:

- A. Coverage under this policy applies on a primary basis with respect to “your covered auto” or any coverage provided under **PART A** for a “temporary vehicle” only.

Paragraph B. is deleted.

The **Exclusion of Transportation Network Company and Personal Vehicle Sharing Program Use** provision is deleted.

Under the **Legal Action Against Us** provision, paragraph C. is replaced by the following:

- C. Under **PART D**, suit or action must start within 2 years and 1 day from the date the cause of action first accrues, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

The **Payment of Loss** provision is deleted.

The **Private Pleasure Use** provision is deleted.

Under the **Regular Use Vehicle Requirement – Purchasing and Maintaining Other Insurance Coverage for You and Your Regular Use Vehicle** provision, the following changes are made:

Paragraph A. is replaced by the following:

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance, and use of “your covered auto” or “temporary vehicle”. In no event will this policy:
  1. Provide coverage for any vehicles other than “your covered auto” or “temporary vehicle”; or
  2. Be your primary personal vehicle insurance. This does not include the coverages provided in **PART A** for “temporary vehicles”; or
  3. Provide insurance for any auto or other motor vehicle, other than “your covered auto” or “temporary vehicle”, with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by your or a “family member”.

Paragraph B.3. is replaced by the following:

- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
  3. To the extent allowed by law, we have the right to non-renew this policy at each 1-year anniversary of its original effective date if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

The **Termination** provision is replaced by the following:

#### **TERMINATION**

- A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The Named Insured shown in the Declarations may cancel by:

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- a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing notice to the Named Insured shown in the Declarations at the address shown in this policy or otherwise last known to us at least 10 days before the effective date of cancellation.
  3. We will not cancel this policy solely because you are an elected official.
  4. When this policy has been in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only for one or more of the following reasons:
    - a. For nonpayment of premium;
    - b. Submission of a fraudulent claim;
    - c. If your driver's license or motor vehicle registration or that of:
      - 1) Any driver who lives with you; or
      - 2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
      - 1) During the policy period; or
      - 2) Since the last anniversary of the original effective date if the policy period is other than 1 year.
      - 3) However, in the event you or a driver described in 4.c. above has had his or her driver's license suspended or revoked, before canceling this policy, we will offer to continue the policy with a provision excluding coverage when the person who has had his or her driver's license suspended or revoked is operating "your covered auto". If such offer is accepted by you, we will issue an endorsement to that effect; or
    - d. If the Texas Department of Insurance determines that continuation of the policy would result in a violation of the Texas Insurance Code or any other law governing the business of insurance in Texas.

#### B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the Named Insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 60 days before the end of the policy period. We will have the right not to renew or continue it only at each 1-year anniversary of its original effective date.

However, we will not refuse to renew or continue this policy solely because:

1. Of the age of you or a "family member"; or
2. You are an elected official.

Notice of Failure to Cooperate:

We will notify you if any insured fails or refuses to cooperate with us in the investigation, settlement, or defense of a third-party liability claim or action or if we are unable to contact the insured.

Nonrenewal for Failure to Cooperate:

After we notify you, if the insured continues to fail or refuse to cooperate in the third-party liability claim, then we will not renew this policy at the end of the policy period. We will not renew this policy regardless of other required notices and even if it is not your policy's anniversary.

#### C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer. If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### D. Other Termination Provisions



1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund no later than the 15<sup>th</sup> business day after the effective date of cancellation. Any refunded premium will be calculated pro rata from the unearned premium for the current policy period. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

Under the **Transfer of Your Interest in this Policy** provision, paragraph A.1. is replaced by the following:

- A. Your right and duties under this policy may not be assigned without our written consent. However, if a Named Insured shown in the Declarations dies, coverage will be provided for:
  1. The surviving spouse. Coverage applies to the spouse as though a Named Insured shown in the Declarations.

The following provisions are added:

#### **NEWLY ACQUIRED COLLECTOR VEHICLES**

Coverage for an "additional vehicle" or "replacement vehicle" is provided as described below.

- A. For any coverage provided in this policy except coverage under **PART D**, an "additional vehicle" and a "replacement vehicle" will have the broadest coverage we now provide for any collector vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to an "additional vehicle", you must ask us to insure it within 30 days after you become the owner. If you ask us to insure an "additional vehicle" after the 30 days has elapsed, any coverage we provide for an "additional vehicle" will begin at the time you request the coverage. For a "replacement vehicle", coverage is provided for this vehicle without your having to ask us to insure it.
- B. For a "replacement vehicle", coverage under **PART D** of this policy will be the same as the coverage for the vehicle being replaced. However, you must notify us within 30 days of the date you became the owner if you wish to add or continue coverage for damage for the "replacement vehicle".
- C. For an "additional vehicle", coverage under **PART D** of this policy will be the broadest coverage provided under the policy for any covered vehicle shown in the Declarations. However, you must notify us within 30 days of the date you became the owner if you wish to add or continue coverage for damage to the "additional vehicle".
- D. When automatic coverage under **PART D** of this policy is provided on a "newly acquired collector vehicle" within 30 days of the date you become the owner, the limit provided on the "newly acquired collector vehicle" will be the lesser of the following:
  1. The purchase price;
  2. The verifiable value; or
  3. The highest "Guaranteed Value<sup>®</sup>" shown in the Declarations.
- E. If you ask us to add or continue coverage under **PART D** of this policy for a "newly acquired collector vehicle", coverage will begin at the "Guaranteed Value<sup>®</sup>" at the time you request the coverage for the "newly acquired collector vehicle".

#### **NOTICE OF SETTLEMENT OF LIABILITY CLAIMS**

- A. We will notify the Named Insured, in writing, of any initial offer to compromise or settle a claim against an "insured" under **PART A** of this policy. We will give the Named Insured notice within 10 days after the date the offer is made.
- B. We will notify the Named Insured, in writing, of any settlement of a claim against an "insured" under **PART A** of this policy. We will give the Named Insured notice within 30 days after the date of the settlement.

#### **PAYMENT OF FIRST PARTY CLAIMS**

- A. Within 15 days after we receive written notice of a claim, we will:
  1. Acknowledge receipt of the claim. If our acknowledgement of the claim is not in writing, we will keep a record of the date, method, and content of our acknowledgement.

2. Begin any investigation of the claim.
3. Specify the information that the person making the claim must provide in accordance with paragraph B. of **PART E**.

We may request more information if, during the investigation of the claim, such additional information is necessary.

- B. After we receive all information we request, we will notify the person making the claim, in writing, whether the claim will be paid or has been denied, or whether more time is needed. We will notify the person making the claim:
  1. Within 15 “business days”; or
  2. Within 30 days if we have reason to believe the loss resulted from arson.
- C. If we deny the claim or require more time for processing the claim, we must:
  1. Give the reasons for denying the claim; or
  2. Give the reasons we require more time to process the claim. However, we must either approve or deny the claim within 45 days after the date we notify the person making the claim that more time is needed.
- D. In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above in B.1. are extended for an additional 15 days.
- E. We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown in this policy. If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.
- F. If we notify the person making the claim that we will pay the claim, or part of the claim, we will pay the claim within 5 “business days” after we notify that person.
- G. Payment of loss, less any applicable deductible shown in the Declarations, will be made within 5 “business days” after we either reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.
- H. If payment of the claim or part of the claim requires the performance of an act by the person making the claim, we will pay the claim within 5 “business days” after the date that person performs the act.
- I. In the case of a total loss or a “constructive total loss”, you may retain the salvage or surrender the salvage to us. You must advise us of your intent prior to our making payments under the terms of this policy.
- J. The amount we will pay for a total loss or “constructive total loss” of “your covered auto(s)” shall be reduced by any amount previously paid in the same policy period for repairs not completed at the time of the total loss or “constructive total loss”.

All other policy provisions apply.