

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

STATE ENDORSEMENT - OKLAHOMA

The following amendment changes 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:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

DEFINITIONS

The following statement is added to Paragraph B:

Essentia Insurance Company's offices are located at N14 W23800 Stone Ridge Drive, Waukesha, WI 53188.

PART A – LIABILITY COVERAGE

The following is added:

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

The following definition is added:

"Temporary loaned vehicle" means a vehicle owned by someone who is an authorized motor vehicle dealer, provided:

1. Such vehicle is loaned to you or any "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.

INSURING AGREEMENT

The following is added:

"Your covered auto" as used in this Part also includes a "temporary loaned vehicle".

EXCLUSIONS

The following is added:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "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.

LIMIT OF LIABILITY

The following is added to Paragraph B:

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.

PART B – MEDICAL PAYMENTS COVERAGE

LIMIT OF LIABILITY

The following is added to Paragraph B:

However, this does not apply to you or any "family member".

PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Exclusion 11. is deleted.

Paragraph B. of the **Limit of Liability** Provision 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 agreed limit per vehicle shown under Coverage D in the Declarations.

PART F - GENERAL PROVISIONS

The **Concealment or Fraud** Provision is deleted and replaced by the following:

CONCEALMENT OR FRAUD

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 **Payment of Loss** Provision, the second paragraph is deleted and replaced by the following:

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "constructive total loss" of "your covered auto(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or "constructive total loss".

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 any "family member" under **Part B.**

TERMINATION

A. Cancellation, 3. adds the following:

For any other reason permitted by state law.

D. Other Termination Provisions, 2. is deleted and 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.

The **Amendatory Endorsements** Provision is deleted.

All other policy provisions apply.