

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

DAVID ARCE,)	
)	
Appellant,)	
vs.)	No. 97-MCA-2403
)	
STATE OF TEXAS,)	
)	
Appellee.)	

OPINION

Appellant appeals his conviction in Municipal Court for failing to maintain financial responsibility. Appellant was found guilty after presenting the Court a Texas liability insurance card which did not specifically name Appellant as a covered driver.

Since that time, Appellant has supplemented the record before this Court to reflect that there was, in fact, liability insurance covering the vehicle he was driving on the date he was cited, and which specifically names him as an authorized driver. This information was not provided to the Trial Court, but clearly reflects that Appellant was in compliance with the law, and therefore, his conviction cannot stand.

It should be noted that a standard Texas personal auto policy provides liability coverage for any "covered person." A "covered person" is defined as a person named in the declarations or any family member, who in turn, is defined as any person related to the person named in the declaration by blood, marriage or adoption, and who is also a resident of their household.

Therefore, Appellant would have met the requirements of the Financial Responsibility law if he met the above criteria as provided in the policy whether or not he was specifically named as a driver of the vehicle.

Again, as this Court said in Rascon v. State of Texas, 96-MCA-2390 (Mun.Ct.App.), the Trial Judges should be alert that there may be extended coverages available to persons charged with this offense even though they are not specifically named on the Texas liability insurance card or the declaration page of the policy or even driving a vehicle not specifically identified in those documents as a permissive user.

Having determined that had the Trial Court had the information available to this Court relating to proof of financial responsibility, a conviction would not have resulted, the Judgment of the Trial Court is hereby reversed and rendered in Appellant's favor.

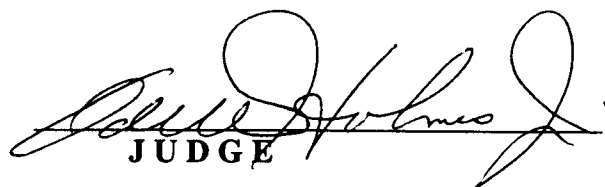
SIGNED this 28 day of August, 1997.


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 28 day of August, 1997.


JUDGE