

The NK 100 TX (08 16) Personal Auto Policy establishes the terms and conditions for coverage of insured vehicles, effective upon premium payment. It includes various coverages as detailed in the Declarations, such as liability, medical payments, uninsured motorists, and damage to covered autos, each with specific exclusions and limits. Key definitions clarify that "you" and "your" refer to the named insured and their spouse, while "we," "us," and "our" refer to the insurance company. Liability coverage excludes intentional damage, certain business uses, and injuries sustained while occupying a vehicle used for business purposes. The insured must fulfill specific duties after an accident, including promptly notifying the insurer and providing detailed incident information; failure to comply may result in denial of coverage. Newly acquired vehicles are covered from the date of ownership, subject to certain requirements.

Exclusions apply to losses from ride-sharing activities or business use without prior disclosure. The policy outlines premium payment obligations, conditions for termination, and claims filing procedures. The insured must provide necessary records related to any injury or loss and submit to examinations under oath. Liability coverage is contingent upon premium payment and covers damages for which the insured is legally responsible due to an auto accident involving their covered vehicle, with the insurer defending or settling claims as deemed appropriate. However, the insurer is not obligated to defend claims not covered by the policy or those arising from intentional misrepresentation. Specific exclusions include bodily injury or property damage from intentional acts, injuries to employees during employment, and damages from business use of vehicles. Liability limits for bodily injury and property damage are specified, with maximum payouts as shown in the Declarations, and duplicate payments for the same loss are prohibited.

In the event of an accident outside the state of issuance, the policy adapts to comply with higher liability limits or compulsory insurance laws of that state. Part B covers medical payments for reasonable expenses incurred due to bodily injury to an insured or if an insured is struck as a pedestrian, with exclusions for injuries in vehicles with fewer than four wheels or during employment

covered by workers' compensation. Part C addresses uninsured motorists coverage, requiring the insured to notify the insurer of legal actions involving uninsured vehicles and clarifying definitions of "insured" and "uninsured motor vehicle." Coverage for damages from uninsured vehicles includes hit-and-run incidents, requiring actual physical contact and a police report within 24 hours. Exclusions apply for injuries while occupying an uninsured vehicle or if the accident is not reported timely.

The policy also covers damage to "your covered auto," with exclusions for losses from carrying goods for a fee, competitive events, and environmental factors. Coverage limits are set to the actual cash value or repair costs, with specific caps on coverage for keys and storage costs. The appraisal process for loss amount disagreements is outlined, and the insurer's obligations remain despite the insured's bankruptcy. Changes to the policy require endorsements, and the insurer may adjust premiums based on changes in vehicle use or operator information. Fraud or misrepresentation can void coverage, and legal action against the insurer requires compliance with policy terms. The policy is effective only for accidents during the policy period and within specified territories, with premium payments necessary to maintain validity. Cancellation can occur by either party with specified notice periods, and automatic termination happens under certain conditions. Rights and duties under the policy cannot be assigned without consent, but coverage continues for a surviving spouse or legal representative of a deceased insured.

Claims filing procedures require written submission, with the insurer documenting acknowledgment and commencing an investigation. The insurer must notify the claimant of the claim's status within specified timeframes, and if approved, payment is made within five business days. Liability claims require the insurer to notify the named insured of settlement offers and settlements within specified periods. The policy is governed by the Texas Insurance Code and includes provisions for policyholder participation in company meetings and dividend distributions. An installment payment plan is available, and the policy is valid only when countersigned by an authorized representative.