

**LYNDON SOUTHERN  
INSURANCE COMPANY**

**OKLAHOMA  
Personal Auto Policy**

**WARNING**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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**YOUR PERSONAL AUTO POLICY**  
**QUICK REFERENCE**

**Important**

This insurance policy is a legal contract between **you** and **us**.

**Read your policy carefully.** This index of policy provisions provides a brief outline of some of the important features of **your** policy, but it is not the insurance contract. In the event of a dispute, the actual policy provisions will control. The policy sets forth in detail the rights and obligations of **you** and **us**.

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## AGREEMENT

In return for **you** premium payment and subject to the terms and conditions of this policy, **we** agree to insure **you** for the coverages and limits of liability shown on the policy's **Declarations Page**, and all endorsements to this policy.

## DEFINITIONS

The following definitions apply throughout the policy. Defined terms are printed in boldface type and have the same meaning whether in the singular, plural or any other form.

1. **Accident** means a sudden, unexpected, and unintended event causing **bodily injury** or **property damage**. The **accident** must arise out of the ownership, maintenance, or use of an **auto**. All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **accident**.
2. **Additional Auto** means an **auto** that **you** become the owner of, and that **you** acquire or purchase during the policy period, and under this policy **we** insure all the **autos you** own or lease for a term of at least six months. To qualify as an **additional auto** under this policy, any newly acquired **auto** must be an acceptable risk to **us** under **our** underwriting guidelines.
3. **Actual Cash Value** means the cost to replace an item or property, less **depreciation** and/or **betterment**.
4. **Auto** means a licensed and registered motorized four-wheel land vehicle of the private passenger type intended for use on public roads. **Auto** includes a pickup, a van or sports utility vehicle with a load capacity of 1,500 lbs. or less, that is not used in any business other than farming or ranching. **Auto** does not include motorcycles, midget cars, golf carts, tractors, farm machinery, any vehicle operated on rails or crawler treads, or any vehicle used as a residence or premises.
5. **Betterment** means making an item better or adding value thereto.
6. **Bodily Injury** means injury to the body, including sickness, or disease that results in impairment of physical condition, including death that result therefrom, which is caused by an **auto accident** covered under this policy and which occurs while the policy is in force.
7. **Declarations Page** means the document **you** received from **us** listing:
  - a. The policy period;
  - b. The types of coverage **you** have selected;
  - c. The limit for each coverage;
  - d. The cost for each coverage;
  - e. The deductibles;
  - f. The specified **autos** covered by this policy;
  - g. The types of coverage for each **auto**; and
  - h. Other information applicable to this policy.
8. **Depreciation** means the loss of value caused by physical and/or technological deterioration.
9. **Derivative claims** include claims for care, loss of services and loss of consortium.
10. **Family member** means any person related to **you** by blood, marriage or adoption, including a ward, step child or foster child, who lives in **your** household whether or not temporarily living elsewhere. **Family member** includes a minor under **your** guardianship who lives in **your** household. Any **family member** must be listed on the **application** or endorsed on the policy prior to an **accident** or loss.
11. **Non-Owned Auto** means any private passenger **auto** or **trailer** not **owned** by or furnished or available for the regular use of **you** or any **family member** while in the custody of or being operated by **you** or any **family member**. However, **non-owned auto** does not include any vehicle used as a temporary substitute for a vehicle **you own** which is out of normal use because of its breakdown, repair, servicing, loss or destruction.
12. **Occupying** means in, upon, entering into or exiting from.
13. **Owned** or **ownership** means to:
  - a. Holds actual legal title to the vehicle;
  - b. Has legal possession of the vehicle that is subject to a conditional sale agreement or mortgage; or
  - c. Have legal possession of the vehicle that is leased to that person. Any **auto** leased under a written agreement for a continuous period of six (6) months or more shall be deemed to be **owned**.
14. **Pollutant** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkaloids, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
15. **Property Damage** means physical damage to tangible property, including destruction or loss of is use, which is caused solely by an **auto accident** covered under this policy and occurring while the policy is in force.
16. **Regular operator** means any person not shown on the **Declarations Page** who has or had care, custody or control of the **covered auto** for more than twenty-four (24) hours at any time during the policy term as shown on the

**Declarations Page.** The twenty-four hours may be consecutive or cumulative.

17. **Replacement Auto** means an **auto** that **you** become the owner of and that **you** acquire or purchase during the policy period to take the place of an **auto** described on the **Declarations Page** because of:
- Termination of **your ownership** interest in an **auto** described on the **Declarations Page**; or mechanical breakdown, theft, deterioration, or total loss of an **auto** described on the **Declarations Page**, rendering it permanently inoperable.
  - To qualify as a **replacement auto** under this policy, any newly acquired **auto** must be an acceptable risk to **us** under **our** underwriting guidelines.
18. **Resident** means any person living in **your** household, other than **you** or a **family member**. Any **resident** must be listed on the **application** or endorsed on the policy prior to a loss or **accident**.
19. **Trailer** means a vehicle that is not self-propelled and is designed to be pulled by a:
- Private passenger **auto**; or
  - Pickup, panel truck or van-type truck.
- Trailer** also means a farm wagon or farm implement while towed by a vehicle listed in **a.** or **b.** above.
20. **We, us, and our** refer to the Company shown on the **Declarations Page** providing this insurance.
21. **You and your** refers to:
- A person shown as the named insured on the **Declarations Page**; and
  - The spouse of the named insured if residing in the same household.
22. **Your covered auto** means:
- The **auto** shown on the **Declarations Page**; and
  - A **replacement auto**. **You** must notify **us** within seven (7) days of **your** acquisition of the **replacement auto** for it to be a **covered auto**. The **replacement auto** will have the broadest coverage **we** now provide for the **auto** being replaced only if **you** notify **us** within the seven (7) day period following the acquisition of the **replacement auto**. If the **auto** being replaced does not have coverage under **Part D - Coverage for Damage to Your Auto**, **we** will add this coverage for the **replacement auto** effective after **you** ask **us** to do so. All insurance for the **auto** being replaced ends when **you** take delivery of the **replaced auto**.
  - Any **additional auto**. **You** must notify **us** within four (4) days of **your** acquisition of the **additional auto** for it to be considered **your covered auto**. These provisions apply only if on the date **you** acquire the **additional auto**, **we** insure all vehicles **you** own and **you** ask **us** to insure the **additional auto** within 4 days of the date **you** acquire it. The **additional auto** will have the broadest coverage **we** now provide on **your** policy only if **you** notify **us** within the 4-day period following the acquisition of the **additional auto**. If no **auto** shown on the **Declarations Page** has coverage under **Part D**, **we** will add this coverage for the **additional auto** effective after **you** ask **us** to do so.
  - Any **trailer you own** while it is attached to **your covered auto**. For coverage to be provided under **Part D** of this policy, the **trailer** must be shown on the **Declarations Page** and a premium must be paid.
  - For the purpose of this policy, any **auto** leased by **you** under a written agreement for a continuous period of at least six (6) months shall be deemed to be **owned** by **you**.

## PART A – LIABILITY TO OTHERS

### INSURING AGREEMENT

Subject to the exclusions hereinafter stated, **we** will pay for damages for which any **covered person** becomes legally responsible because of **bodily injury** and **property damage** arising out of the **ownership**, maintenance, or use of a **covered auto** or **trailer**. **We** will settle or defend, as **we** consider appropriate, any claim or suit for these damages. **Our** duty to settle ends when **our** Limit of Liability for this coverage has been exhausted. **We** will not be obligated to defend, settle, or pay any claim or judgment that is not covered by this policy.

It is further understood and agreed that **we** are not obligated to pay, and shall not pay, attorney's fees for any legal or investigative work unless such attorneys are selected by **us**. It is further understood and agreed that **we** are not obligated to pay, and shall not pay any sum which the **covered person** may be legally obligated to pay as a result of a lawsuit unless **we** received actual notice of said suit before any judgment had been entered in said suit. Except when **we** are defending **you** under a Reservation of Rights, in which event **you** may obtain counsel of **your** choice, in no event shall **we** be responsible for other than reasonable fees for an attorney experienced in that area of law.

**Covered person** as used in this **Part** means:

1. **You** or any **family member** for the **ownership**, maintenance, or use of a **covered auto** or **trailer**. Any **family member** must be shown on the **Declarations Page** or added by endorsement during the policy term and prior to the date of loss.
2. Any person, other than a **family member**, **resident**, or **regular operator** using **your covered auto** with **your** express permission and within the scope of that permission. Such person must hold a valid driver's license at the time of the loss.
3. For **your covered auto**, any person or organization with respect to legal responsibility for acts or omissions of a person where coverage is afforded under this **Part**.
4. For any **auto** or **trailer**, other than **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of **you** or any **family member** for whom coverage is afforded under this **Part**. This provision applies only if the person or organization does not own or hire the **auto** or **trailer**. This provision applies only if the **covered person** is using the vehicle with a reasonable belief that he or she is entitled to do so.

## SUPPLEMENTAL PAYMENTS

In addition to **our** Limit of Liability, **we** will pay on behalf of a **covered person**:

1. For damages covered under this policy, interest accruing after judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** **Limit of Liability** for this coverage.
2. Premium on appeal bonds and bonds to release attachments in any suit **we** choose to appeal. **We** have no duty to purchase a bond in an amount exceeding **our** Limit of Liability, and we have no duty to apply for or furnish these bonds.
3. Up to \$100 for the cost of a bail bond required because of an accident. The **auto accident** must result in **bodily injury** or **property damage** covered under this policy.
4. Reasonable loss of wages up to fifty dollars (\$50) a day, but not other income, because of attendance at proceedings, trials or hearings at our request.
5. Any other reasonable expenses incurred at **our** request other than loss of wages.

## EXCLUSIONS

**Read the following exclusions carefully. If an exclusion applies, coverage will not be afforded under this Part.**

**We** do not provide coverage for:

1. Any person's liability arising out of the **ownership** or operation of an **auto** or **trailer** while being used to carry persons or property for a fee. This exclusion does not apply to shared-expense carpools.
2. Any person's liability arising out of any contract, bailment or agreement, or to any obligation under the Federal Torts Claims Act.
3. Any person for **bodily injury** to an employee of that person during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' or workmens' compensation benefits are required or available for that domestic employee.
4. Any person while employed or otherwise engaged in the **business** or occupation of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles designed for use mainly on public highways. This exclusion does not apply to the **ownership**, maintenance, or use of **your covered auto** by **you**, any **family member** or partner, agent or employee of **you** or any **family member**.
5. Any person maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in **Exclusion (4.)** above regardless of the amount or type of use made of such vehicle.
6. **Property damage** to property that is **owned** by, rented to, or being transported by, a **covered person**.
7. Any person's liability arising out of the **ownership** or operation of a vehicle while it is being used in any organized racing, speed contest, or exhibition.
8. Any person for **bodily injury** or **property damage** for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
9. **Bodily injury** or **property damage** arising out of actual, alleged or threatened discharge, dispersal, release, or escape of any **pollutant** unless such discharge, dispersal, release or escape is sudden and accidental and arising directly from **collision** or upset of **your covered auto**.
10. **Bodily injury** or **property damage** caused intentionally by or at the direction of, a **covered person**. Coverage under this **Part** shall not apply if the **accident** or its consequences were either intended or could have reasonably been expected.
11. The **ownership** maintenance or use of a motorcycle, or any other self-propelled vehicle, not licensed for use on public roads, or with a load capacity in excess of 1500 pounds

12. The **ownership**, maintenance or use of any vehicle, other than **your covered auto** which is **owned** by **you** or furnished or available for the regular use of **you**, any **family member** or **resident**.
13. The **ownership**, maintenance or use of any vehicle other than **your covered auto** which is **owned** by **you** or furnished or available for the regular use of any **family member**.
14. **Bodily injury** or **property damage** that result from the maintenance or use of **your covered auto** without **your** permission, or not within the scope of such permission.
15. **Bodily injury** or **property damage** that result from a **covered person's** maintenance or use of any **auto** without the **owner's** express permission.
16. Any person's liability arising out of the **ownership** or operation of a vehicle while it is being rented or leased to or for others.
17. Any person's liability arising out of the **ownership** or operation of a vehicle while it is being used as a residence or premises.
18. **Bodily injury** to **you**, any **family member**, or **resident**, to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Compulsory Insurance Law of Oklahoma.
19. **Bodily injury** sustained while **occupying** any motorcycle or vehicle having more or less than four wheels.
20. Any **bodily injury** or **property damaged** caused by a **covered person** or **your covered auto** while in the commission of a crime, other than a traffic violation.
21. **Bodily injury** or **property damage** that result from the use of any **auto** by a person or persons specifically excluded by endorsement.
22. **Bodily injury** or **property damage** caused by **your covered auto** when it is driven by a person who **you** know:
  - a. Is under the minimum age to obtain a license to operate any **auto** in the state in which the **auto** is licensed;
  - b. Is under fifteen (15) years of age;
  - c. Has had their driving privileges rescinded either by license suspension or revocation; or
  - d. Does not possess valid driver's license.
23. Exemplary or punitive damages.

#### LIMITS OF LIABILITY

Regardless of the number of **covered persons**, claims made, **autos** or premiums shown in the **Declarations Page**, **autos** involved in the **accident**, or suits brought, **we** will pay the limits of liability shown in the **Declarations Page** to the following:

1. The limit for each person is the maximum **we** will pay for damages sustained by any one (1) person in any one **accident**. This includes all **derivative claims**.
2. Subject to the **bodily injury** limit for each person, the limit for each **accident** is the maximum **we** will pay for **bodily injury** sustained by two (2) or more persons in any one (1) **accident** and includes all **derivative claims**.
3. The **property damage** liability limit for each occurrence is the maximum **we** will pay for all **property damage** in one (1) **accident**.

Any amount payable under this coverage to or for a **covered person** will be reduced by any payment made to that person under **Part B - Medical Payments Coverage** or **Part C - Uninsured Motorists Coverage**. However, this provision does not apply to you or any **family member** with respect to payments for the same elements of loss under this coverage and **Part B** of this policy.

#### FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, it will comply with the law to the extent of the coverage required by the law, in the state where **we** certified this policy, subject to the limits of this policy. **You** must reimburse **us** for any payment **we** make which **we** would not have made under the terms of this policy except for the agreement contained in this paragraph.

#### OTHER INSURANCE

If there is other applicable insurance, **we** will pay only **our** share. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. However, any insurance **we** provide for an **auto you do** not own shall be excess over any other collectible insurance and the insurance on such **auto** and any other collectible insurance shall be primary.

If there is other applicable liability insurance **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. However, any insurance **we** provide for a vehicle **you** do not own, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any other collectible insurance unless such vehicle is owned by someone who is an authorized motor vehicle dealer. If this occurs and the **accident** arises out of the operation of such vehicle by **you** who is neither the owner nor an employee of the owner of such vehicle, **we** will provide primary insurance, provided:

1. The person operating the vehicle has a reasonable belief that the person is entitled to do so; and
2. The change in financial responsibility is evidenced by a release signed by the person operating the vehicle; and
3. No fee or lease charge has been made by the dealer for the use of the vehicle.

## **OUT OF STATE COVERAGE**

In an **accident**, to which this **Part** applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada other than the one in which an **auto** is principally garaged, and the state, province, territory or possession has:

1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a vehicle in that states, province, territory or possession, this policy will provide the greater of:
  - a. The required minimum amounts and types of coverage; and
  - b. The Limits of Liability under this policy.

## **COMPLIANCE WITH COMPULSORY INSURANCE LAW**

Liability insurance is provided in this policy in accordance with the coverage required by the Compulsory Insurance Law of Oklahoma.

## **PART B –MEDICAL EXPENSE COVERAGE**

### **INSURING AGREEMENT**

Subject to the exclusions hereinafter, **we** will pay reasonable and necessary **medical expenses** because of **bodily injury** caused by an **accident** and sustained by a **covered person**. **We** will pay only those **medical expenses** incurred within two (2) years from the date of **accident**.

As used in this **Part**:

1. **Covered Person** means:
  - a. **You** or any **family member** while **occupying**, or as a pedestrian when struck by, a motor vehicle designed for use mainly on public roads, or a **trailer** of any type.
  - b. Any other person while **occupying your covered auto** which **you** or a **family member** is using, or which that person or another person is using, if the use is with **your** permission.
2. **Medical expenses** means expenses incurred for reasonable and necessary services rendered to or on behalf of a **covered person** within two years from the date of the **accident** for:
  - a. Medical, surgical, x-ray, and dental services when performed by a licensed medical professional;
  - b. Pharmaceuticals;
  - c. Prosthetic devices;
  - d. Eye glasses;
  - e. Necessary ambulance, hospital, and professional nursing services when prescribed by a licensed medical professional; and
  - f. Funeral services.

Reasonable **medical expenses** do not include expenses:

- a. For treatment, services, products or procedures that are:
  - (1) Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
  - (2) Not commonly and customarily recognized through the medical profession and within the United States as appropriate for the treatment of the bodily injury; or
- b. Incurred for:
  - (1) The use of thermography or other related procedures of similar nature;
  - (2) The use of acupuncture or other related procedures of a similar nature;
  - (3) The use of chiropractic care or other related procedures of a similar nature; or
  - (4) The purchase or the rental of equipment not primarily designed to serve a medical purpose.

## **EXCLUSIONS**

**Read the following exclusions carefully. If an exclusion applies, coverage will not be afforded under this Part.**

**We** do not provide Medical Payments Coverage for any person for **bodily injury**:



1. Sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to shared expense car pools.
2. Sustained while **occupying** any vehicle having more or less than four wheels.
3. Incurred while the **covered auto** is being leased or rented to others.
4. Sustained while **occupying** any vehicle located for use as a residence or premises
5. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
6. Sustained by any person while **occupying a covered auto** without **your** permission or not within the scope of such permission.
7. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is **owned by you** or furnished or available for **your** regular use, regardless of the amount or type of use made of such vehicle.
8. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is **owned by** or furnished or available for the regular use, of any **family member** or listed driver. However, this exclusion does not apply to **you**.
9. Sustained by a **covered person** while **occupying** any **auto** without the permission of the owner, or not within the scope of such permission.
10. Sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**. This exclusion does not apply to **bodily injury** sustained while **occupying** a:
  - a. Private passenger **auto**;
  - b. Pick-up or van-type truck that **you own**; or
  - c. **Trailer** used with a vehicle described in **a.** or **b.** above.
11. Caused by discharge or a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution, or any consequence of any of these.
12. From any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
13. Caused by dumping discharge or escape of any irritants, **pollutants** or contaminants, other than the fluids necessary for the operation of **your covered auto**.
14. Arising out of the operation of any **auto** insured under this policy which is designed for racing while being tested, repaired or serviced, or while used, operated, manipulated, or maintained in any prearranged or organized race or speed test, including "hot rod" or "stock" racing.
15. Sustained by **you**, a **family member**, or a **resident** while **your covered auto** is being operated by any **family member** or **resident** not listed by **you** on the application or otherwise disclosed to **us** and shown on the **Declarations Page** prior to the date of the **accident**.
16. Sustained by any person as a result of the use of any vehicle by a person or persons specifically excluded by endorsement.
17. To a **covered person** that is caused intentionally by, or at the direction of, that **covered person**. Coverage under this **Part** shall not apply if the **accident** or its consequences were either intended or could have reasonably been expected.
18. Incurred when **occupying** an **auto** driven by a person who **you** know is:
  - a. Under the minimum age to obtain a license to operate an **auto** in the state in which the **auto** is licensed;
  - b. Is under fifteen (15) years of age;
  - c. Has had their driving privileges rescinded by either license suspension or revocation; or
  - d. Does not possess a valid driver's license.
19. Sustained from any source other than an **accident**.
20. Sustained in the commission of a crime, other than a traffic violation.

#### LIMIT OF LIABILITY

The Limit of Liability shown on the **Declarations Page** for this coverage is **our** maximum Limit of Liability for any one person injured in any one (1) **accident** and also is the most **we** will pay regardless of the number of **covered persons**, claims made, **autos**, or premiums shown in the **Declarations Page**, or number of vehicles involved in the **accident**.

Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable under for the same expense under any **Auto** Liability. However, this provision does not apply to you or any **family member**.

No payment will be made under this coverage unless the injured person or his legal representative agrees, in writing, that any payment shall be applied toward any settlement or judgment that person received under any **auto** liability.

## OTHER INSURANCE

If there is other applicable **auto** medical payments insurance, **we** will pay only **our** share. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible **auto** insurance providing payments for **medical expenses** and any other insurance on the motor vehicle involved in the **accident** shall be considered primary.

## DUTIES AFTER A LOSS

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of the claim including full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. The **covered person** shall submit to reasonable questioning concerning any claim made under this policy.

The **covered person** shall also give **us** an authorization which would allow **us** to obtain medical reports and copies of the medical or other relevant records.

## PAYMENT OF BENEFITS

**We** may pay the **covered person**, the person providing medical services, or the person responsible for payment of the **medical expenses**.

## TRUST AGREEMENT

When **we** pay **medical expenses**, the **covered person** or legal representative must agree in writing to repay **us** out of any damages recovered from anyone responsible for causing the **bodily injury**. The **covered person** must also agree in writing to hold in trust and preserve for **us** any rights of recovery against anyone.

## OUR RIGHT TO RECOVER FROM OTHERS

After **we** have made payments under this **Part**, **we** have the right to recover the payment from anyone who is held responsible. The **covered person** must sign any papers and do whatever else is necessary to transfer this right to **us**. However, this provision does not apply to payments made to or for **you** or any **family member** under this **Part**.

## PART C - UNINSURED MOTORIST COVERAGE

### INSURING AGREEMENT

Subject to the exclusions hereinafter stated, **we** will pay **bodily injury** which a **covered person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by a **covered person** and caused by an **accident**. The owner's liability for these damages must arise out of the **ownership**, maintenance or use of an **uninsured motor vehicle**. There is no coverage provided for any punitive or exemplary damages. Any judgment for damages arising out of a suit brought without notice and service for a summons upon **us** as required by law is in no way binding on **us**. Further, all provisions of **Part E - Duties After An Accident Or Loss** shall be fully applicable hereto. This shall not be interpreted as excluding any other provisions of this policy that might also be applicable to this coverage.

As used in this **Part**:

1. **Covered person** means
  - a. **You** or any **family member**; and
  - b. Any other person **occupying your covered auto**.
2. **Uninsured motor vehicle** means a land motor vehicle licensed and designed for use primarily on public roads and highways or a **trailer** licensed and designed for use primarily on public roads and highways while attached to a land motor vehicle.;
  - a. To which no bodily injury liability bond or insurance policy applies at the time of the **accident**.
  - b. Which is a hit and run vehicle whose **owner** or operator cannot be identified and which makes actual physical contact between such hit-and-run vehicle and:
    - (1) **You** or any **family member**;
    - (2) A vehicle which **you** or any **family member** are **occupying**; or
    - (3) **Your covered auto**.
  - c. To which a bodily injury liability bond or insurance policy applies at the time of the **accident** but the bonding or

**You** or someone on **your** behalf, must report the **accident** within twenty-four (24) hours to the police and must within ten (10) days advise **us** that **you** have a cause or causes of action for damages caused by a person or persons whose identity is unascertainable.

insuring company denies coverage or is declared insolvent within one (1) year after **accident**:

- d. This is an underinsured motor vehicle, which is an insured motor vehicle, when the liability insurer of such vehicle has provided limits of bodily injury liability for its insured which are less than the limits applicable to the injured person provided under his **uninsured motorist coverage**.
- e. To which a bodily injury liability bond or policy applies at the time of the **accident** but its limit for bodily injury liability is less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other.

**Uninsured Motor Vehicle** does not include any vehicle:

- a. **Owned** by or furnished or available for the regular use of **you** or any **family member**;
- b. **Owned** by **you** or furnished or available for **your** regular use unless a bodily injury liability bond or policy applies to that vehicle at the time of the **accident** but its limit for bodily injury liability is less than the amount of the claim of the person or persons making such claim.
- c. **Owned** by or furnished or available for the regular use of **you** or any **family member** unless it is a **your covered auto** to which **Part A** of the Policy applies and liability coverage is excluded for damages sustained in the **accident**.
- d. **Owned** or operated by a self-insurer under any applicable motor vehicle law;
- e. **Owned** by any governmental unit or agency;
- f. With more or less than four wheels;
- g. Operated on rails or crawler treads;
- h. Designed mainly for use off public roads; or
- i. While located for use as a residence or premises.

## EXCLUSIONS

Read the following exclusions carefully. If an exclusion applies, coverage will not be afforded under this Part.

We do not provide Uninsured Motorist Coverage for **bodily injury**:

- 1. Incurred while **occupying your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to shared-expense car pools.
- 2. For any person using **your covered auto** without **your** permission, or not within the scope of **your** permission.
- 3. Using a vehicle without a reasonable belief that that **covered person** is entitled to do so. This Exclusion (3.) does not apply to a family member using your covered auto which is owned by you.
- 4. Sustained by any person if that person or their legal representative settles the **bodily injury** claim without **our** consent.
- 5. Sustained by any person while **occupying** or when struck by any **auto owned by you**, any **family member** or any **resident** which is not insured for this coverage under this policy.
- 6. Sustained by any person or **auto** resulting from any organized racing event, speed contest or exhibition.
- 7. Resulting from the use of **your covered auto** by any person(s) specifically excluded by endorsement.
- 8. So as to directly or indirectly benefit any insurer or self-insurer under any workers' or workmens' compensation, disability benefits or similar law.
- 9. When this **bodily injury** was sustained in the commission of a crime, other than a traffic violation.
- 10. While occupying your covered auto when it is being used for the delivery of food or products, including but not limited to newspapers and magazines. This exclusion does not apply to a delivery by a **covered person** as a volunteer.

We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

## NOTICE

We must be notified of the intent of the **covered person** to file claim under the Uninsured Motorist Coverage within thirty (30) days after any **covered person** has determined that the other motor vehicle is uninsured. Failure to give such notice will render this coverage voidable.

## LIMITS OF LIABILITY

Our Limit of Liability for claims presented under this **Part** is as follows:

- 1. The most we will pay for all damages resulting from **bodily injury** to one (1) person caused by any one **accident** is the **uninsured motorist** limit provided on the **Declarations Page** for each person. This includes all **derivative claims**.
- 2. Subject to the limit for each person, the most we will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit shown on the **Declarations Page** for each **accident**. This includes all **derivative claims**.
- 3. Any amounts otherwise payable for damages under this coverage shall be reduced or offset by:
  - a. All sums paid because of the **bodily injury** by or on behalf of persons or organizations who may be legally

- responsible. This includes all sums paid under the Liability coverage of this policy; and
- b. No one will be entitled to duplicate payments for the same elements of damages.

Any payment under this coverage to or for a **covered person** will be reduce any amount that person is entitled to recover under **Part A** of this Policy.

### **PROOF OF CLAIM**

**You or your family member** or someone on **your** behalf must have reported the accident to the police within 24 hours.

As soon as possible, the **covered person** making a claim under this coverage shall give **us** written proof of claim, including full details of their injuries and treatment and any other reasonable information **we** may need to determine the amount payable. The **covered person** shall submit to reasonable questioning concerning any claim made under this policy.

The **covered person** shall also give **us** an authorization which would allow **us** to obtain medical reports and copies of the medical and other relevant records.

### **OTHER INSURANCE**

If there is other applicable similar insurance, **we** will pay only **our** share. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible insurance.

### **ANTISTACKING**

Any and all stacking, including but not limited to inter-family stacking and intra-family stacking, of uninsured motorist coverage is precluded.

### **TRUST AGREEMENT/SUBROGATION**

If **we** pay **you** for a loss under this coverage:

1. **We** are entitled to recover from **you** an amount equal to such payment if there is a legal settlement made on **your** behalf against any person or organization legally responsible for the **bodily injury**.
2. **You** must hold in trust for **us** all rights which **you** have to recover money from any person or organization legally responsible for **bodily injury**.
3. **You** must do everything proper to secure **our** rights and do nothing to prejudice these rights.
4. If **we** ask **you** in writing, **you** shall take the necessary or appropriate action through a representative designated by **us**, to recover payment. If there is a recovery then **we** shall be reimbursed out of the recovery for expenses, costs, and attorney's fees incurred in connection with this recovery.

**You** must execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of **you** and **us** as established here.

### **ARBITRATION**

If **we** and a **covered person** disagree on:

1. The legal liability of the operator or owner of an **uninsured motor vehicle**; or
2. The amount the damages sustained by the **covered person**;

then the matter may be arbitrated. However, disputes concerning coverage under this **Part** may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two (2) arbitrators will select a third. In the event an arbitrator cannot be agreed upon within thirty (30) days, a judge of a court having jurisdiction will appoint the arbitrator. Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The cost and fees of the third arbitrator will be shared equally. The arbitration will take place in the county where the **covered person** lived at the time of the **accident**. Local court rules of procedure and evidence shall apply. The written decision by the arbitrator shall be binding on **us** and the **covered person** as to:

1. Whether the **covered person** is legally entitled to recover damages; and
2. The amount of the damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Oklahoma. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

If agreement by arbitration is not reached within three (3) months from the date of demand, the **covered person** may bring an action against anyone responsible for the use of a vehicle involved in the accident.

## **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

## INSURING AGREEMENT

In return for payment of premium for this coverage and subject to exclusions hereinafter stated, **we** will pay for direct and accidental **loss** to **your covered auto** or any **non-owned auto**, less any applicable deductible shown in the **Declarations Page** indicated that coverage is afforded. In this section:

1. **Covered Person** means
  - a. **You, a family member, or resident;**
  - b. Any other person listed on the application or added by endorsement during the policy term prior to a **loss**; or
  - c. Any other person listed on the application or added by endorsement during the policy term prior to a **loss**.
2. **Collision** means the upset, or **collision** with another object of **your covered auto** subject to the exceptions and exclusions stated below.
3. **Comprehensive** means **loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with bird or animal or breakage of glass. If breakage of glass is caused by a **collision**, **you** may elect to have it considered a **loss** caused by **collision**. If there is a **loss** to a **non-owned auto**, **we** will provide **collision** coverage applicable to **your covered auto** shown in the **Declarations**.
4. **Diminution in Value** means the actual or perceived decrease of market or resale value of an **auto** or part thereof measured after repair of physical **damage**.
5. **Damage** means physical damage to tangible property and does not include intangible economic loss, such as **diminution in value**.
6. **Loss** means direct and accidental physical **damage** to the **auto** or its parts, but **loss** does not include **diminution in value**.

## TOWING AND STORAGE CHARGES

In addition, after an **auto accident**, **we** will pay reasonable towing and storage charges **you** or any **family member** is legally responsible for in transporting and storing **your covered auto** up to a maximum of two hundred dollars (\$200). This coverage applies only if the **Declarations Page** indicates that **Collision** or **Comprehensive** is provided for that **auto**.

## TOWING AND LABOR COSTS

**We** will pay towing and labor costs incurred each time **your covered auto** or any **non-owned auto** is disabled, up to the amount shown on the **Declarations Page** as applicable to the **covered auto**. If a **non-owned auto** is disabled, **we** will provide the broadest towing and labor costs coverage applicable to any **your covered auto** shown on the **Declarations Page**. **We** will only pay for labor performed at the place of disablement.

## RENTAL REIMBURSEMENT COVERAGE

If covered **collision** or **comprehensive loss**, in excess of the applicable deductible, occurs to an **owned auto** insured under this policy, **we** will pay for rental expense (limited by the maximum daily rate and maximum covered days) incurred for the rental of an **auto** from a public auto rental agency. The maximum daily rate and the maximum covered days are each limited as shown on the **Declarations Page**. Reimbursement will be for the period beginning 12:01 AM on the day following:

1. Losses Other Than Theft of **Your Covered Auto** (subject to the maximum daily rate and maximum covered days)
  - a. The day **your covered auto** is delivered to a garage for repairs after repairs have been authorized by the **owner** of the vehicle and estimated by the Company, and terminating on 12:01 AM on the day following the completion of repairs.
  - b. The day the **loss** is reported to the Company if the Company offers settlement in lieu of repairs and terminating on 12:01 AM on the day following the settlement offer.
2. Theft of the Entire **Auto** (subject to the maximum daily rate and maximum covered days)
  - a. The day the theft of **your covered auto** is reported to the Company and the police and terminating on 12:01 AM on the day following the Company's settlement offer for the theft or, if the **auto** is recovered before settlement, terminating on 12:01 AM on the day following completion of repair.
  - b. Theft of the entire **auto** and any subsequent **damage** due to the theft and before repairs are completed shall be considered a single **loss**. This benefit is not payable for any period that **your covered auto** is in the possession of any insured and is drivable.

## ADDITIONAL TRANSPORTATION EXPENSES

**We** will pay up to ten dollars (\$10) per day, to a maximum of three hundred dollars (\$300), for transportation expenses incurred by **you** because of the total theft of **your covered auto**. This applies only if the **Declarations Page** shows that **Comprehensive** is provided for **your covered auto**. **We** will pay for transportation expenses incurred during the period

beginning forty-eight (48) hours after the theft has been reported to **us** and to the police and ending when **your covered auto** is found (limited by the \$450 maximum) or **we** offer to pay for its **loss**. This Additional Transportation Expense will not apply if **you** have purchased Rental Reimbursement Coverage.

## EXCLUSIONS

Read the following exclusions carefully. If an exclusion applies, coverage will not be afforded under this Part.

We will not pay for **loss** or **damage**:

1. To **your covered auto** which occurs while being used to carry persons or property for a fee. This exclusion does not apply to shared-expense car pools.
2. To any **auto** or **trailer** resulting from **your business** activity, including delivery or pickup of goods or services arising out of any **business**.
3. Due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion, or revolution, or any consequences of any of these.
4. To **your covered auto** due to destruction or confiscation by governmental or civil authorities.
5. Caused by any **covered person** who intentionally causes or expects to cause **loss** or **damage**.
6. Due to wear and tear freezing, mechanical or electrical breakdown, or failure or road **damage** to tires. This exclusion does not apply if the **damage** results from the total theft of **your covered auto**. This exclusion does not apply if the **damage** results from the theft of a **covered auto**.
7. To a camper body, pickup cover, cap, or shell whether attached or detached.
8. To any motorcycle or a vehicle with more or less than four (4) wheels.
9. To a **non-owned auto** if it is used by **your** or any **family member** without a reasonable belief that they were entitled to do so.
10. To **your covered auto** which occurs while rented or leased by **you** to others.
11. To property the **covered person** rents, uses or has charge of including **loss** of its use.
12. Arising out of or due to the use of an **auto** for transportation of any:
  - a. Explosive substance;
  - b. Flammable liquid; or
  - c. Similarly hazardous material.This does not apply to such transportation that is incidental to **your** ordinary household activities.
13. To **your covered auto** which occurs while operated in any organized racing event, speed content or exhibition.
14. To equipment designed or used for the detection or location of radar.
15. To any device or instrument designed for the recording, reproduction, receiving, or transmittal of sound, radio waves or television signals unless such device or instrument is factory installed in the dash or console opening specified by the manufacturer of the motor vehicle for the installation of such equipment.
16. If **your covered auto** is a van-type vehicle, to furnishings, custom carpeting, or any other equipment contained in or forming part of **your covered auto**, used for sleeping, cooking, refrigeration, and/or housekeeping; to custom installed bubble windows, height extending roofs, custom paint such as custom murals, graphics, or other custom-applied designs or to any other modifications to the original body of the van.
17. To custom wheels, tachometers, pressure and temperature gauges, unless factory installed.
18. To modified or custom engines and carburetion systems, light bars, racing slicks and /or oversized tires, roll bars and lift kits, winches, utility boxes and tool boxes.
19. To tapes, records or other devices for use with equipment designed for the reproduction of sound.
20. To any instrument or device designed as a two-way mobile radio, citizens band radio or cellular telephone.
21. To **auto** covers or front-end protectors.
22. To wearing apparel, personal effects, tools, or anything that is not attached to the vehicle at the time of **loss**.
23. To any non-dealer or non-factory installed equipment which mechanically structurally changes **your auto** and results in an increase in performance or a change of appearance.
24. To television antennas, awnings, cabanas, or equipment designed to create additional living facilities.
25. With respect to a vehicle, **ownership** of which is acquired by the **covered person** during the policy period, unless the **covered person** has notified **us** in writing within the required amount of days as stated in Definition section for **replacement auto** or **additional auto**, they wish to add such **auto** to the policy.
26. To the **covered auto** while it is in the care, custody or control of a **covered person** other than **you** for the purpose of selling the **covered auto**.
27. To **your covered auto** while being operated or used in the commission of a crime, other than a traffic violation
28. Due to the theft under this coverage if evidence exists that forcible entry was not required to gain access to the **auto** or that evidence exists that keys were left in the **auto** while it was unattended, or that no evidence exists that ignition wires, steering column or starting mechanism were altered or defeated to operate the **auto** without keys.

29. **Your covered auto** while being driven or operated with **your** permission by a person who:
  - a. Does not possess a valid driver's license;
  - b. Is under the minimum age to obtain legal authority to drive;
  - c. Is under fifteen (15) years of age; or
  - d. Has had their driving privileges rescinded by either a license suspension or a revocation.
30. To **your covered auto** while it is being operated by a person or persons specifically excluded by endorsement.
31. To **your covered auto** while it is being operated by any **family member, regular operator** or **resident** who was not listed on the application or added by endorsement prior to the date of the **loss**.
32. Due to **diminution of value** to any vehicle.
33. **Loss** from discoloration or damage to paint as a result of smoke, chemical substance, bird or animal droppings.

#### **LIMITS OF LIABILITY**

**Our** Limit of Liability for **loss** will be the lesser of:

1. The **actual cash value** of the stolen or damaged property at the time of **loss**, reduced by the applicable deductible shown on the **Declarations Page**; or
2. The amount necessary to repair or replace the property with deduction for **depreciation** and/or **betterment**. At the company's discretion, the company may pay any **loss** or repair or replace **your covered auto** or its damaged parts, with parts furnished either by original equipment manufacturers or non-original equipment manufacturers; or
3. The limit shown on the **Declarations Page**.

Custom / special equipment is not covered unless the value of the equipment has been reported to **us** prior to the **loss** and a premium has been paid for the additional coverage as shown on the **Declarations Page**, with the following limits:

1. Non-standard radio speakers, amplifiers and other sound producing equipment are limited to \$1000 maximum.
2. Custom wheels and custom tires are limited to a \$2000 maximum.
3. The most **we** will pay for any **loss** to a **trailer** is \$500.

Additionally, **our** Limit of Liability for payment to **you** shall not:

1. Exceed four (4) days of storage charges incurred prior to the date **you** report a **loss** or **accident** to **us**.
2. Exceed the towing or wrecker charges to the nearest authorized repair facility.

#### **PROOF OF LOSS**

**You** must file a written proof of **loss** within sixty (60) days from the date **we** request or there will be no coverage for the **loss** claimed under this **Part D**.

#### **PAYMENT OF LOSS**

**We** may pay for the **loss** in money or replace the damaged or stolen property. **We** may, at **our** expense, return any recovered stolen property to **you** or to the address shown on the **Declarations Page**. 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, but there shall be no abandonment to the Company.

#### **NO BENEFIT TO BAILEE**

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

#### **OTHER INSURANCE**

If other similar insurance also covers the **loss**, **we** will pay only **our** share, unless the **loss** is to a **non-owned auto** or temporary substitute **auto**. If the **loss** is to a **non-owned auto** or a temporary substitute **auto**, then **we** will not pay until any other valid and collectible insurance has paid for such **loss**. Any valid and collectible insurance on a vehicle other than the **covered auto** will be primary and any insurance afforded by this policy will be excess only.

#### **APPRAISAL**

If **we** cannot agree with **you** on the amount payable, then the dispute shall be decided by appraisal as described herein. Each party will appoint a competent and disinterested appraiser. A consensus of **Actual Cash Value/Damages** in writing by the two appraisers will be binding and will determine the amount payable subject to the terms of the policy. If a consensus cannot be reached, the two appraisers will appoint a third appraiser to reach an agreement.

Each party will pay the expense of their chosen appraiser. Expenses for the cost of the third appraiser will be shared equally.

Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

#### **PART E: DUTIES AFTER AN ACCIDENT OR LOSS**

## GENERAL DUTIES

**We** must be notified of an **accident** or loss within thirty (30) days 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. Failure to give notice as required herein may render this policy voidable.

A person seeking coverage must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit.
2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or loss.
3. Submit at **our** expense as often as **we** reasonably require to physical examinations by physicians **we** select.
4. Authorize **us** to obtain medical reports and other pertinent records.
5. Submit proof of loss when required by **us**.
6. Submit to separate recorded statements under oath outside of the presence of any other claimant or insured as often and reasonably as **we** require.
7. Assist in mitigating damages and cost after a loss.
8. Give **us** consent to move **your** damaged property to a storage free facility at **our** cost. If **you** do not give consent, **we** will only pay the storage costs which will have resulted if **we** had moved the damaged property. If it is decided that the damaged property should be returned to the **owner**, **we** will do so at **our** cost.
9. A person seeking **Uninsured Motorist Coverage** must also:
  - a. Notify the police within twenty-four (24) hours of an **accident** if a hit-and-run driver is involved.
  - b. Promptly send **us** copies of the legal papers if a suit is brought.
  - c. Give us written notification by certified mail of a tentative settlement between the **covered person** and the insurer of the **uninsured motor vehicle** and allow us 60 days to advance payment to that **covered person** equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **uninsured motor vehicle**.
  - d. Provide us with written:
    - (1) Documentation of economic losses, including copies of all medical bills; and
    - (2) Authorization or a court order for us to obtain reports from all employers and medical providers.
10. A person seeking coverage for damage to **your covered auto** must also:
  - a. Notify the police within twenty-four (24) hours if **your covered auto** or any of its equipment is stolen or vandalized.
  - b. Take reasonable steps after loss, at **our** expense, to protect **your covered auto** and its equipment from further loss.
11. Permit **us** to inspect and appraise the damaged property before its repair or disposal. Complying with the above set forth requirements is a prerequisite to coverage under this policy and a failure to comply with one or more of such requirements shall render the coverage voidable under this policy and relieve the Company of all duties to make payment, defend, settle, or otherwise deal with or honor any claim made against a **covered person** or the Company.
12. Notify the police and/or fire department within 24 hours upon learning that **your covered auto** has been involved in a fire.

## PART F: GENERAL PROVISIONS

### TERRITORY

This policy applies only to **accidents** and losses which occur:

1. During the policy period as shown on the **Declarations Page**; and
2. Within the policy territory.

The policy territory is:

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

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



## **BANKRUPTCY**

Bankruptcy or insolvency of the insured shall not relieve **us** of any obligations under this policy.

## **BUSINESS USE COVERAGE**

If **you** pay a specific premium for **your business use** coverage, **we** will pay for direct and accidental loss that occurs during **your business use**, subject to the coverages shown on **your Declarations Page**, and all the terms, provisions, conditions and exclusions described throughout this policy.

## **POLICY CHANGES**

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

Notice to **your** Agent, or knowledge possessed by **your** Agent, or other person shall not change or affect a waiver on any portion nor stop **us** from exerting any of **our** rights under this policy. This policy can only be changed by an endorsement **we** issue which is signed by **our** authorized representative.

If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of the change. If **we** revise this policy form to provide more coverage without additional premium charge, **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

## **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 **Part A**, no legal action may be brought against **us**:

1. By a person not insured under this policy unless **we** agree in writing that the **covered person** has an obligation to pay; or
2. The legal representative of the deceased person as if a named Insured shown on the **Declarations Page**. This applies only with respect to the representative's legal responsibility for the maintenance or use of **your covered auto**.

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**

1. If **we** make a payment under this policy, except for payments made to or for **you** or any **family member** under **Part B** 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 whatever is necessary to enable **us** to exercise **our** rights and shall do nothing after loss to prejudice them.
2. 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 hold in trust for **us** the proceeds of the recovery and shall reimburse **us** to the extent of **our** payment.
3. **Our** rights do not apply under Paragraph 1. above with respect to Uninsured Motorists Coverage if **we**:
  - a. Have been given written notice by certified mail of a tentative settlement between a **covered person** and the insurer of an **uninsured motor vehicle**; and
  - b. Fail to advance payment to the **covered person** in an amount equal to the tentative settlement within sixty (60) days after receipt of notification.

If **we** advance payment to the covered person in an amount equal to the tentative settlement within **sixty (60)** days after receipt of notification:

- a. That payment will be separate from any amount the **covered person** is entitled to recover under the provisions of Uninsured Motorists Coverage.
- b. **We** also have a right to recover the advanced payment.

## **TERMINATION**

### **1. Cancellation**

This policy may be cancelled during the policy period as follows:

- a. The named insured shown on the **Declarations Page** may cancel by returning this policy to **us** or an authorized agent or advising **us** in advance written notice of the date cancellation is to take effect.
- b. **We** may cancel by mailing to **you** at the address shown in this policy:
  - (1) at least ten (10) days' notice if cancellation is for nonpayment of premium; or
  - (2) at least ten (10) days' notice if cancellation is mailed during the first sixty (60) days the policy is in effect, and is not a renewal or continuation policy; and

After this policy is in effect for sixty (60) days, or if this is a renewal or continuation policy, **we** will cancel only:

- a. For nonpayment of premium; or
- b. If **your** driver's license 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.
- c. If the policy was obtained through material misrepresentation or fraud.
- d. Any **covered person** made a false or fraudulent claim or knowingly aided or abetted another in presentation of such claim.
- e. **You** have requested coverage of an additional driver not listed on the original application who is an unacceptable risk to **us**.
- f. If **you**, a **resident, family member** or any other person who lives with **you** or who customarily operates the **covered auto** is or becomes subject to epilepsy or heart attacks and cannot produce a certificate from a physician testifying to such person's unqualified ability to operate a motor vehicle.
- g. If **you**, a **resident, family member** or any other **regular operator** who lives with **you** or who customarily operates the **covered auto** is or has been convicted of or forfeits bail during the thirty-six (36) months immediately preceding the effective date of the policy and during the policy period for:
  - (1) Theft of a motor vehicle; or
  - (2) Making false statements in an application for a driver license.
- h. The **covered auto** is:
  - (1) Altered so as to increase the risk substantially;
  - (2) Used as an authorized emergency vehicle; or
  - (3) Subject to an inspection law and has not been inspected or, if inspected, has failed to quality.
- i. Any other reason specified by law.

## 2. Nonrenewal

If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the address shown in this policy. Notice will be mailed twenty (20) days before the end of the policy period.

## 3. Automatic Termination

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.

If **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.

## INSUFFICIENT FUNDS

A check given in payment of any premium required for this policy which has not been honored by the payer's bank upon presentation for payment shall render this policy and of no benefit whatsoever for the time period or term of this policy for which such check was written.

## OTHER TERMINATION PROVISIONS

**We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed in accordance with the customary cancellation procedure. If **you** cancel, the refund will be computed on a short-rate basis. If **we** cancel, the refund will be computed on a pro-rata basis. However, making or offering to make the refund is not a condition of cancellation.

## TRANSFER OF YOUR INTEREST IN THIS POLICY

**Your** rights and duties under this policy may not be assigned without **our** written consent. However, upon the death of named insured shown on the **Declarations Page**, coverage will be provided until the end of the policy period for:

1. The surviving spouse, if a **resident** in the same household at the time of death, as if a named insured shown in the **Declarations Page**; and
2. The legal representative of the deceased person as if a named insured shown on the **Declarations Page**. This applies only with respect to the representative's legal responsibility for the maintenance or use of **your covered auto**.

Coverage will only be provided until the end of the policy period or cancellation, whichever is less.

## JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one (1) named insured shall be binding on all persons provided coverage under this policy.

## FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may cancel or rescind this policy if **you** or a **covered person** have:

1. Made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time the application was made. **We** may cancel or rescind this policy due to fraud or misrepresentation even after the occurrence of an **accident** or loss, to the extent permitted by the financial responsibility laws of Oklahoma. This means that **we** would not be liable for any claims or damages which would otherwise be **covered**.

No coverage will be provided to **you** or any other person who engages in fraudulent conduct in connection with an **accident** or claim.

If this policy becomes voidable or **we** deny coverage due to fraudulent conduct, **you** must reimburse us if **we** make a payment.

## TWO OR MORE AUTOS INSURED

With respect to any **accident** to which this and any other **auto** policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. No one will be entitled to receive duplicate payments for the same element of loss.

## CONFORMITY TO STATE STATUTES

The coverages provided in **Part A** and **Part C** of this policy, pertaining to Liability and **Uninsured Motorist Coverage**, are intended to be in full conformity with the laws of this state applying to such coverage. If any provision of such coverage conflicts with such law, such provision is changed to comply with such law.

## DECLARATIONS

By accepting this policy, **you** agree that the **Declarations Page** is a part of the Policy, that the statements in the **Declarations Page** are based on information **you** have given **us**, that this Policy is issued upon the truth of such information and that this policy contains all agreements existing between **you** and **us** or any of **our** agents relating to this insurance.

## LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid to **you** and the loss payee, if shown on the **Declarations Page**. However, protection under this clause does not apply to:

1. Conversion, embezzlement, secretion by **you** or anyone acting on **your** behalf or at **your** direction.
2. Fraudulent acts or omissions by **your** or anyone acting on **your** behalf or at **your** direction.
3. Any physical damage, exclusions specified in policy form or applicable endorsements.

**We** reserve the right to cancel the policy as provided by the terms. If **we** cancel the policy, **we** shall notify the lienholder at least ten (10) days before the cancellation shall become effective as to the interest of the lienholder. Proof of mailing by **us** shall be proof of notice to lienholder. If this policy is cancelled, non-renewed, or becomes voidable, the interest of any lienholder under this agreement will also terminate.

Whenever **we** shall pay the lienholder any sum for loss or damages under the policy and no liability exists to **you**, **we** shall be subrogated to all rights of the party to whom payments are made. Subrogation shall not impair the rights of the lienholder to recover the full amount of its claim.

## ELECTRONIC SIGNATURES

**You** and **we** agree that electronic signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires a signature or letter to be notarized, verified or acknowledged or made under oath, the electronic signature will satisfy this requirement if the signature of the person authorized to perform the service notarizing, verification, or acknowledgement is attached to or logically associated with the signature of record.

## REPLACEMENT PARTS

In the repair of **your covered auto** under the physical damage coverage provisions of this policy, **we** may require or specify the use of auto parts not made by the original manufacturer. These parts are required to be at least equal in term of fit, quality, performance, and warranty to the original manufacturer parts they replace.

In witness whereof, we have caused this policy to be executed and attested by our President and Secretary.

**President**

**Secretary**