

**IN THE MUNICIPAL COURT OF APPEALS
OF THE CITY OF EL PASO, TEXAS**

ARNULFO RASCON,)	
)	
Appellant,)	
vs.)	No. 96-MCA-2390
)	
STATE OF TEXAS,)	
)	
Appellee.)	

OPINION

Appellant appeals his conviction in Municipal Court for failing to maintain financial responsibility. Appellant has presented to this Court as a part of the record, an insurance policy written by an insurance company in Mexico issued in his name and covering a 1990 Dodge Dynasty. The policy is valid in the United States and meets the minimum liability limits as required by the Financial Responsibility Act. The coverage was effective on the date that Appellant was cited, however, at the time he was cited he was driving a different vehicle than the one listed above.

The City does not contest that the policy of insurance was valid in the United States and effective on the date Appellant was cited, but contends that it does not cover the vehicle he was driving at the time.

The Motor Vehicle Safety Responsibility Act, (Section 601.001, et seq. Transportation Code) requires proof of financial responsibility that may be established by an insurance policy giving owners and operators of motor vehicles the ability to respond in damages for all losses resulting from the ownership, maintenance, or use of a motor vehicle. American States Insurance Company v. Arnold, 930 S.W.2d 196 (Tex.App.-Dallas 1996); Segal v. Southern

County Mutual Insurance, Co., 832 S.W.2d. 617 (Tex.App.-Dallas 1992). An insurance policy must, with respect to each motor vehicle, provide a minimum of \$20,000.00 coverage for bodily injury to one person in one accident, and under its terms, must pay on behalf of the named insured and any other person using a covered motor vehicle with express or implied permission of the named insured. Therefore, there is coverage on a vehicle identified in the policy, and extended coverage on any other vehicle that a person is driving with the express or implied permission of the owner thereof under what is known as the Omnibus Provision of an insurance policy. Nationwide Prop. and Cas. Ins. Co. v. McFarland, 887 S.W.2d 487 (Tex.App.-Dallas 1994); see also Dairyland County Mut. Ins. Co. v. Childerss, 650 S.W.2d 770 (Tex. 1993).

Additionally, under a Texas standard insurance policy, “a covered person” is also defined as the person in whose name the policy of insurance is issued. Such a policy provides for coverage for any auto accident or other occurrence arising out of the ownership, maintenance or use of any auto by the “covered person”. Under that provision, clearly Appellant would be covered whether he was driving the vehicle listed on his insurance policy or any other auto, and thus, met the requirements of the law.

The Trial Judges should be alert to the fact that there may be extended coverages available to those persons charged with a violation of the Motor Vehicle Safety Responsibility Act. Inquiry, as necessary, should be made to determine if the person is a “covered person” under a policy of insurance or whether the person may be a permissive user of a vehicle, which, in either event, would satisfy the law’s requirements.

The issue in this case was additionally difficult because the proof of financial responsibility submitted by Appellant was a declaration page from an insurance company in

Mexico, but this Court has confirmed that the coverage provided therein was effective in the United States. Obviously, the Trial Court, faced with heavy dockets, is not in a position to confirm questionable coverage as this Court has had an opportunity to do in this particular case.

Having found that Appellant was in compliance with the Motor Vehicle Safety Responsibility Act at the time he was cited, his conviction cannot stand, and the Judgment of the Trial Court is hereby reversed and rendered in his favor.

SIGNED this 11 day of June, 1997.


JUDGE

JUDGMENT

This case came on to be heard, the same being considered, because it is the opinion of this Court that there was error in the Judgment, it is ORDERED, ADJUDGED and DECREED by the Court that the Judgment be in all things reversed and rendered in Appellant's favor, and judgment of acquittal be entered in his behalf.

SIGNED this 11 day of June, 1997.


JUDGE