



**FOREMOST®**

COUNTY MUTUAL  
INSURANCE COMPANY  
LEWISVILLE, TEXAS 75077

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**TEXAS  
PERSONAL AUTO  
POLICY FOR  
INSURING YOUR  
TRAVEL TRAILER**

Sample

Form 2862 02/01



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# YOUR TEXAS PERSONAL AUTO POLICY — QUICK REFERENCE

## DECLARATIONS PAGE

Name of Insurance Company  
 Your Name and Address  
 Your Auto or Trailer  
 Policy Period  
 Coverage and Amounts of Insurance

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THESE POLICY PROVISIONS, WITH THE DECLARATIONS PAGE AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.

# TEXAS PERSONAL AUTO POLICY

## AGREEMENT

In return for payment of the premium and subject to all the terms of this policy we agree with you as follows:

## DEFINITIONS

Throughout this policy, “you” and “your” refer to:

1. The “named insured” shown in the Declarations, and
2. The spouse if a resident of the same household.

“We,” “us” and “our” refer to the Company providing this insurance.

For purposes of this policy, a private passenger type auto or pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are boldfaced when used.

“**Family member**” means a person who is a resident of your household and related to you by blood, marriage or adoption. This definition includes a ward or foster child who is a resident of your household, and also includes your spouse even when not a resident of your household during a period of separation in contemplation of divorce.

“**Occupying**” means in, upon, getting in, on, out or off.

“**Trailer**” means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

“**Your covered auto**” means:

1. Any vehicle shown in the Declarations;
2. Any of the following types of vehicles on the date you became the owner:
  - a. a private passenger auto; or
  - b. a pickup or van with a G.V.W. of 10,000 lbs. or less not used for the delivery or transportation of goods, materials or supplies other than samples; unless (1) the delivery of goods, materials or supplies is not the primary usage of the vehicle, or (2) used for farming or ranching.

This provision (2.) applies only if you:

- a. acquire the vehicle during the policy period; and
- b. notify us within 30 days after you become the owner.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. You must notify us of a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any **trailer** you own.
4. 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
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

## PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

### INSURING AGREEMENT

We will pay for direct and accidental loss to **your covered auto**, including its equipment less any applicable deductible shown in the Declarations. However, we will pay for loss caused by **collision** only if the Declarations indicate that Collision Coverage is provided. “**Collision**” means the upset, or **collision** with another object of **your covered 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**.

### TRANSPORTATION EXPENSES

In addition we will pay up to \$20 per day, to a maximum of \$600 for transportation expenses incurred by you. This applies only in the event of the total theft of **your covered auto**. We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when **your covered auto** is returned to use or we pay for its loss.

### 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 car pool; or
  - b. being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
  - c. rented or leased to another; this does not apply if you or any **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
2. Damage due and confined to:
  - a. wear and tear;
  - b. freezing;
  - c. mechanical or electrical breakdown or failure; or
  - d. road damage to tires.

This exclusion does (2.) not apply if the damage results from the total theft of **your covered auto**.

3. Loss due to or as a consequence of:
  - a. radioactive contamination;
  - b. discharge of any nuclear weapon (even if accidental);
  - c. war (declared or undeclared);
  - d. civil war;
  - e. insurrection; or
  - f. rebellion or revolution.

4. Loss to stereos, radios and other sound reproducing equipment. This exclusion (4.) does not apply if the equipment is permanently installed in **your covered auto**.
5. Loss to tapes, records or other devices for use with equipment designed for the reproduction of sound.
6. Loss to a camper body or **trailer** not shown in the Declarations. This exclusion (6.) does not apply to a camper body or **trailer** you:
  - a. acquire during the policy period; and
  - b. notify us within 30 days after you become the owner.
7. Loss to any vehicle while used as a temporary substitute for a vehicle you own which is out of normal use because of its:
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.
8. When in or upon any **trailer**, loss to:
  - a. TV antennas;
  - b. awnings or cabanas; or
  - c. equipment designed to create additional living facilities.
9. Loss to any of the following or their accessories:
  - a. citizens band radio;
  - b. two-way mobile radio;
  - c. telephone;
  - d. scanning monitor receiver; or
  - e. any device or instrument used for detection of radar or other speed measuring equipment.

This exclusion (9.) does not apply if the equipment is permanently installed in the opening of the dash or console of the auto. This opening must be normally used by the auto manufacturer for the installation of a radio.

10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
  - a. special carpeting and insulation, furniture, bars or television receivers;
  - b. facilities for cooking and sleeping;
  - c. height-extending roofs; or
  - d. custom murals, paintings or other decals or graphics.

This exclusion (10.) does not apply if the value of the custom furnishings or equipment has been reported to us prior to a loss and included in the premium for this coverage.

11. Loss due to or as a consequence of a seizure of **your covered auto** by federal or state law enforcement officers as evidence in a case against you by the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

### LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property;
2. Amount necessary to repair or replace the property with other of like kind and quality; or
3. Amount stated in the Declarations of this policy.

The most we will pay for loss to equipment listed in Exclusion 4. is \$1500.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations.

### PAYMENT OF LOSS

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:

1. You; or
2. 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.

### NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

### OTHER INSURANCE

If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

For any loss to which Uninsured/Underinsured Motorists Coverage (from this or any other policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:

1. Neither one by itself is sufficient to cover the loss;

2. You pay the higher deductible amount (but you do not have to pay both deductibles); and
3. You will not recover more than the actual damages.

### APPRAISAL

If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

### PART E — DUTIES AFTER AN ACCIDENT OR LOSS

#### GENERAL DUTIES

We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. If we show that your failure to provide notice prejudices our defense, there is no liability coverage under the policy.

A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for these exams.
4. Authorize us to obtain:
  - a. medical reports; and
  - b. other pertinent records.
5. When required by us:
  - a. submit a sworn proof of loss;
  - b. submit to examination under oath.

### **ADDITIONAL DUTIES FOR UNINSURED/ UNDERINSURED MOTORISTS COVERAGE**

A person seeking Uninsured/Underinsured Motorists Coverage must also:

1. Promptly notify the police if a hit and run driver is involved;
2. Promptly send us copies of the legal papers if a suit is brought;
3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and
4. Permit us to inspect and appraise the damaged property before its repair or disposal.

### **ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO**

A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect **your covered auto** and its equipment from further loss. We will pay reasonable expenses incurred to do this;
2. Promptly notify the police if **your covered auto** is stolen; and
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

## **PART F — GENERAL PROVISIONS**

### **BANKRUPTCY**

Bankruptcy or insolvency of the covered person shall not relieve us of any obligations under this policy.

### **CHANGES**

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change in accordance with rules prescribed by the Texas Department of Insurance or its successor. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  1. The number, type or use classification of the insured autos;
  2. Operators using insured autos;
  3. The place of principal garaging of insured autos;

4. Coverage, deductible or limits.

- C. If this policy form is revised to provide more coverage without additional premium charge, we will automatically provide the additional coverage as of the date the revision is effective.
- D. We will compute the premium at the rates in effect on each anniversary date of the policy's inception date for a policy written for more than a full year.

### **LEGAL ACTION AGAINST US**

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until:

1. We agree in writing that the covered person has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring us into any action to determine the liability of a covered person.

### **OUR RIGHT TO RECOVER PAYMENT**

A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.  
(A release of the insurer of an underinsured motor vehicle does not prejudice our rights.)

However, our rights in this paragraph do not apply under Part D, against any person using **your covered auto** with a reasonable belief that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
  1. Hold in trust for us the proceeds of the recovery; and
  2. Reimburse us to the extent of our payment.  
(However, we may not claim the amount recovered from an insurer of any underinsured motor vehicle.)

## POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

## TERMINATION

**Cancellation.** This policy may be canceled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - 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 at least 10 days notice to the named insured shown in the Declarations at the address shown in this policy.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. if you submit a fraudulent claim; or
  - b. for nonpayment of premium; or
  - 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. However, we will not cancel if you consent to the attachment of an endorsement eliminating coverage when **your covered auto** is being operated by the driver whose license has been suspended or revoked.
4. We may not cancel this policy based solely on the fact that you are an elected official.

**Non-renewal.** 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 30 days before the end of the policy period. If the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date. We will not refuse to renew because of a covered person's age. We may not refuse to renew this policy based solely on the fact that you are an elected official.

**Automatic Termination.** If, at any time, 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.

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.

## 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 promptly. The premium refund, if any, will be computed pro rata, subject to the policy minimum premium. 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.
4. Any cancellation or restriction of coverage made without your consent will be of no effect, except as:
  - a. provided for in this Termination provision under:
    - (1) Cancellation;
    - (2) Non-renewal; or
    - (3) Automatic Termination; or
  - b. required by the Texas Department of Insurance.

## TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights 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 if resident in the same household at the time of death. Coverage applies

to the spouse as if a named insured shown in the Declarations.

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

Coverage will be provided until the end of the policy period.

**NOTE:** Refer to Medical Payments and/or Personal Injury Protection Coverages for Assignment of Benefits.

### **TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under one policy.

### **SPECIAL PROVISIONS**

This company is licensed to operate under Chapter 17, Texas Insurance Code, 1951, as amended, and such statutes shall apply to and form a part of this policy the same as if written or printed upon, attached or appended hereto.

This policy is issued subject to the constitution and by-laws and all amendments thereto of the Company, which shall form a part of this policy.

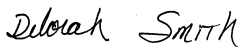
### **MUTUALS-MEMBERSHIP AND VOTING NOTICE**


The insured is notified that by virtue of this policy, he is a member of the Foremost County Mutual Insurance Company of Lewisville, Texas, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Principal Office, Lewisville, Texas, on the second Monday of March, in each year, at 10:00 o'clock a.m.

### **MUTUALS-PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY**

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

**In Witness Whereof**, the company has caused this policy to be executed and attested.

  
President

  
Secretary

## **530A. LOSS PAYABLE CLAUSE**

Loss Payee: As shown in the Declarations

Loss or damage under Coverage for Damage to Your Auto shall be paid as interest may appear to you and the loss payee shown in the Declarations or in this endorsement. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.