

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – OKLAHOMA

The following amendments change the policy. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, minimum limits means the following limits of liability as required by Oklahoma law, to be provided under a policy of automobile liability insurance:

- A. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
- B. \$25,000 for each accident with respect to “property damage”.

DEFINITIONS

H. is replaced by the following:

- H. “Guaranteed Value®” means the amount shown in the Declarations or Schedule for the applicable scheduled vehicle, which is agreed to be the value of “your covered auto” inclusive of any applicable taxes and fees, including fees incident to a transfer of evidence of ownership, in case of a total loss or “constructive total loss”.

The following definition is added:

“Temporary loaned vehicle” means a vehicle owned by someone who is a new motor vehicle or new powersports vehicle dealer, provided:

1. Such vehicle is loaned to you or a “family member” who is neither the owner nor an employee of the owner of such vehicle;
2. The person operating the vehicle has a reasonable belief that the person is entitled to do so;
3. The change in financial responsibility is evidenced by a release signed by the person operating the vehicle; and
4. No fee or lease charge has been made by the dealer for the use of the vehicle.

PART A – LIABILITY COVERAGE

Under the **Insuring Agreement** provision, the following is added:

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

“Your covered auto”, as used in this **PART A**, also includes a “temporary loaned vehicle”.

Under the **Exclusions** provision, the following is added:

We do not provide **Liability Coverage** for any “insured” for “bodily injury” to you or a “family member” 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.

Under the **Limit of Liability** provision, the following is added to paragraph C:

This provision does not apply to you or a “family member” with respect to payments for the same elements of loss under this coverage and **PART B** of this policy.

PART B – MEDICAL PAYMENTS COVERAGE

Under the **Limit of Liability** provision, the following is added to paragraph B:

However, this does not apply to you or a “family member”.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Limit of Liability, paragraph B., is replaced by the following:

- B. For all other loss or damage to “your covered auto”, we will pay the amount necessary to repair or replace the property, whichever is less, with similar kind and quality, but we will not pay more than the “Guaranteed Value®” per vehicle shown in the Declarations or Schedule.

PART F – GENERAL PROVISIONS

The **Concealment or Misrepresentation** provision is replaced by the following:

CONCEALMENT OR MISREPRESENTATION

This entire policy will be voidable if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

Under the **Legal Action Against Us** provision, paragraph C. is replaced by the following:

- C. Under **PART D**, suit or action must start within 2 years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

Under the **Our Right to Recover Payment** provision, the following is added:

This provision does not apply to payments made to or for you or a “family member” under **PART B**.

Under the **Termination** provision, the following changes are made

The following is added to A. Cancellation, paragraph 3.:

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

If an insured has been convicted of:

- 1) Homicide or assault arising out of the operation of any motor vehicle; or
- 2) A violation of Title 47 of the Oklahoma Insurance Code as being under the influence of alcohol, intoxicating liquor, or any of the substances included in the Uniform Dangerous Substances Act of Title 63.

D. Other Termination Provisions, paragraph 2. is replaced by the following:

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will refund you the pro rata unearned premium. However, making or offering to make the refund is not a condition of cancellation.

All other policy provisions apply.