

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNINSURED MOTORISTS COVERAGE – OKLAHOMA

### SCHEDULE

Uninsured Motorists Coverage	Limit Of Liability		Premium Per Policy
Bodily Injury	\$	Each Person	\$
	\$	Each Accident	
Property Damage	\$	Each Accident	

#### I. Part C – Uninsured Motorists Insurance

Part C is replaced by the following:

##### Insuring Agreement

- A. 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":

1. Sustained by an "insured"; and
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 the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought by an "insured" against an uninsured motorist is not binding on us unless the "insured" has given us adequate notice of the filing and pendency of the action.

- B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. 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.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which causes an accident resulting in "bodily injury" to an "insured".

4. To which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent within one year of the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. 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.
2. 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.
3. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which 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

- A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. Who is a "family member", while "occupying", or when struck by, any motor vehicle owned by that person which is not insured for Uninsured Motorists Coverage at the time of the accident and to whom no other Uninsured Motorists Coverage is available.  
This includes a trailer of any type used with that vehicle.
  2. While "occupying" any motor vehicle:
    - a. Owned by you or any "family member"; or
    - b. Furnished or available for the regular use of you or any "family member";for which no bodily injury liability bond or policy applies at the time of the accident.
  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (**A.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
- B.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
- C.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

## Limit Of Liability

- A.** The Limit Of Liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the Limit Of Liability shown in the Schedule or 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. This is the most we will pay, regardless of the number of:
1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.

- B.** With respect to coverage provided under Paragraph **2.** of the definition of "uninsured motor vehicle", any payment made by or on behalf of the owner or operator of the "uninsured motor vehicle" shall not reduce or be a credit against the total bodily injury liability limits afforded an "insured" under Uninsured Motorists Coverage.
- C.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** and Part **B** of this Policy. 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.
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

## Other Insurance

If there is other applicable insurance similar to the insurance provided under this Part of the Policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this Policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## **Arbitration**

- A.** If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
  2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle", 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 arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B.** Each party will:
1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
  2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury 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 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
- D.** If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the accident.

## **Additional Duties**

A person seeking Uninsured Motorists Coverage must also:

1. Give us written notification by certified mail 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" equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".
2. Provide us with written:
  - a. Documentation of economic losses, including copies of all medical bills; and
  - b. Authorization or a court order for us to obtain reports from all employers and medical providers.

## **II. Part F – General Provisions**

The following is added to the **Our Right To Recover Payment** Provision:

Our rights do not apply under Paragraph **A.** with respect to Uninsured Motorists Coverage if we:

1. Have been given written notice by certified mail of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and
2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage.
2. We also have a right to recover the advanced payment.