

OKLAHOMA AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE COVERAGE PROVIDED BY THE POLICY – PLEASE READ IT CAREFULLY

ALL CHANGES IDENTIFIED BELOW ARE EFFECTIVE ONLY FOR THE SPECIFIC COVERAGE SECTION IDENTIFIED. ALL TERMS AND CONDITIONS OF THE POLICY REMAIN IN EFFECT AND UNCHANGED UNLESS SPECIFICALLY AMENDED BY THIS ENDORSEMENT.

IMPORTANT NOTICES

The second paragraph is deleted in its entirety and replaced with the following:

When **you** applied for insurance, **you** promised the information on **your** application was true and correct. **We** issued this policy based upon the information **you** provided. This policy contains terms that allow **us** to cancel, amend, change, or reform the policy if any such information was false. This policy contains terms that render the policy voidable at **our** option if such information was false.

The following paragraph is added below the third paragraph:

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

The following is added to the policy:

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 § 36 13. 1

LIABILITY COVERAGE

Exclusions

The following paragraphs are added:

18. **Bodily injury** to **you**, a **rated driver**, a **secondary insured**, a **household member**, or a **resident relative** if uninsured motorist coverage is available to that **insured** under any policy of insurance issued by a company other than **us**.
19. **Bodily injury** or **property damage** arising out of the commission of a criminal act or omission, regardless of whether the **bodily injury** or **property damage** was intended or expected. This exclusion applies regardless of whether the **insured** is actually charged with or convicted of a crime. This exclusion does not apply to traffic violations.

Coverage Limits

The fourth paragraph is deleted in its entirety and replaced with the following:

4. **We** will not pay any damages or expenses under **LIABILITY COVERAGE** that have already been paid under **MEDICAL PAYMENTS COVERAGE**, **UNINSURED MOTORIST COVERAGE**, or any other coverage or benefit of any policy **we** issued to **you** or a **resident relative** unless such payments are otherwise required under applicable law. This exclusion does not apply to **you** or a **resident relative**.

Out of State Coverage

This provision is deleted in its entirety and replaced with the following:

If an **insured's** liability arises out of the maintenance or use of a **car** in a state other than the garaging location listed on the first **declarations we** issued, but within the policy territory, and such **insured** becomes subject to that state's **compulsory insurance law** as a nonresident, and this policy does not provide at least the minimum liability coverage required by such state's compulsory insurance law, then all of the following will apply:

1. This policy will provide the minimum coverages required by such state's law for a non-resident.
2. The coverage provided replaces and is in lieu of any such coverage under this policy.

MEDICAL PAYMENTS COVERAGE

Exclusions

Subparagraphs 2.D and 2.E are deleted and replaced with the following:

2. *We* do not provide coverage or benefits under **MEDICAL PAYMENTS COVERAGE** for any *person* for ***bodily injury*** that is any of the following:
 - D. Arose out of an intentional act committed by any *insured*, or at the direction of any *insured*, even if no ***bodily injury*** was intended or expected or the actual ***bodily injury*** is different than that which was intended or expected.
 - E. Arose out of the commission of a criminal act or omission, regardless of whether the ***bodily injury*** was intended or expected. This exclusion applies regardless of whether the *insured* is actually charged with or convicted of a crime. This exclusion does not apply to traffic violations.

Paragraph 3 is deleted and replaced with the following:

3. *We* do not provide **MEDICAL PAYMENTS COVERAGE** for any *person* for medical treatment that is or may be covered under any other medical payments coverage of any other policy or health insurance or any other similar coverage. This exclusion does not apply to a ***named insured, spouse, or resident relative***.

Coverage Limits

The following paragraph is added:

6. Paragraphs 3 and 4 above do not apply to a ***named insured, spouse, or resident relative***.

PHYSICAL DAMAGE COVERAGE

Exclusions

Paragraph 7 is deleted and replaced with the following:

7. To any ***insured car*** arising out of the commission of a criminal act or omission, regardless of whether the ***loss*** was intended or expected. This exclusion applies regardless of whether the *insured* (as defined in **LIABILITY COVERAGE**) is actually charged with or convicted of a crime. This exclusion does not apply to traffic violations.

INSURED'S DUTIES UNDER POLICY

Paragraph 3 is deleted in its entirety and replaced with the following:

3. A *person* seeking **LIABILITY COVERAGE** shall not enter into any agreement with a third party bringing a claim or filing a lawsuit against that *person* without *our* written consent. Nor shall such *person* make any payment to such a third party without *our* written consent. A breach of this paragraph shall render coverage under the policy voidable at *our* option.

STANDARD POLICY TERMS APPLICABLE TO ALL COVERAGE PARTS

Fraud, Misrepresentations and Omissions

Paragraphs 1 and 2 are deleted in their entirety and replaced with the following:

1. *We* may rescind this policy or deny coverage at any time, including after an ***accident*** or loss, if *you* or any *person* on *your* behalf intentionally or knowingly made incorrect statements or representations to *us* with regard to any material fact or circumstance; intentionally or knowingly misrepresented any material fact or circumstance; or engaged in fraudulent conduct at the time of application or at the time *you* or any *person* on *your* behalf requests changes to the policy.
2. *We* may deny coverage for any *person* if any *insured* or *person* seeking coverage intentionally or knowingly makes material misrepresentations, conceals or omits any material fact or circumstance, or engages in fraudulent conduct in connection with the presentation for any claim for benefits under the policy, regardless of whether *we* rely on the material misrepresentation, concealment or omission of material fact or circumstance, or fraudulent conduct that is presented in connection with the claim for benefits under the policy.

Termination

Paragraphs (1) **Cancellation** and (2) **Non-renewal** are deleted in their entirety and replaced with the following:

1. **Cancellation.** This policy may be cancelled during the policy period as follows:
 - A. **You** may cancel this policy by giving **us** advance signed written notice of the date cancellation is to take effect. At **our** option, **we** may accept verbal notice.
 - B. **We** may cancel by mailing at least ten (10) days' notice of cancellation to the **named insured** at the address shown on the last **declarations we** issued.
 - C. **We** have the right to cancel this policy within the first sixty (60) days of its inception for any reason not prohibited by law.
 - D. **We** have the right to cancel the policy after this policy has been in effect for sixty (60) days for any reason permitted under Oklahoma law, including, but not limited to the reasons set forth below:
 - i. For non-payment of premium;
 - ii. If **your** driver's license or motor vehicle registration or that of:
 - a. Any **person** who resides with **you** or
 - b. Any **person** who uses **your car**Has been suspended or revoked;
 - iii. 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; or
 - iv. If any **person** who falls within the definition of an insured under any coverage part of this policy or endorsement to this policy has intentionally or knowingly made material misrepresentations, omitted material facts, or engaged in fraudulent conduct in the presentation of a claim;
 - v. If any **named insured** or any driver of **your 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;
 - vi. Criminal negligence resulting in death, homicide or assault, arising out of the operation of a motor vehicle; or
 - vii. Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs.
2. **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 last **declarations we** issued prior to the mailing. Proof of mailing of the notice of non-renewal to the **named insured** at the address shown in this policy shall be sufficient proof of notice. 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:
 - A. 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;
 - B. 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
 - C. 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.

Paragraph 5 subparagraph G is deleted in its entirety and replaced with the following:

- G. All policies end at 12:01 a.m. standard time on the date of cancellation, non-renewal, expiration, or automatic termination. No coverage will be available for the remaining 23 hours and 59 minutes of the day of such cancellation, non-renewal, expiration, or automatic termination.

Choice of Law

This section is deleted in its entirety and replaced with the following:

Without regard to choice of law, if there is a disagreement concerning the interpretation and application of any provision in this policy, this policy will be interpreted and applied in accordance with Oklahoma law.

UNINSURED MOTORIST COVERAGE

The following **Uninsured Motorist Coverage** is added to the policy:

UNINSURED MOTORIST COVERAGE

This coverage is only added to *your* policy if it is listed in the *declarations* with a premium charge greater than \$0.00.

The limits of this coverage are identified on the *declarations*.

Insuring Agreement

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **UNINSURED MOTORIST COVERAGE** including, but not limited to, **Additional Definitions**, **Exclusions**, and **Coverage Limits**, *we* will pay compensatory damages which an *insured* is legally entitled to recover from the *owner* or operator of an *uninsured motor vehicle* because of *bodily injury* that is both:

1. Sustained by an *insured*.
2. Caused by an *accident*.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of an *uninsured motor vehicle*.

Any judgment for damages arising out of a suit brought without *our* written consent is not binding on *us*.

The amount of compensatory damages an *insured* is legally entitled to recover from the owner or operator of an *uninsured motor vehicle* because of *bodily injury* (1) sustained by an *insured*; (2) caused by an *accident*; and (3) which arises out of the ownership, maintenance or use of an *uninsured motor vehicle* is not established by *our* evaluation or estimation of the *insured's* damages, any negotiations we enter into with the *insured*, or any offer *we* may make to resolve the *insured's* claim. However, *we* and the *insured* may determine this amount by mutual agreement.

Additional Definitions

The following definitions apply for the **UNINSURED MOTORIST COVERAGE** section of the policy:

1. **Insured** means any of the following:
 - A. The **named insured** while operating a *car* or when struck by a *motor vehicle* as a pedestrian.
 - B. A *spouse* while operating a *car* or when struck by a *motor vehicle* as a pedestrian.
 - C. A **resident relative** who does not *own* a *motor vehicle*, while operating a *car* or when struck by a *motor vehicle* as a pedestrian.
 - D. A **resident relative** who *owns* a *motor vehicle*, but only while *occupying your car*, a *newly acquired car* or a *temporary substitute car*.
 - E. A **person** who does not *own* a *motor vehicle* while permissively *occupying your car*, a *newly acquired car*, or a *temporary substitute car*.
2. **Uninsured motor vehicle** means a *motor vehicle* that is any of the following:
 - A. 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.
 - B. 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 amount of compensatory damages for *bodily injury* an *insured* is legally entitled to recover from the *owner* or operator of that *motor vehicle*.
 - C. 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 did not make payment for the legal liability of its insured prior to becoming insolvent.
 - D. Which causes a hit-and-run *accident* when the operator or *owner* of that *motor vehicle* cannot be identified and causes an *accident* resulting in *bodily injury* to the *insured* provided that the *insured*, 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*.

However, *uninsured motor vehicle* does not include a *motor vehicle* that is any of the following:

- A. **Owned** by or furnished or available for the regular use of the **named insured**, a *spouse*, or a **resident relative**.
- B. **Owned** or operated by an individual or entity which qualifies as a self-insurer under any applicable **motor vehicle** law, motor carrier law, **compulsory insurance law**, or similar law except a self-insurer that is or becomes insolvent and did not make payment for the legal liability of its insured prior to becoming insolvent.
- C. Is being used as a temporary or permanent residence or premises at the time of the *accident*.

Exclusions

1. We do not provide coverage or benefits under **Uninsured Motorist Coverage** for:
 - A. Any *insured* while *occupying* a *motor vehicle owned* by, or furnished or available for the regular use of the *named insured, spouse*, or a *resident relative*, if such *motor vehicle* is not insured by a *motor vehicle insurance policy*.
 - B. An *insured* if that *insured* is legally entitled to recover damages from a *person* who falls within the definition of an "*insured*" under the **LIABILITY COVERAGE** section of this policy as a result of the *accident*. This exclusion also applies to any *person* who is legally entitled to recover damages deriving out of and resulting from the *bodily injury* sustained by an *insured*. If an *insured* is legally entitled to recover damages from a *person* who falls within the definition of an "*insured*" under the **LIABILITY COVERAGE** section of this policy as a result of the *accident*, but coverage provided by the **LIABILITY COVERAGE** section of this policy is otherwise excluded, this exclusion shall not apply.
 - C. *Bodily injury* sustained by a *person occupying* or operating a *motor vehicle*, including but not limited to, *your car*, a *newly acquired car*, or a *temporary substitute car* when being used for a *business related use* or in a *delivery related business*.
 - D. Any *person* who is using a *car* without a reasonable belief that they are entitled to do so.
 - E. Any *person* for *bodily injury* arising out of an intentional act committed by any *insured*, or at the direction of any *insured*, even if no *bodily injury* was intended or expected or the actual *bodily injury* is different than that which was intended or expected.
 - F. Any *person* for *bodily injury* arising out of a criminal act or omission committed by any *insured*, or at the direction of any *insured*, even if no *bodily injury* was intended or the actual *bodily injury* is different than that which was intended or expected. This exclusion applies regardless of whether the *insured* is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.
 - G. *Punitive* or *exemplary damages* or damages for aggravating circumstances which are the type of damages imposed to either:
 - i. Punish a wrongdoer.
 - ii. Deter others from similar conduct.

Coverage Limits

1. *Our* limit of liability for each *insured* under this Part is the limit of liability shown in the *Declarations* for each *person* for **UNINSURED MOTORIST COVERAGE** and is *our* maximum limit of liability for all damages arising out of *bodily injury* to one *person* in any *car accident*, including, but not limited to damages for past or future care or medical expenses, loss of past or future earnings, and general damages for past or future pain and suffering.
2. *Bodily injury* to one *person* includes all injury and damages to others arising out of and resulting from this *bodily injury*, including, but 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, and all emotional distress sustained by other *persons* who do not sustain *bodily injury*. Only one per person limit applies to all damages and all claims arising out of one *person's bodily injury*, regardless of the number of claimants, claims made, or lawsuits brought.
3. Subject to 1. and 2., the limit of liability shown in the *declarations* for each *accident* for Uninsured Motorist Coverage is *our* maximum limit of liability for all damages arising out of and due to *bodily injury* to two or more *persons* in the same *accident*. The limit of liability is the most we will pay regardless of the number of (i) *persons* who may be eligible for coverage, (ii) claims made or lawsuits brought, (iii) *cars* or premiums shown in the *declarations*, (iv) *cars* involved in the *accident*, or (v) policies issued by *us*.

IN NO EVENT SHALL THE LIMIT OF LIABILITY APPLICABLE TO TWO OR MORE **MOTOR VEHICLES** OR TWO OR MORE POLICIES BE ADDED TOGETHER, COMBINED, OR STACKED TO DETERMINE THE LIMIT OF COVERAGE AVAILABLE TO **YOU** OR ANY **INSURED** UNDER THE **UNINSURED MOTORIST COVERAGE** SECTION OF THE POLICY.

Other Insurance

If a *person* falls within the definition of an *insured* under the **UNINSURED MOTORIST COVERAGE** section of the policy, this coverage shall be provided on an excess basis over any other uninsured motorist coverage available to that *insured*.

Insured's Duties Under This Part

A *person* seeking **Uninsured Motorist Coverage** 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. Any delay in notifying us that prejudices our rights could result in reduced payments and/or denial of a claim.
3. Promptly send *us* copies of the legal papers if a suit is brought.
4. Notify *us* in writing by certified mail, return receipt requested of a tentative settlement between the *insured* and the *insurer* of the *uninsured motor vehicle* and allow us 60 days to advance payment to that *insured* in an amount equal to the tentative settlement to preserve *our* rights against the *insurer*, *owner*, or operator of such *uninsured motor vehicle*.
 - A. Within 60 days of *our* receipt of the notice, *we* may elect to substitute *our* payment to the *insured* for the offered settlement amount. If *we* do this, *we* are entitled to the *insured's* right of recovery against any *person* or entity legally responsible for the *insured's* damages as permitted by law to the extent of such payment made by *us* to the *insured* and any settlement with the *insured* under the **UNINSURED MOTORIST COVERAGE** section of the policy.
 - B. The *insured*, by accepting our substitute payment, assigns to *us* all rights of recovery any amount subsequently paid to the *insured* from all applicable liability insurance policies or other assets on behalf of the *owner* or operator of an *uninsured motor vehicle* up to the amount of *our* substitute payment as permitted by law. If the *insured* collects or recovers any amount from the liability insurer of the *owner* or operator of the *uninsured motor vehicle* (a) fewer than 60 days after our receipt of notice of the tentative settlement agreement or (b) after *we* have provided the *insured* notice *we* have elected to make a substitute payment to the *insured*, we reserve the right to elect to make a substitute payment to the *insured*. If the *insured* collects or recovers any amount from the liability insurer of the *owner* or operator of the *uninsured motor vehicle* (a) fewer than 60 days after our receipt of notice of the tentative settlement agreement, (b) after *we* have provided the *insured* notice *we* have elected to make a substitute payment to the *insured*, or (c) after *we* have tendered substitute payment to the *insured*, the amount recovered by the *insured* will be held by the *insured* in trust for *us* and reimbursed to *us* to the extent of *our* payment. If *we* are not reimbursed by the *insured*, *we* may pursue recovery of that amount directly against the *insured*.
 - C. This subsection shall only apply in those situations where (a) a tentative agreement to settle for the limits of liability insurance available to the *owner* or operator of an *uninsured motor vehicle* has been reached between the *insured* and the liability insurer for the *owner* or operator of an *uninsured motor vehicle*, and (b) the *insured* has provided us written notice of this tentative agreement via certified mail. This subsection shall not apply in those situations where (a) the *insured* has been made an offer to settle in an amount less than liability limits available to the *owner* or operator of an *uninsured motor vehicle*, or (b) the *insured* has been made an offer to settle in an amount equal to the liability limits available to the *owner* or operator of an *uninsured motor vehicle* if that offer has not been accepted by the *insured*.
 - D. If *we* do not elect to make the substitute payment described in this subsection within 60 days of *our* receipt of the *insured's* written notice of tentative settlement for liability limits, *we* waive our right to make substitute payment and our right to reimbursement or subrogation of the liability limits for which the *insured* has reached a tentative agreement to settle, provided the liability limits identified by the *insured* in the notice described in this subsection are accurate. It is the *insured's* duty to provide *us* with confirmation of the limits of liability insurance available to the *owner* or operator of an *uninsured motor vehicle*.
 - E. An *insured* must send *us* written notice of any settlement offer made to the *insured* by the *owner* or operator of an *uninsured motor vehicle* or made to the *insured* by any *person* or entity on behalf of the *owner* or operator of an *uninsured motor vehicle* within fourteen (14) days of the *insured's* receipt of that offer.
5. As requested by *us*, provide *us* with written documentation of all economic losses including but not limited to medical records and bills, employment records, income tax records, and insurance records.
6. As requested by *us*, provide *us* with authorizations or court orders allowing *us* to obtain medical records, employment records, income tax records and insurance records.
7. As requested by *us*, submit to examinations under oath as often as *we* require.
8. As requested by *us* submit to physical examinations at *our* expense by doctors *we* select as often as *we* may reasonably require.

In the event of payment to any *person* under this coverage:

1. **We** shall be entitled to the extent of the payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that **person** against any person or organization legally responsible for that **person's bodily injury** for which that payment is made;
2. That **person** shall hold in trust for **our** benefit all rights of recovery which that **person** shall have against the other person or organization because of the damages which are the subject of claim made under this coverage;
3. That **person** shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights;
4. If requested in writing by **us**, that **person** shall take, through any representative designated by **us**, such action as may be necessary or appropriate to recover the payment as damages from that other person; in the event of a recovery, **we** shall be reimbursed out of the recovery for expenses, costs and attorney fees incurred by **us** in connection with the action; and
5. That **person** shall execute and deliver to **us** instruments and papers as may be appropriate to secure the rights and obligations of that **person** and **us** established by this provision.

If the **insured** fails to comply with this subsection of the **Insuring Agreement**, any judgment entered against the **owner** or operator of an **uninsured motor vehicle** in the lawsuit or settlement for damages the **insured** may reach with the **owner** or operator of an **uninsured motor vehicle** in the course of the lawsuit will not establish the amount of compensatory damages the **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** for purposes of the **UNINSURED MOTORIST COVERAGE** section of the policy, and **we** will not be bound by any such judgment or settlement.

In the event **we** make any payment under the **UNINSURED MOTORIST COVERAGE** to an **insured**— other than a substitute payment of the limits of liability insurance available to the **owner** or operator of an **uninsured motorist vehicle** as described above - **we** shall be entitled to the proceeds of any settlement or judgment resulting from the exercise of any rights of recovery of the **insured** against any **person** or entity legally responsible for the **bodily injury** for which such payment is made, including the proceeds recoverable from the assets of the insolvent insurer, as permitted by law.

Compulsory Insurance Laws

If an applicable uninsured motorist insurance or **compulsory insurance law** renders any exclusion, condition, limitation on coverage, or any other provision of this Part of the policy unenforceable, that exclusion, condition, limitation, or provision shall be deemed revised to conform to the law as follows:

1. This provision does not apply to that portion of damages that is less than or equal to the minimum limits for uninsured motorist coverage mandated by such law.
2. This provision shall apply and be enforceable as to all other damages that exceed the minimum limits for uninsured motorist coverage mandated by such law.

We will make this payment only if there is no other uninsured motorist coverage available to the **insured** or **insureds** at issue. **We** will not pay any other coverage, benefit or limit that Oklahoma's Uninsured Motorist Coverage Statute or Oklahoma public policy does not otherwise require. **We** reserve the right to seek recovery for such payments from any **person** or **persons** responsible for the **accident** as permitted by law.