

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 [10701 W Research Drive, Suite 400, Wauwatosa, WI 53226].

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

Exclusion 11. is deleted.

The **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

- A. We will pay the limit shown under **PART D** in the Declarations for the applicable vehicle, which is agreed to be the Guaranteed Value® of “your covered auto”, inclusive of applicable taxes, license fees and other fees incident to a transfer of evidence of ownership, in case of a total loss or “constructive total loss”.

- 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.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage:

1. Do not admit fault or assume any obligation to other persons.
2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
 - a. Examinations to be video and/or audio recorded.
 - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
 - c. Your spouse or a “family member” to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

PART F – GENERAL PROVISIONS

The **Regular Use Vehicle Requirement** provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of “your covered auto”. In no event will this policy:
 1. Provide coverage for any vehicles other than “your covered auto”; or
 2. Be your primary personal vehicle insurance; or
 3. Provide insurance for any auto or other motor vehicle, other than “your covered auto”, with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you or a “family member”.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
 1. You must own a “regular use vehicle” listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
 - a. Be in-force with at least the types and amounts of coverage elected by you for this policy.
 - b. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection (“PIP”) coverage (in states where PIP is required).
 - c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your “regular use vehicle” and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of you or a “family member”.
 - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of “your covered auto” for which this policy applies.
 2. If you fail to maintain a “regular use vehicle” insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a “regular use

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vehicle” and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of you or a “family member”:

- a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery;
 - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
 - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than “your covered auto”, all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
3. To the extent allowed by law, we have the right to rescind, cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

The **Concealment or Fraud** provision is 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, 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 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 a “family member” under **PART B**.

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

The following is added to A. Cancellation, 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 Section 11-902 or 761 of Title 47 of the Oklahoma Insurance Code as being impaired or under the influence of alcohol or intoxicating liquor or who was under the influence of any substance included in the Uniform Dangerous Substances Act (Title 63).

For any other reason permitted by state law.

Under D. Other Termination Provisions, 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.

The **Other Insurance Policies** provision is deleted.

The **State Law** provision is replaced by the following:

STATE LAW

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will:

1. Be changed to the extent necessary to conform to the law;
2. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
3. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided and exclude all amounts greater than the minimum amounts of coverage required by law.

The **Amendatory Endorsements** provision is deleted.

The following is added:

EXCESS COVERAGE

Coverage under this policy applies on a primary basis only with respect to “your covered auto” and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:

1. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery; and
2. Limited to the minimum types of coverage and the minimum limits required by that law.

The following total policy exclusion is added:

EXCLUSION OF TRANSPORTATION NETWORK COMPANY & PERSONAL VEHICLE SHARING PROGRAM USE

- A. There is no coverage of any kind under this policy for any accident, loss, “bodily injury”, “property damage” or any other damage, expense or loss for any person or any party that results from, arises out of, or is related to any person operating or using “your covered auto” or any other vehicle in any type of activity associated or connected with any:
 1. Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC’s online-enabled application or platform until that driver logs off of the online-enabled application or platform, or the passenger exits the vehicle, whichever is later; or
 2. Personal vehicle sharing program, use or activity.
- B. For purposes of this exclusion:
 1. Transportation network company (TNC) means any type of organization or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.
 2. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals.

All other policy provisions apply.