**Limited and Priority Understanding Our Endorsements**

This is not the legal representation of the endorsements, just a summary to assist you and your agent in understanding and clarification. This form is not a part of the application or the policy. Please refer to your application or personal auto policy for the endorsement language as it applies.

**Limited and Priority:**

1. Empower was the first company in Texas to use these endorsements.
2. Empower along with Old American developed the program.
3. The program is approved by the Texas Department of Insurance.
4. The purpose: to reinforce items in the PAP, control fraud and provide a lower rate.

**Endorsement OACM.PhysDam.001:**

The Company will pay the cost to restore your covered auto to its pre-loss condition. At the Company’s option, the amount paid will be based upon the cost of aftermarket or recycled use parts.

There is no coverage under Part D – Coverage for Damage to Your Auto, for any equipment on or in your covered auto that was not installed at the factory.

If repair or replacement of your covered auto or part of your covered auto results in betterment of the vehicle or the part, you will be required to pay the difference in order to get your auto repaired or replaced.

**Endorsement OACM.YCA.002:**

You must notify Empower Insurance within 10 (ten) days of your acquisition of another auto, if a replacement or addition, to the current auto, for any coverage to apply.

If there is no auto with PART D - Coverage for Damage to Your Auto, on the declarations page, but you want part D coverage for the vehicle you acquired you must notify us within 10 (ten) days of the acquisition for coverage to apply.

Any additional coverage that you need for the additional or replacement vehicles will only be added at the time you contact us to request the coverage, even after the 10 day notification period.

**Endorsement OACM.AuthDriv.003a:**

Coverage for PART D (Coverage for Your Auto) is only provided if your covered auto is being operated or otherwise controlled by you or another person on the declaration page. You must notify us of any and all drivers for coverage to exist.
Endorsement OACM.Storage.004:

In the event that your covered auto requires storage following an accident, you must authorize us to have it moved to a facility of our choice at our expense.

You will need to contact the storage facility and release your covered auto as soon as possible to Empower Insurance.

Endorsement OACM.DelFee.005:

There is no coverage for liability of physical damage if the covered vehicle, or any vehicle you are operating or is in your control, if it is being used to carry, transport or deliver, people, property, or goods for a fee. You must disclose on your application if you are using your vehicle in this manner.

Endorsement OACM.ContLiab.006:

There is no coverage under Part A - Liability Coverage - where liability is imputed or assumed solely because you signed a contract that references your automobile liability policy. If you rent a car, you should notify the rental company of this change to your policy, as there may be optional coverage you can purchase from such a company.

Endorsement OACM.AutoTerm.007:

If someone other than you, or a family member becomes the owner of the auto, then coverage for that auto will automatically terminate at the time of possession, title, or right of control is passed to the new owner. If you lease your vehicle, or someone is purchasing the vehicle from you, there is no coverage, as the vehicle has changed possession.

No Coverage if someone new possesses the vehicle.

Endorsement OACM.CrimeIntent.008

There is no coverage under any portion of this policy for damages or injuries that result or may reasonably be expected to result from the intentional or criminal acts of you, a family member or anyone operating your covered auto with your consent.

There is also no coverage under this policy for damages or injuries that result while you, a family member or anyone operating your covered auto with your consent is attempting to evade arrest of a law enforcement official.

Endorsement OACM.MisrepFraud.009:

We may void the policy and provide no coverage under any portion of the policy, for a claim
that would otherwise be covered in the absence of your fraudulent conduct, misrepresentation, misstatements or omissions of important information, including those made when applying for the coverage. If you engage in these activities and we still made a payment under your policy, we have the right to recover from you the amount of the payment we made.

Misrep / Fraud / Omission on the app or otherwise = No Coverage
You must inform us of all accidents, tickets, household members, drivers, and other requested information and it must be correct.

**Endorsement OACM.CP.013c:**

Liability coverage is only provided for you, your family members listed on the Declarations Page and licensed, and other residence of your household listed on the Declarations Page and licensed, or other persons who are not a family member or a resident of your household but is using your covered auto with your expressed or implied permission. Part A Liability Coverage will not be provided if an unlicensed and/or unlisted family member or resident is operating the auto.

**Endorsement OACM.OutOfState.016a:**

If you are involved in an accident in a state or province that has compulsory insurance laws for non residents, we will honor that province or state’s requirements as to the liability coverage. However, we will not automatically provide first party coverage or increased limits for first party coverage in states that have no-fault or similar laws.

**Endorsement OACM.Punitive.018**

This policy will not provide coverage for you in the event that you or an uninsured/underinsured motorist becomes liable for exemplary or punitive damages.

Exemplary damages means any damages awarded as a penalty or by way of punishment but not for compensatory damages. Exemplary damages are neither economic nor noneconomic damages and include punitive damages.

**Endorsement OACM.RentProp.NOAuto.019**

There is no coverage under Part A (Liability) or Part D (Coverage for Damage to Your Auto) for damage to property for which you or any covered person may rent, use or have care, custody or control.

If you are involved in an accident while using a borrowed or rented automobile, this policy will not cover your liability for the damage to the borrowed or rented automobile.
If you rent an auto, you should notify the rental company of this change to your policy, as there may be optional coverage (sometimes referred to as waivers) that you can purchase from such company.

**Endorsement OACM.NoBusiness.020**

If you engage in any business use of your covered auto, there will be no coverage, both under Part A – Liability Coverage and Part D – Coverage for Damage to Your Auto.

Business use includes but is not limited to transporting persons, equipment or tools of the trade to or from a job site or using a vehicle while engaged in any business or occupation, including but not limited to: construction, courier or delivery services, landscaping, painting, carpentry, masonry, food services, janitorial services, or any other trade-type service.