

OKLAHOMA AMENDATORY ENDORSEMENT
THIS ENDORSEMENT CHANGES YOUR POLICY PLEASE READ IT CAREFULLY

Part I. STANDARD POLICY TERMS

We have changed the Cancellation provisions found under the Termination section of the **Standard Policy Terms**. The Termination Section of the **Standard Policy Terms** is deleted in its entirety and is replaced by the following:

TERMINATION

A. Cancellation. This policy may be cancelled during the policy period as follows:

1. The **named insured** shown in the **Declarations** may cancel by:
 - a) Returning this policy to **us**; or
 - b) Giving **us** advance written notice of the date cancellation is to take effect.
2. *We* may cancel by mailing to the **named insured** shown in the **Declarations** at the address shown in this policy:
 - a) At least 10 days notice if cancellation is for nonpayment of premium; or
 - b) At least 20 days notice in all other cases.
3. Except as provided for herein *we* will cancel only for the reasons set forth below:
 - a) For non-payment of premium; or
 - b) If **your** driver's license or motor vehicle registration or that of:
 - (1) Any driver who resides with **you**; or
 - (2) Any driver who uses **your insured car**;
Has been suspended or revoked. This must have occurred:
 - During the policy period; or
 - Since the last anniversary of the original effective date if the policy period is other than one year.
 - c) If the policy was obtained by fraud, misrepresentation or omission of a material fact to **us** by **you** or by someone acting under **your** authority;
 - d) If any **named insured** or any driver of an **insured car** has (in the aggregate) three (3) separate motor vehicle related convictions during the policy period provided that such convictions are for moving violations other than speeding; or
 - e) Any other reason permitted by the law of the state in which this policy was delivered.

B. Non-renewal. If *we* decide not to renew or continue this policy, *we* will mail notice to the **named insured** at the address shown in the **declarations**. Notice will be mailed at least twenty (20) days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Six (6) months or less, *we* will have the right not to renew or continue this policy every six (6) months, beginning six (6) months after its original effective date;
2. More than six (6) months, but less than one (1) year, *we* will have the right not to renew or continue this policy at the end of the policy period; or
3. One (1) year or longer, *we* will have the right not to renew or continue this policy at each anniversary of its original effective date.

PART II: UNINSURED MOTORISTS COVERAGE

UNINSURED MOTORISTS COVERAGE - OKLAHOMA

You only have this coverage if it is listed in the **Declarations** with a premium charge and then only to the extent of the coverages and limits of liability listed therein.

INSURING AGREEMENT

A. *We* will pay compensatory damages that an **insured** is legally entitled to recover from the **owner** or operator of an **Uninsured motor vehicle** because of :

1. **Bodily injury** sustained by an **insured** and caused by an **accident**; and
2. The **owner's** or operator's liability for these damages must arise out of the ownership, maintenance or use of the **Uninsured motor vehicle**.

B. **Insured** as used in this Part means:

1. **You**;
2. Any **family member** that does not own a **car**;
3. Any **family member** that owns a **car**, but only while **occupying your insured car**; or

4. Any other *person occupying your insured car* who does not *own* a *car*.
- C. **Uninsured motor vehicle** means a land motor vehicle or *trailer* of any type:
1. To which no liability bond or policy applies at the time of the *accident*, by or through any *person* or organization, including, but not limited to, any *owner*, operator, or occupant.
 2. To which a liability bond or policy does apply at the time of the *accident*, but the amount of such bond or policy is less than the 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 available to either party.
 3. To which a liability bond or policy applies at the time of the *accident* but the bonding or insurance company denies coverage or is insolvent or becomes insolvent.
 4. Which is a hit-and-run vehicle whose operator or *owner* cannot be identified and causes an accident resulting in *bodily injury* provided that the *insured person*, or someone on his or her behalf, reports the accident to the police or civil authority within twenty-four (24) hours or as soon as practicable after the *accident*. If there is no physical contact with the hit-and-run vehicle the facts of the *accident* must be proved. *We* may request supporting evidence other than the testimony of a *person* making a claim under this or any similar coverage to support the validity of such claim.
- D. **Uninsured motor vehicle** does not include any vehicle or equipment:
1. *Owned* by or furnished or available for the regular use of *you* or any *family member*, any *relative* or any *resident* unless a *bodily injury* liability policy or bond applies to that vehicle but its limits for *bodily injury liability* are less than the amount of the claim of the *person* or *persons* making claims against the policy or bond.
 2. *Owned* by or furnished and available for the regular use of *you* or any *family member* unless it is an *insured car* listed in the *Declarations* and liability coverage is excluded for damages sustained in the *accident*.
 3. *Owned* or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent.
 4. Operated on rails or crawler treads.
 5. Designed mainly for use off public roads while not on public roads.
 6. While located for use as a residence or premises.

EXCLUSIONS – WHAT WE DO NOT COVER

- A. *We* do not provide Uninsured Motorists Coverage for *bodily injury* sustained by any *person* or *insured* while *occupying* or when struck by any motor vehicle owned by *you*, any *family member*, any *relative* or any resident that is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
- B. *We* do not provide Uninsured Motorists Coverage for any *person* that settles, without *our* written consent, any claim against an *owner* or operator of an *Uninsured motor vehicle*. This exclusion does not apply if such settlement does not prejudice *our* right to recover payment.
- C. *We* do not provide Uninsured Motorists Coverage for *Bodily injury* sustained by any *insured*:
1. When *your insured car* is being used to carry *persons* or property for compensation or a fee, including but not limited to, delivery of magazines, newspapers, food, or any other products. This Exclusion does not apply to a shared-expense car pools.
 2. For any *person* who is using a *car* without a reasonable belief that they are entitled to do so.
- D. This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a) Workers' compensation law; or
 - b) Disability benefits law.
 2. Any insurer of property.
- E. *We* do not provide Uninsured Motorists Coverage for punitive or exemplary damages or damages for aggravating circumstances which are the type of damages imposed to:
1. Punish a wrongdoer; or
 2. Deter others from similar conduct.

LIMIT OF LIABILITY

A. *Our* limit of liability for each *insured* under this coverage is the limit of liability shown in the *Declarations* for each *person* for Uninsured Motorists Coverage and is *our* maximum limit of liability for all damages arising out of *bodily injury* to one *person* in any *car accident*. Such damages include, but are not limited to, damages for past or future medical expenses, loss of past or future earnings, and general damages for past or future pain and suffering. *Bodily injury* to one *person* includes all injury and damages to others deriving out of and resulting from this *bodily injury*, and all emotional distress sustained by other *persons* who do not sustain *bodily injury*. Such damages included, but are not limited to, costs for care or medical services,

loss of companionship or services, loss of consortium, loss of support, claims for emotional distress, and wrongful death. Subject to this limit for each *person*, the limit of liability shown in the *Declarations* for each accident for Uninsured Motorists Coverage is *our* maximum limit of liability for all damages for *bodily injury* resulting from any one *accident*. The limit of liability is the most *we* will pay regardless of the number of:

1. *Persons* who may be eligible for coverage;
2. Claims made;
3. *Cars* or premiums shown in the *Declarations*; or
4. *Cars* involved in the accident.

B. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of *bodily injury* by or on behalf of *persons* or organizations who may be legally responsible. This includes all sums paid under any liability coverage available under this policy, or any workers compensation law, disability benefits law, or similar law.

C. Any payment under this coverage will reduce any amount that *insured* is entitled to recover for the same damages under Coverage A- Liability.

OTHER INSURANCE

If an *insured* sustains *bodily injury* as a pedestrian or while occupying any other vehicle other than an *insured car*, this coverage applies only on an excess basis to any other applicable Uninsured Motorists Coverage. Subject to this provision, *we* are liable only for *our* share. *Our* share is that percentage of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverage applicable to the *accident*.

If an *insured* under this part is not *you, your spouse*, or a *family member* who does not *own a car*, *we* shall only provide coverage under this part on an excess basis over any other Uninsured Motorists Coverage available to that *insured*.

INSURED'S DUTIES UNDER THIS PART

A. A *person* seeking Uninsured Motorists Coverage under this part must:

1. Notify the police, within 24 hours, if a hit-and-run driver is involved;
2. Notify *us* within 30 days if a hit-and-run driver is involved;
3. Promptly send *us* copies of the legal papers if a suit is brought;
4. Give *us* written notification by certified mail of any tentative settlement between the *insured* and the insurer of the *uninsured motor vehicle* and allow us 60 days to advance payment to that *insured* equal to the tentative settlement to preserve our rights against the insurer, *owner*, or operator of such *uninsured motor vehicle*;
5. As requested provide *us* with written documentation of all economic losses including but not limited to medical records, employment records, income tax records, and insurance records;
6. As requested provide *us* with authorizations or court orders allowing us to obtain medical records, employment records, income tax records and insurance records; and
7. As requested provide *us* with authorizations or court orders allowing *us* to obtain medical records, employment records, income tax records and insurance records.

MANDATORY WARNING!

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. 36 Okl.St. Ann § 3613.1