

OKLAHOMA PERSONAL AUTO POLICY

IMPORTANT NOTICE

The **insured** has made Young America Insurance Company (hereinafter called the Company) a written application attached hereto and incorporated by reference. All statements and descriptions in the application for this policy or in negotiations therefore by or on behalf of the **insured**, shall be deemed to be representations and not warranties. Misrepresentations, omissions, concealment of facts and incorrect statements shall not prevent a recovery under the policy unless either:

1. Fraudulent; or
2. Material either to the acceptance of the risk, or to the hazard assumed by **us**; or
3. **We** in good faith would either not have issued the policy, would not have issued the policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to **us** as required by the application for the policy or contract or otherwise.

YOUNG AMERICA INSURANCE COMPANY
 1800 LEE TREVINO, 201
 EL PASO TEXAS 79936

**TO REPORT A NEW LOSS OR IF YOU
 ALREADY HAVE A CLAIM NUMBER AND
 DESIRE INFORMATION CALL:
 (800) 880-0472**

**FOR UNDERWRITING INFORMATION CALL:
 (800) 554-0595**

**THESE POLICY PROVISIONS WITH THE DECLARATIONS
 PAGE AND ENDORSEMENTS, IF ANY, ISSUED TO FORM
 A PART THEREOF, COMPLETE THIS POLICY.**

This policy does not provide any coverage for any loss that occurs within the Territory of Mexico. Please refer to the "Mexico Warning" on Page 22 of the policy.

This is **your** new Personal Auto Insurance Policy. The policy is written in simplified language **you** can understand. PLEASE READ YOUR POLICY CAREFULLY – it contains the full terms of **our** agreements. If there is any question concerning **your** policy, please call **your** producer or the Company.

**CHANGES MAY BE MADE TO YOUR POLICY BY
 ENDORSEMENT. ALL THE ENDORSEMENTS TO YOUR POLICY
 ARE SHOWN ON THE DECLARATIONS. MAKE CERTAIN TO
 READ THE ENDORSEMENTS IN ADDITION TO THE PERSONAL
 AUTO POLICY.**

YOUR PERSONAL AUTO POLICY QUICK REFERENCE

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AGREEMENT

Subject to the terms of this policy, **we** agree to provide the coverages shown on the **Declarations** up to the limits of liability for **losses** that occur during the policy term shown on the **Declarations**, but only if **you** pay **your** premium payments when due. This policy consists of the most recently issued **declarations**, this Personal Auto Policy, addendums, the application, and any endorsements shown on the **Declarations**.

This policy contains all the agreements between the **named insured** and **us**.

IMPORTANT NOTICES

You and any **person** who might seek coverage under this policy should read this policy very carefully and call **us** with any questions. The scope of each coverage part is materially limited or eliminated when:

- 1. A **named insured** does not **own** the **car** shown on the **Declarations**.

- 2. The **person** driving a **car** is not shown on the **Declarations** as a **rated driver**.
- 3. The **car** involved in an **accident** is not shown on the **Declarations**, but **you**, a **resident relative**, or a **household member** has an **interest** in the **car** or the **car** is available or furnished for the regular **use** of **you**, a **resident relative**, or a **household member**.

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.

Any person who, knowingly and with intent to defraud, presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy or a claim for payment or other benefit pursuant to an insurance policy, which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto has committed a fraudulent insurance act.

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

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 § 36-3613.1

GENERAL DEFINITIONS

Certain words in this policy have been placed in bold italics. Such words have the meanings set forth herein, unless the word is specifically defined in the **Additional Definitions** section of the coverage being sought. The definition of such word in this Additional Definitions section of the coverage being sought will replace the General Definition of the word for that coverage only.

Accident – means a sudden, unexpected, and unintended occurrence

Actual Cash Value – means the fair market value of any tangible property immediately before its **loss** taking into consideration items such as, but not limited to, the age, mileage, options, pre-loss condition, cosmetic detriments, tire tread depth, un-repaired damage or maintenance items, along with the value of similar property in the marketplace.

Automobile related business – means a business, trade, profession, or occupation where the purpose is to rent, sell, lease, park, repair, service, store, or transport **motor vehicles** or **trailers** of any type.

Bodily injury – means bodily harm to a **person's** body and the physical sickness, physical disease, or death resulting from such harm.

Business related use – means the **use** of a **car**, including, but not limited to, any of the uses described below in the performance of any business, trade, profession, occupation, or employment or while receiving compensation or consideration of any type:

1. **Automobile related business.**
2. **Delivery related business.**
3. Snow removal.
4. Calling on accounts, customers, or prospective customers.
5. Hauling equipment, goods, animals, supplies, or people.
6. Picking up, transporting, or delivering any goods, **person** or **persons**, animals, materials, products, or packages.
7. Driving to more than one location per day.
8. Allowing another **person** to use a **car**.

Car or Cars –

1. Means a private passenger **motor vehicle** with four (4) wheels that is designed for **use** on public roads. However, **car** does not include any of the following:
 - A. Any **motor vehicle** used as a dwelling or other premise.
 - B. Any **motor vehicle** having more than four (4) wheels or a gross vehicle weight over ten thousand (10,000) pounds.
 - C. Any **motor vehicle** having less than four (4) wheels or operating on tracks or on crawler treads.
 - D. All-terrain vehicles, dune buggies, go-carts, forklifts, front-loaders, golf carts, motorized bicycles, riding garden tractors, farm tractors, other farming equipment or any similar vehicle.
 - E. Any **motor vehicle** not licensed for **use** on public roads.
2. If **we** permit **you** to list a **motor vehicle** on the **Declarations** that does not otherwise satisfy the requirements of a **car** under paragraph 1 of this definition, then such **motor vehicle** will be considered a **car** under the policy. No other **motor vehicle** that does not satisfy the requirements of paragraph 1 above shall be considered a **car**.

Compulsory Insurance Law – means a law requiring a minimal level of financial responsibility or insurance coverage to own, operate, or allow others to operate a **motor vehicle** in the jurisdiction in which coverage under this policy is sought. This definition includes **motor vehicle** financial responsibility laws, **compulsory insurance laws**, and all other laws with similar purposes.

Declarations – means the page where **we** list the **named insured, cars, rated drivers**, coverages, and other information. **We** may issue other documents, including, but not limited to, notices of any kind instead of replacement **Declarations** as evidence of **your** policy being renewed or reinstated. The **Declarations** should not be read in isolation because it is only one of the many documents forming the policy. To understand the coverages provided under this policy, it is important that **you** read the Personal Auto Policy, **Declarations**, addendums and policy endorsements.

Delivery Related Business – means the **use** of a **car** to carry anything for compensation or consideration of any type. This includes, but is not limited to, taxi-type or delivery services. This includes any time when the **insured** is logged into a transportation digital network regardless of whether the **insured** is engaged in a prearranged ride. This definition does not include shared-expense carpools.

Excluded Driver – means any **person** listed designated as excluded.

General Consent – means authorization by the **owner** of a **motor vehicle** to a **person** for **use** of the **motor vehicle** on one or more occasions without first needing permission for each **use**. **General consent** can be expressed or implied.

Household member – means any **person** who resides with **you** and is not a **resident relative**.

Insured – is defined in each coverage part.

Interest – means a **person** is shown on the title of a **motor vehicle**, has **general consent** to use a **motor vehicle**, or has an ownership or security **interest** in a **motor vehicle**.

Motor Vehicle – means a self-propelled vehicle which is designed for **use** with such vehicles, traction engines, road rollers, farm tractors, tractor cranes, power shovels, well drillers and motorized bicycles, and every vehicle which is propelled by electric power obtained from overhead wires but not operated upon rails.

Named Insured – means only the **person** specifically shown on the **Declarations** as the "**Named insured**" and does not include any other **person**, even if such other **person** is shown on the **Declarations** or application for coverage as an **insured, secondary insured, additional insured, applicant, driver, operator, resident relative, household member, spouse, rated driver, or excluded driver** on the **Declarations** or application for coverage.

Newly Acquired Car –

1. Means a **car** newly **owned** by **you**, but only if all the following conditions have been satisfied:

- A. The date **you** became the **owner** is during the policy period shown on the **Declarations**.
 - B. **You** request **we** insure such **car** within 30 days after the date **you** became the **owner**.
 - C. **You** pay any additional premium due on or before the due date.
 - D. On the date **you** become the **owner** of the **car**, **we** insure all other **cars** in which **you** have an **interest**.
 - E. No other policy, including any binder, issued by **us** or any other company extends coverage to **your car**.
2. A **car** that satisfies the requirements of paragraph 1 and replaces a **car** shown on the **Declarations** will have the same coverage as the **car** it replaces. Any request for coverages on the replacement **car** that were not on the replaced **car** will be effective as of the date and time of the binding of the endorsement for said coverages.
 3. A **car** that satisfies the requirements of paragraph 1 and is in addition to all **cars** shown on the **Declarations** will have the broadest coverage **we** provide to any **car** shown on the **Declarations**. A **car** that satisfies the requirements of paragraph 1 when no **car** is shown on the **Declarations** will have the same coverages as shown on the **Declarations**.
 4. A **car** that does not satisfy the requirements of paragraph 1 never becomes a **newly acquired car**.
 5. Even if a **car** satisfies the above requirements of paragraph 1, **we** retain the right to reject the request to add the **car** to the policy.

Non-Owned Car –

1. Means a **car** that satisfies all of the following requirements:
 - A. **You** or a **resident relative** who is a **rated driver** is in lawful possession of the **car**.
 - B. **You** or a **resident relative** who is a **rated driver** have express permission of the **owner** of the **car** to use the **car**.
 - C. None of the following **persons** have an **interest** in such **car**: (i) **you**, (ii) a **resident relative**, (iii) a **household member**, or (iv) an employer of any **person** described in this sentence.
 - D. The **car** is not covered by any other insurance policies or benefits.
2. If a **car** qualifies as both a **non-owned car** and a **temporary substitute car**, then it is considered a **temporary substitute car** only.

Occupying – means in, getting into, or getting out of a **car**, but only if there is physical contact with the **car**.

Own or Owns or Owned – means that a **person** satisfies one of the following:

1. The **person** is listed as a legal **owner** on a **motor vehicle** title or registration and has legal possession of the **motor vehicle**.

2. The **person** has legal possession of a **motor vehicle** evidenced by a written purchase agreement.
3. The **person** has legal possession of a **motor vehicle** leased to that **person** under a written lease agreement with a licensed **car** leasing company for a continuous period of at least six (6) months. However, **owned** does not include leases with individuals or agreements with a business entity whose primary business includes the rental of **motor vehicles**.

Owner – means a **person** who **owns** a **motor vehicle**.

Person – means a human being.

Property Damage – means physical damage to or destruction of tangible property.

Punitive or Exemplary Damages – means damages imposed to punish a wrongdoer and deter others from similar conduct.

Rated Driver – means a **person** listed on the **Declarations** or application not designated as an **excluded driver**.

Resident Relative – means a **person** who resides with **you** on a continuous, uninterrupted basis for at least sixty (60) days before any **loss** and is one of the following:

1. **Your** child, parent, or minor sibling by blood, marriage, or adoption.
2. **Your** ward or foster child.

Secondary Insured – means only the **person** specifically shown on the **Declarations** as a “**secondary insured**” and does not include any other **person**, even if they are shown on the **Declarations** or the application for coverage as an **insured**, applicant, operator, **resident relative**, **spouse**, driver, **rated driver**, or **excluded driver**.

Special Equipment – means any equipment not manufactured by the manufacturer of the **car** for the make, model and model year shown on the **Declarations** and includes all aftermarket parts and accessories. In order to qualify for coverage, “**special equipment**” must be specifically listed on a **Special Equipment Schedule** noted on the policy.

Spouse – means a **person** who resides with the **named insured** and who has a marriage license issued by a governmental body evidencing the spousal relationship between said **person** and the **named insured**.

Temporary Substitute Car –

1. Means a **non-owned car** used with the express permission of the **owner** that satisfies all the following requirements:
 - A. It substitutes for a **car** listed on the **Declarations**.
 - B. The **car** it substitutes for is in the custody and control and being serviced by a licensed business

holding itself out to the public as repairing and servicing **cars**.

- C. The **person** operating the **car** does not have any **interest** in the **car**.
2. A **car** ceases being a **temporary substitute car** after used for that purpose for more than 30 days during any calendar year.
3. **General consent** to **use** a **non-owned car** shall not prevent it from being a **temporary substitute car** so long as such **general consent** did not exist prior to the servicing of the **car** for which it is substituting.

Trailer – means a **trailer** with a gross weight less than 2,000 pounds designed to be towed by a **car** while pulled on public roads so long as it's not used for any of the following:

1. Any **business related use**.
2. as a home, office, store, display, or for carrying passengers.

Gross weight means the empty **trailer** weight plus maximum cargo weight the **trailer** is designed to safely transport.

Use or **Using** means physically controlling or attempting to physically control the movements of a **car**.

We, **Us** and **Our** – means the company listed on the **Declarations** as providing this policy.

You and **Your** – means the first **person** shown on the **Declarations** as the **named insured**. "**You**" and "**Your**" also means the **spouse** of the first **person** shown on the **Declarations** as the **named insured**, but only if all the following are met:

1. The **spouse** is a **rated driver**.
2. All **motor vehicles owned** by the **named insured**, the **spouse**, and both are shown on the **Declarations**.
3. All **motor vehicles** the **named insured**, the **spouse**, and both have an **interest** in are shown on the **Declarations**.
4. At least one **car** shown on the **Declarations** is **owned** by the **named insured** or the **spouse**.

Your car – when these two words are together shall mean the **car** or **cars** shown on the **Declarations**.

If any of the words defined above appear in this policy and are not in bold italics, they shall be read to have their common meanings as generally used in the English language

PART A - LIABILITY COVERAGE

You only have this coverage up to the limits of liability shown on the **Declarations**.

Insuring Agreement

Subject to all provision in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **LIABILITY COVERAGE** including, but not limited to, **Additional Definitions**, **Exclusions**, and **Coverage Limits**, **we** will pay

damages, excluding **punitive or exemplary damages**, an **insured** becomes legally liable to pay because of **bodily injury** or **property damage** caused by a **car accident**.

With respect to damages payable under this **LIABILITY COVERAGE** **we** have the right to:

1. Investigate any claim or lawsuit for **bodily injury** or **property damage**.
2. Defend any **insured** or **person** seeking coverage under this policy with attorneys **we** choose.
3. Negotiate and settle any claim or lawsuit for **bodily injury** or **property damage** covered under this policy.
4. Appeal any award or legal decision.

Additional Definitions

Insured:

1. If there are one or more **cars** shown on the **Declarations** and **you own** any of them, then **insured** as used in this **LIABILITY COVERAGE** means:
 - A. **You** for the ownership, maintenance, or **use** of (i) **your car**, (ii) a **newly acquired car**, (iii) a **non-owned car**, (iv) a **temporary substitute car**, or (v) a **trailer you own** while being pulled by **your car**, a **non-owned car**, a **temporary substitute car**, or a **newly acquired car**.
 - B. A **resident relative** who is a **rated driver** and who does not have any **interest** in a **motor vehicle**, for the maintenance or **use** of (i) **your car**, (ii) a **newly acquired car**, (iii) a **non-owned car**, (iv) a **temporary substitute car**, or (v) a **trailer you own** while being pulled by **your car**, a **non-owned car**, a **temporary substitute car**, or a **newly acquired car**.
 - C. Any **person** who is a **rated driver** (including **resident relatives** who have an **interest** in a **motor vehicle**) for the maintenance or **use** of (i) **your car**, (ii) a **newly acquired car**, or (iii) a **temporary substitute car**.
 - D. Any other **person**, with **your** express permission, for the maintenance or **use** of (i) **your car**, or (ii) a **newly acquired car**.
2. If there are one or more **cars** shown on the **Declarations**, but **you do not own** any of them, then **insured** as used in this **LIABILITY COVERAGE** means:
 - A. The first **person** shown on the **Declarations** as the **named insured** for the maintenance or **use** of (i) **your car**, (ii) a **newly acquired car**, (iii) a **non-owned car**, (iv) a **temporary substitute car**, or (v) a **trailer you own** while being pulled by **your car** or a **newly acquired car**.
 - B. Any **rated driver**, with **your** express permission, for the maintenance or **use** of: (i) **your car**, (ii) a **newly acquired car**, or (iii) a **temporary substitute car**.
3. If no **car** is shown on the **Declarations**, then **insured** as used in this **LIABILITY COVERAGE** means the only first **person** shown on the **Declarations** as the **named insured**

for the maintenance or *use* of a (i) *non-owned car*, or (ii) *newly acquired car*.

4. If a *newly acquired car* is added to the policy after the time of the *accident*, and the *newly acquired car* is not involved in the *accident*, then the definition of *insured* will be determined based on the ownership of the *cars* on the *Declarations* at the time of the *accident*.

Exclusions

We do not provide coverage or benefits under **LIABILITY COVERAGE** for any of the following:

1. **Bodily injury** or **property damage** caused by intentional acts of any *insured* or at the direction of any *insured*. The intended and unintended results of such acts are not covered.
2. **Bodily injury** or **property damage** caused by a *person* who is not a *rated driver* but is a *resident relative* or *household member*.
3. **Property damage** to property *owned* by, rented to, used by, in the care of, or transported by any *insured*. This exclusion shall not apply to coverage for rented residence or rented private garage.
4. **Bodily injury** or **property damage** occurring when a *car* is used in a *business-related use* unless (i) **we** have charged an additional premium for the *business-related use* of *your car*, and (ii) the *business-related use* does not involve a *delivery related business* of *automobile related business*. This exclusion shall not apply to *use* of a *car* in a carpool or a shared expense basis so long as the *insured* is not otherwise engaged in a *business-related use*.
5. **Bodily injury** or **property damage** resulting from any *use* of a *car* without the *owner's* express or implied permission.
6. The operation of any *car* that an *insured* has an *interest* in or is available or furnished for that *insured's* regular *use*. This exclusion shall not apply to *your car* or a *newly acquired car*.
7. The operation of any *car* that a *resident relative* or *household member* has an *interest* in or for any *car* that is furnished or available for that *person's* regular *use*. This exclusion shall not apply to *your car* or a *newly acquired car*.
8. **Bodily injury** to any employee or fellow employee of an *insured* while engaged in the employment of the *insured*, arising out of his or her employment, or from any other *business-related use*. This exclusion shall not apply to **bodily injury** to a domestic employee that is neither covered nor required to be covered under workers' compensation law.
9. **Bodily injury** or **property damage** resulting from any (i) pre-arranged, organized or any other type of racing, speed or demolition contests, (ii) stunting activity performed in, at, or upon a public or private street, highway, track or other facility or location, or (iii) in practice or preparation for any such activity.

10. **Punitive or exemplary damages**, damages for aggravating circumstances, or any other type of damages that may be imposed to punish wrongdoers or deter others from similar conduct.
11. **Bodily injury** or **property damage** to *you* or to any *person* who is (i) related to *you* by blood, marriage, or adoption, or (ii) *your* ward or foster child.
12. **Bodily injury** or **property damage** to an *insured* or to any *person* who is (i) related to any *insured* by blood, marriage, or adoption, or (ii) is the ward or foster child of any *insured*.
13. **Bodily injury** or **property damage** sustained in the commission of a crime or while eluding apprehension by a law enforcement official.
14. **Bodily injury** or **property damage** arising from any claim for negligent entrustment of any *car*.
15. Any liability of an *insured* assumed under any contract or agreement.
16. **Bodily injury** or **property damage** for which the United States of America or any state, county, or municipality is liable for the *insured's use* of a *motor vehicle*.
17. **Bodily injury** or **property damage** covered under a nuclear energy liability policy.
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.

If applicable *compulsory insurance laws* limit the application of an exclusion, the exclusion shall continue to apply to all other coverages otherwise afforded under this policy, including, but not limited to, (i) any liability limits in excess of those required under the law, (ii) attorney fees, and (iii) **Additional Benefits**.

Additional Benefits

In addition to **our** limit of liability:

1. If **we** exercise **our** right to defend, **we** will pay attorney fees for attorneys **we** choose to defend an *insured* sued for damages covered under this **LIABILITY COVERAGE** and taxable court costs arising in a lawsuit **we** defend. Payment of attorney fees and taxable court costs will end when the applicable limits of **LIABILITY COVERAGE** are exhausted by any means, including but not limited to, settlement, payment on a judgment, or deposit into court. **We** have no duty to pay attorney fees for claims not covered under this **LIABILITY COVERAGE**.
2. **We** will pay on behalf of an *insured* interest accruing after a judgment against an *insured*, but only that part of

the judgment that does not exceed **our** limit of liability shown on the **Declarations**. **Our** obligation to pay interest terminates when **we** pay, offer to pay, or deposit into court that part of the judgment that does not exceed **our** limit of liability reflected on the **Declarations**. Such interest shall only be payable if **we** defend the action resulting in the judgment. **We** have no duty to pay any prejudgment interest, or other interest that is not post judgment interest on the amount **we** owe.

3. **We** will pay up to one-hundred dollars (\$100) per day to **you** for **your** loss of earnings, but not other income, because of employment missed at **our** request.
4. **We** will pay other reasonable expenses incurred at **our** request.

Coverage Limits

1. The liability coverage limits for **bodily injury** and **property damage** are shown on the **Declarations**.
2. The limit for each **person** making a claim against an **insured** for **bodily injury** liability is **our** maximum limit of liability for all damages for **bodily injury** to one **person** in any **car accident**, including all damages sustained by other **persons** because of that **bodily injury** such as loss of consortium or other derivative claims. The limit any **car accident** for **bodily injury** liability is **our** maximum limit of liability, subject to the limit for each **person**, for all damages for **bodily injury** to two or more **persons** injured in the **car accident**. The limit for **property damage** shown on the **Declarations** is the most **we** will pay for all damages to property in any **car accident**.
3. The limits of liability shown on the **Declarations** for **bodily injury** and **property damage** are the most **we** will pay regardless of the number of (i) **insureds**, (ii) claims made or lawsuits brought, (iii) **cars** insured under this policy, (iv) premiums paid, or (v) **cars** involved in any **car accident**.
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**.
5. If this policy insures two or more **cars**, or if any other automobile insurance policy issued to **you** by **us** applies to the same **car accident**, the maximum limit of **our** liability shall not exceed the highest limit applicable to any one **car**. IN NO EVENT SHALL THE LIMIT OF LIABILITY APPLICABLE TO TWO OR MORE **CARS** OR TWO OR MORE POLICIES BE ADDED TOGETHER, COMBINED, OR STACKED TO DETERMINE THE LIMIT OF INSURANCE COVERAGE AVAILABLE TO **YOU** OR ANY **INSURED**.

Other Insurance

1. If **LIABILITY COVERAGE** provided by this policy and one or more other liability policies issued by **us** to **you** or any **resident relative** apply to the same **car accident**, then the maximum amount **we** will pay from all such policies is the single highest applicable liability coverage limit provided by any one policy.
2. Notwithstanding the limitation in the preceding paragraph, if the liability limits of this policy are greater than the limits provided by such other insurance, then this policy shall afford excess coverage over and above such other insurance, but only in an amount sufficient to give the **insured** a total liability limit equal to the limit afforded by this policy.
3. If there is liability coverage provided by another insurance company that applies to the same **car accident**, then the **LIABILITY COVERAGE** under this policy shall be excess insurance over any other valid and collectable insurance.
4. Nothing in this section shall be read to allow stacking any coverage included anywhere within this policy.

Out of State Coverage

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.

Compulsory Insurance Laws

We will pay any claim that a **compulsory insurance law** requires **us** to pay, without regard to the terms of this policy, but **we** will only pay those benefits and limits required by such law to the extent there is no other insurance that satisfies such requirements. **We** will not pay any other coverage, benefit, or limit that the **compulsory insurance law** does not otherwise require. This limit on **our** payment obligation applies even if the obligation arises because **we** certified this policy as proof of financial responsibility under state law. **We** reserve the right to seek recovery for such payments from **you** and any **person** or **persons** responsible for the **accident** as permitted by law.

PART B - MEDICAL PAYMENTS COVERAGE

You only have those portions of this coverage shown on the **Declarations** with a premium charge and then only up to the limits shown 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 **MEDICAL PAYMENTS COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, we will pay:

1. **Reasonable medical expenses** for **medical treatment** incurred because of **bodily injury** sustained by an **insured** and caused by a **car accident** if all the following are met:
 - A. The **insured** first received **medical treatment** within one (1) year following the date of the **car accident**.
 - B. The **reasonable medical expenses** are for **medical treatment** provided within two (2) years following the date of the **car accident**.
2. Funeral expenses incurred for an **insured** who dies within two (2) years following the date of the **accident** if the death is the direct result of the **bodily injury** sustained in the **car accident**.

We have the right to make or obtain a utilization review of the medical expenses and services to determine if they are reasonable and necessary for the **bodily injury** sustained.

The coverage provided herein is not assignable for any reason, including, but not limited to, to pay third-party health insurance coverage.

Additional Definitions

1. **Insured** as used in **MEDICAL PAYMENTS COVERAGE** means:
 - A. **You** while **occupying** (i) **your car**, (ii) a **newly acquired car**, (iii) a **temporary substitute car**, or (iv) a **non-owned car**.
 - B. Any other **person** while **occupying** (i) **your car** (ii) a **newly acquired car**, or (iii) a **temporary substitute car**.
 - C. **You** when, as a pedestrian, **you** are struck by a **motor vehicle**.
 - D. Any **resident relative** who does not **own** a **motor vehicle**, when, as a pedestrian, they are struck by a **motor vehicle**.
2. **Medical treatment** as used in **MEDICAL PAYMENTS COVERAGE** means treatment, procedures, products, and other services rendered by a licensed healthcare provider in its legally authorized scope of practice that are necessary to achieve medical improvement for the **bodily injury**. Such treatment must be recognized in the medical profession in the United States of America for the treatment of the **bodily injury** and cannot be any of the following:
 - A. Experimental treatment.
 - B. Treatment for research purposes.
 - C. Thermography or other related procedures of a similar nature.
 - D. Acupuncture or massage therapy or other related procedures of a similar nature.

- E. Services or equipment not primarily designed to serve a medical purpose.
3. **Reasonable medical expenses** as used in **MEDICAL PAYMENTS COVERAGE** means the lowest of any of the following charges:
 - A. Usual and customary fees charged by majority of healthcare providers who provide similar **medical treatment** in the geographic area where such treatment is provided.
 - B. The fee in any applicable fee schedule.
 - C. The fees agreed to between **us** and the healthcare provider.
 - D. The fees agreed to between the healthcare provider and any third party.
 - E. The fees due to a healthcare provider after bills for **medical treatment** have been submitted to and adjusted by an **insured's** health insurance carrier.

Exclusions

1. We do not provide coverage or benefits under **MEDICAL PAYMENTS COVERAGE** for any **person** for **bodily injury** sustained while **occupying** or struck by any of the following:
 - A. A vehicle being used as a residence or premises.
 - B. A **motor vehicle** or **trailer** designed mainly for **use** off public roads.
 - C. **Your car** when operated by a **person** who is not a **rated driver** but is a **resident relative** or **household member**.
 - D. A **motor vehicle** without the **owner's** express consent or outside the scope of that consent.
 - E. A **motor vehicle** when it is being used for a **business-related use, delivery related business, or an automobile related business**.
 - F. A **motor vehicle** that **you** (i) **own**, (ii) have an **interest** in, or (iii) is available or furnished for **your** regular **use**. This exclusion shall not apply to **your car**, a **newly acquired car**, or a **temporary substitute car**.
 - G. A **motor vehicle** that a **resident relative** or **household member owns** or has an **interest** in. This exclusion shall not apply to **your car** or a **newly acquired car**.
 - H. A **motor vehicle** that is available or furnished for regular **use** of a **resident relative** or **household member**. This exclusion shall not apply to **your car** or a **newly acquired car**.
2. We do not provide coverage or benefits under **MEDICAL PAYMENTS COVERAGE** for any **person** for **bodily injury** that is any of the following:
 - A. Sustained during employment if workers' compensation benefits are required or available for the **bodily injury**.
 - B. Sustained while fleeing from police or during the commission of or flight from a crime.
 - C. Sustained during any pre-arranged, organized, or any other type of racing, speed, or demolition contests,

stunting activity performed in, at, or upon a public or private street, highway, track, or other facility or location, in practice or preparation for such contest of activity.

- 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.
 - F. For which the United States of America or any state, county, or municipality is liable for the **insured's use** of a **car**.
 - G. That is covered under a nuclear energy liability policy.
 - H. Caused by or as a consequence of (i) discharge of a nuclear weapon (even if accidental), (ii) War (declared or undeclared), (iii) civil war, (iv) terrorist act, (v) insurrection, or (vi) rebellion or revolution.
 - I. Sustained from or because of nuclear reaction, radiation, or radioactive contamination, whether controlled, uncontrolled or however caused.
 - J. Sustained by an **insured** when a **car** is being **used** by that **insured** and that **insured** has a blood alcohol content in excess of that permitted by state law for **persons** operating a **motor vehicle**.
 - K. Sustained by an **insured** when a **car** is being **used** by that **insured** and that **insured's** ability to operate a **motor vehicle** at the time of the loss is impaired by the influence of any illegal or controlled substance as defined by federal law.
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

- 1. The benefit shown on the **Declarations** is the most **we** will pay for **medical treatment**, incurred by or on behalf of any one **insured** in any one **accident**, regardless of the number of:
 - A. **Insureds**.
 - B. Claims made.
 - C. **Cars** insured under this policy.
 - D. **Motor vehicles** involved in the **accident**.
- 2. Unless otherwise provided by law, **we** will not pay any damages or expenses under **MEDICAL PAYMENTS COVERAGE** that have already been or may be paid under **LIABILITY COVERAGE, UNINSURED MOTORIST**

COVERAGE, or UNDERINSURED MOTORIST COVERAGE of any policy **we** issued to **you** or a **resident relative**.

- 3. Unless otherwise provided by law, payment under **MEDICAL PAYMENTS COVERAGE** shall be credited against or applied toward any settlement or judgment such **person** receives under any other coverage that may be provided under any policy **we** issued to **you** or a **resident relative**.
- 4. If this policy insures two or more **cars** or if any other automobile insurance policy issued to **you** by **us** applies to the same **accident**, the maximum limit of **our** liability shall not exceed the highest limit applicable to any one **car**. IN NO EVENT SHALL THE LIMIT OF **MEDICAL PAYMENTS COVERAGE** APPLICABLE TO TWO OR MORE **CARS** OR TWO OR MORE POLICIES BE ADDED TOGETHER, COMBINED, OR STACKED TO DETERMINE THE LIMIT OF **MEDICAL PAYMENTS COVERAGE** AVAILABLE TO **YOU** OR ANY **INSURED**.

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

Other Insurance

If **MEDICAL PAYMENTS COVERAGE** provided by this policy and one or more other liability policies issued by **us** to **you** or any **resident relative** apply to the same **car accident**, then the maximum amount **we** will pay from all such policies is the single highest applicable medical payments limit provided by any one policy. Notwithstanding the limitations in the preceding sentence, if the limits of this policy are greater than the limits of medical payments coverage under such other insurance, this policy shall afford excess coverage over and above such other insurance, but only in an amount to give the **insured** a total limit of medical payments coverage equal to this policy's limit of medical payments coverage. If there is medical payments coverage provided by another insurance company that applies to the same **car accident**, then the **MEDICAL PAYMENTS COVERAGE** under this policy shall not apply. Nothing in this section shall be read to allow the stacking of any coverage included anywhere within this policy.

PART C - 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. **You** (i) when struck by a **motor vehicle** as a pedestrian or (ii) while **using** or **occupying your car**, a **newly acquired car**, a **non-owned car**, or a **temporary substitute car**.
 - B. Any **resident relative** who is a **rated driver** and who does not **own** a **motor vehicle**, (i) when struck by a **motor vehicle** as a pedestrian or (ii) while **using** or **occupying your car**, a **newly acquired car**, a **non-owned car**, or a **temporary substitute car**.
 - C. A **resident relative** who is a **rated driver** and who **owns** a **motor vehicle**, but only while **using** or **occupying your car**, a **newly acquired car** or a **temporary substitute car**.
 - D. A **person** who does not **own** a **motor vehicle** while permissively **using** or **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 **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 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:
- Punish a wrongdoer.
 - Deter others from similar conduct.

Coverage Limits

- 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.
- 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.
- 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 this 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:

- Notify the police, within 24 hours, if a hit-and-run driver is involved.
- 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.
- Promptly send **us** copies of the legal papers if a suit is brought.
- 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**.
 - 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.
 - The **insured**, by accepting **our** substitute payment, assigns **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 or 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 to 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 of 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 of 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.

PART D - PHYSICAL DAMAGE COVERAGE

You only have this coverage, or any portion of this coverage shown on the **Declarations** with a premium charge and deductible and then only up to the limits shown 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 **PHYSICAL DAMAGE COVERAGE** including, but not limited to, **Additional Definitions**, **Exclusions**, and **Coverage Limits and Loss Payment**, **we** will pay to repair or replace an **insured car** that sustained damage in a covered **loss**. There is no coverage if a **loss** occurs while the **insured car** is being used or operated by a (i) **person** who is an **excluded driver** or (ii) **person** who is not a **rated driver** but is a **resident relative** or **household member**.

Additional Definitions

1. **Collision** as used in **PHYSICAL DAMAGE COVERAGE** means an **insured car** (i) hitting or being hit by another vehicle, (ii) hitting or being hit by another object, or (iii) the overturning of an **insured car**. It does not include any damage considered part of **other than collision**.
2. **Insured Car** as used in **PHYSICAL DAMAGE COVERAGE** means **your car**, a **newly acquired car**, or a **temporary substitute car**. "**Insured car**" only includes the original equipment issued by the manufacturer (or replacement parts of similar like, kind, and quality), and does not include any contents. "**Insured car**" does not include any **special equipment** unless such **special equipment** is specifically listed on a Special Equipment Schedule that is noted on the policy **Declarations** with **PHYSICAL DAMAGE COVERAGE**.
3. **Loss** as used in **PHYSICAL DAMAGE COVERAGE** means (i) the direct, sudden, and accidental damage to an **insured car** caused by **collision** or (ii) the direct, sudden, and accidental damage to an **insured car** caused by **other than collision**. Loss does not include any reduction in the market value of an **insured car** after it has been repaired, as compared to its market value before it was damaged.
4. **Other than collision** as used in **PHYSICAL DAMAGE COVERAGE** means an **insured car** damaged by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, hitting a bird or animal, or being hit by a bird or animal. No deductible will apply to a **loss** to window glass when (i) **you** make a claim directly with **us** to have the repair performed by **our** approved vendor, and (ii) the glass is repaired instead of replaced. However, the deductible will apply to the replacement of window glass.

Exclusions

We do not provide coverage or benefits under **PHYSICAL DAMAGE COVERAGE** for **loss**:

1. To an **insured car** while being used or operated by any of the following **person(s)** unless that **person** is a **rated driver**.
 - A. A **person** who operates an **insured car** on a regular basis.
 - B. A **spouse**.
 - C. Any **person** who has an **interest** in your car.
2. To an **insured car** while it is being used or operated by a **person** who is not a **rated driver** if that **person** (i) resided with **you** on the day **we** issued this policy to **you**, or (ii) regularly operated an **insured car** on the day **we** issued this policy to **you**.
3. To an **insured car** if the regular garaging location of that **insured car** is not the same as the garaging location listed on the **Declarations** at the time of the **loss**.
4. To any **insured car** that occurs while it is being used in a **business-related use**, unless (i) such **business-related use** is listed on **your Declarations** and (ii) the **business-related use** does not involve a **delivery related business** or **automobile related business**.
5. To any **insured car** sustained while fleeing from police or during the commission of or flight from a crime.
6. To any **insured car** occurring in any pre-arranged, organized or any other type of racing, speed, or demolition contests, stunting activity performed in, at, or upon a public or private street, highway, track, other facility or location, or in practice or preparation for such contest of activity.
7. To any **insured car** arising out of an intentional act or omission by any **insured** (as defined in **LIABILITY COVERAGE**), or at the direction of any **insured** (as defined in **LIABILITY COVERAGE**), even if no damage was intended or expected or the actual damage is different than that which was intended or expected.
8. 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.

9. To any **insured car** for which the United States of America or any state, county, or municipality is liable for the **use** of the **car**.
10. To any **insured car** covered under a nuclear energy liability policy.
11. To any **insured car** due to and confined to (i) wear and tear, (ii) freezing, (iii) mechanical or electrical breakdown or failure, or (iv) road damage to tires and wheels. This exclusion shall not apply if the damage results from the total theft of an **insured car**.
12. To any **insured car** due to or as a consequence of (i) discharge of a nuclear weapon (even if accidental), (ii) War (declared or undeclared), (iii) civil war, (iv) terrorist act, (v) insurrection, or (vi) rebellion or revolution.
13. To electronic equipment of an **insured car** that is any of the following:
 - A. Designed for the reproduction of sound, including but not limited to:
 - i. Radios and stereos.
 - ii. Amplifiers, equalizers, or any aftermarket audio enhancement device.
 - iii. Compact disc players or DVD players.
 - B. That receives or transmits audio, visual or data signals, including but not limited to:
 - i. Citizens band radios.
 - ii. Telephones.
 - iii. Compact disc players or DVD players.
 - iv. Two-way mobile radios.
 - v. Scanning monitor receivers.
 - vi. Televisions, videocassette or digital videodisc players.
 - vii. Television monitors, monitor receivers and GPS devices.
 - viii. Any electronic video or audio recording media used to record or store audio, video, and androids or digital images or sounds including but not limited to DVD or CD recorders, MP3, IPODs, IPHONE, and or other similar devices.

This exclusion shall not apply to:

 1. Equipment designed solely for the reproduction of sound and accessories used with such equipment if such equipment and accessories are installed by the manufacturer of the **car** in the opening originally designed for such equipment.
 2. Any other electronic equipment that is either:
 - A. Necessary for the normal operation of the **car** or the monitoring of the **car's** operating system.
 - B. An integral part of the same unit housing any sound reproducing equipment installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
14. To any tapes, records, discs or other electronic media used with equipment described in or any other accessories used with the equipment described in paragraph 13, above.
15. To an **insured car** due to destruction or confiscation by governmental or civil authorities.
16. To a camper body or **trailer you own** that is not shown on the **declarations**.
17. To any **non-owned car**. This does not apply to a temporary **substitute car**.
18. To television antennas, awnings, cabanas, or equipment designed to create additional living facilities.
19. To any **temporary substitute car** when used without the **owner's** consent or outside the scope of that consent.
20. To equipment designed or used for the detection or location of radar; or similar device.
21. To any custom furnishing or equipment in or upon any **car**. Custom furnishings or equipment include but are not limited to any of the following:
 - A. Special carpeting, insulation, furniture, bars, or aftermarket trim packages.
 - B. Facilities for cooking and sleeping.
 - C. Height-extending roofs.
 - D. Custom murals, paintings or other decals or graphics.
 - E. Televisions or television receiving equipment.
22. To any of the following:
 - A. Caddy, case or container designed for use in carrying stereo tapes, cassettes, cartridges or disks.
 - B. Special antennas designed to be used with any radio, two-way communications equipment, telephones or video equipment including televisions.
 - C. Customized roof treatment including but not limited to: T-bar roof, bubble-dome, and bubble window, sunroof and moon roof.
 - D. Custom paintwork or custom tape-type striping.
 - E. Equipment or accessories that change the **use** or appearance of the interior or exterior of the **car**.
 - F. Non-factory wheels, tires, and other equipment.
 - G. Any other **special equipment** unless listed on the **declarations** with a special equipment schedule and an additional premium paid.
23. To a **car** rented by **you**, a **resident relative**, or any **rated driver** if a rental vehicle company is precluded from recovering such **loss** or loss of use from **you**, **that resident relative**, or that **rated driver**, pursuant to the provisions of any applicable rental agreement or state law.
24. To any aftermarket performance-enhancement equipment installed in or attached to an **insured car** and its related equipment, including but not limited to the drive train and chassis.
25. To any contents.
26. To non-scheduled **special equipment**.
27. To an **insured car** that occurs while it is being **used** by an **insured** with a blood alcohol content in excess of that permitted by state law for **persons** operating a **motor vehicle**.

28. To an **insured car** that occurs while it is being **used** by an **insured** whose ability to operate a **motor vehicle** is at the time impaired by the influence of any illegal or controlled substance as defined by federal law.

Additional Benefits

If the **insured car** sustains **loss** for which **we** make a payment under **PHYSICAL DAMAGE COVERAGE**, then **we** will pay for any of the following:

1. For reasonable towing expenses incurred to tow the **insured car** a reasonable distance (i) from the location of a **loss** to a repair facility or commercial storage facility and (ii) from a commercial storage facility to a repair facility.
2. For reasonable storage expenses incurred to store the **insured car** at a repair facility or commercial storage facility if it is not drivable immediately after the **loss**. If the **owner** of the **insured car** consents, then **we** may move the **insured car** at **our** expense to reduce storage costs. If the **owner** of the **insured car** does not consent, then **we** will pay only the storage costs that would have resulted if **we** had moved the damaged **insured car**.
3. Up to twenty dollars (\$20) per day, to a maximum of six hundred dollars (\$600) per covered **loss**, for transportation expenses actually incurred by **you** in the event of a total theft, without application of a deductible. This applies only if the **Declarations** shown that **OTHER THAN COLLISION COVERAGE** is provided for **your car** and only if it is not operable. **We** will pay only the transportation expenses incurred during the period beginning forty-eight (48) hours after the total theft and ending the earlier of (i) when the **car** is returned to **use**, or (ii) **we** offer to pay the reasonable value of the **loss**.

Coverage Limits and Loss Payment

1. **We** have the right to choose to make payment for a **loss** to the **insured car** in one of the following ways:
 - A. Pay the actual cost to repair the **insured car** to its pre-**accident** operation, safety, function and appearance, minus any applicable deductible.
 - i. The cost to repair or replace the property does not include any reduction in the market value of the **insured car** after it has been repaired, as compared to its market value before repair.
 - ii. If the repair or replacement of a part results in betterment of that part, then the amount of betterment will reduce the amount **we** will pay.
 - iii. **We** are permitted, at **our** discretion, to use new, used, recycled, and reconditioned parts in estimating the cost to repair the **insured car**. Any of these parts may be original equipment manufacturer parts or non-original equipment manufacturer parts. **We** are also permitted, at **our** discretion, to use replacement glass that does not have any insignia, logo, trademark, etching, or other marking on the glass.

- B. Pay the **actual cash value** of the **insured car** minus any applicable deductible, plus amounts actually paid for (i) sales tax for the purchase of a replacement vehicle, but only on the value up to the **actual cash value** of the damaged **insured car**, and (ii) license fees and related other fees. It shall be **your** responsibility to provide **us** proof of the paid taxes and fees.
 - i. An adjustment for depreciation and physical condition will be made in determining **actual cash value** at the time of **loss**.
 - ii. The damaged **insured car** must be given to **us** in exchange for **our** payment, unless otherwise agreed. If the **owner** keeps the **insured car** or cannot transfer title to the **insured car** free and clear of all liens, encumbrances and other claims of ownership within forty-five (45) days of the date of loss, then **our** payment will be reduced by the market value of the **insured car** after the **loss**.
- C. Return a stolen **insured car** to its **owner** and pay the cost to repair it as described in paragraph 1 above, for any direct, sudden and accidental damage that resulted from the theft.

2. **You** must provide **us** with a copy of the title to an **insured car** before **we** have any obligation to make any payments under this coverage. At **our** option, **we** may make payment to one or more of the following for **loss** to an **insured car**: (i) **you**, (ii) the **owner** if **you** are not the **owner** of the **insured car**, (iii) the repairer, or (iv) a creditor, lienholder, or loss payee shown on the **Declarations**. The rights of any creditor, lienholder or loss payee shown on the **Declarations** are dependent upon and derivative of any **insured** and **we** have no independent duties to any creditor, lienholder, or loss payee shown on the **Declarations**. **We** have the right to send payments directly to any payee.
3. **We** have no duty to pay for any **loss** or expense under **PHYSICAL DAMAGE COVERAGE** for which the **owner** of the **insured car**, or any other **person**, has already received payment from, or on behalf of, a party who is liable for the **loss** or expense under law or contract.
4. **We** will have no duty to make payment for any **loss** until 30 days after submission of all items required to be submitted.

No Benefit to Bailee

This insurance shall not benefit, directly or indirectly, any carrier or other bailee for hire.

Appraisal

If **you** and **we** do not agree on the amount of **loss**, there may be an appraisal of the **loss**. However, an appraisal will be made only if both **you** and **we** voluntarily agree to have the **loss** appraised. **We** do not waive any of **our** rights under this

policy by agreeing to an appraisal. An appraisal decision is not binding on either party.

Property with Liens

PHYSICAL DAMAGE COVERAGE provided by this policy applies to any creditor's *interest* in *your car* if such creditor is shown on the *Declarations*, but such coverage is only provided for a *loss* payable to *you*. *We* will give the same number of days of advance notice of cancellation to the creditor as *we* give to the *named insured* shown on the *Declarations*. However, failure to give such notice to the creditor shall not affect the validity of the notice provided to *you*. Notice to the creditor may be in any form, including, but not limited to, electronic transmittals, or first-class mail, including notices to such creditor's agent. If **PHYSICAL DAMAGE COVERAGE** is provided because of *our* failure to give notice to the creditor, then such coverage shall be limited to the creditor's *interest* and shall not include any *interest you* may have in any *car*. When *we* pay the creditor, *we* shall be subrogated to the extent of payment to the creditor's rights of recovery against any party, including, but not limited to, *you*.

RENTAL REIMBURSEMENT COVERAGE

You only have those portions of this coverage shown on the *Declarations* with a premium charge and then only up to the limits shown 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 **RENTAL REIMBURSEMENT COVERAGE**, including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will reimburse *you* for the reasonable and necessary expenses *you* pay to rent a temporary substitute *car* when all of the following are met:

1. There is a claim for a covered *loss* to an *insured car* under **PHYSICAL DAMAGE COVERAGE**.
2. The *insured car* is completely disabled or does not comply with state safety requirements for more than 24 hours.
3. The *insured car* was not being used at the time of the *loss* by any of the following:
 - A. A *household member* who is not a *rated driver*.
 - B. A *resident relative* who is not a *rated driver*.
 - C. A *person* listed as an *excluded driver* on the *Declarations* or application.

Additional Definitions

1. *Insured car* as used in **RENTAL REIMBURSEMENT COVERAGE** means (i) *your car* or (ii) a *newly acquired car*.
2. *Loss* as used in **RENTAL REIMBURSEMENT COVERAGE** shall have the same meaning as under **PHYSICAL DAMAGE COVERAGE**.

Exclusions

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We do not provide coverage or benefits under **RENTAL REIMBURSEMENT COVERAGE** when:

1. Any exclusion under **PHYSICAL DAMAGE COVERAGE** is applicable to the *loss*.
2. *You* delete either **Other Than Collision Coverage** or **Collision Coverage**, or both on that *insured car*.
3. Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are being sought as they are not covered.

Coverage Limits

Our maximum payment of benefits *owed* under **RENTAL REIMBURSEMENT COVERAGE** is limited to the amount shown on the *Declarations* that applies specifically to the *insured car*. Reimbursement for *your* rental of a *temporary substitute car* shall be limited to the number of days reasonably required to repair or replace the *insured car*.

TOWING AND LABOR

Insuring Agreement

We will *reimburse* you for towing and labor costs incurred each time *the insured car* is disabled, up to the amount shown in the *Declarations* as applicable to that *insured car*. *We* will only pay for labor performed at the place of disablement. This coverage applies only to *your insured car* for which a premium charge is shown in the *Declarations* for Towing and Labor Costs Coverage.

SPECIAL EQUIPMENT COVERAGE

You only have those portions of this coverage shown on the *Declarations* with a premium charge and then only up to the limits shown 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 **SPECIAL EQUIPMENT COVERAGE**, including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will pay for direct and accidental *loss* to *special equipment* listed on a Special Equipment Schedule and installed in an *insured car*, minus any deductible shown on the *Declarations* for **Other Than Collision Coverage**.

Additional Definitions

1. *Insured car* as used in **SPECIAL EQUIPMENT COVERAGE** means *your car* and a *newly acquired car*.
2. *Loss* as used in **SPECIAL EQUIPMENT COVERAGE** shall have the same meaning as under **PHYSICAL DAMAGE COVERAGE**.

Exclusions

We do not provide coverage or benefits under **SPECIAL EQUIPMENT COVERAGE** when:

1. Any exclusion under **PHYSICAL DAMAGE COVERAGE** is applicable to the *loss*.
2. *You* delete either **Other Than Collision Coverage** or **Collision Coverage**, or both on that *insured car*.

Coverage Limits

Our maximum payment of benefits owed under **SPECIAL EQUIPMENT COVERAGE** for direct and accidental **loss** to **special equipment** damaged or stolen in any one **accident** or theft is the lower of: (i) the limit shown on the **Declarations** for this coverage, (ii) the declared cost set forth in the Special Equipment Schedule, or (iii) the cost to repair. **Our** payment will be reduced by any applicable deductible shown on the **Declarations**.

PART E - INSURED'S DUTIES UNDER POLICY

1. Even if **you** are not at fault, call **us** at 1-800-880-0472 to report the **loss** as soon as **you** can after any **accident** involving **you** or any **person** who may seek coverage under this policy. **You** must keep **us** informed of **your** most current mailing address and telephone number so **we** can communicate with **you**. **You** must provide **us** immediate notice if (i) any **resident relative** or **household member** turns 16 years of age, (ii) any **person** over the age of 14 who did not reside with the **named insured** on the date of inception for this policy moves into the **named insured's** household, or (iii) any **resident relative** or **household member** obtains a driver's license after the policy was issued.
2. **We** have no duty to provide coverage under this policy unless and until any **person** seeking coverage fully complies with all the following duties:
 - A. Call **us** as soon as possible after an **accident** to report the **loss** and must provide **us** with the names and addresses of any witnesses to the **accident** and any **persons** known to have suffered **bodily injury** or **property damage** because of the **accident**. The **person** must call even if the **person** does not believe they are responsible for the **accident**.
 - B. Keep **us** informed of any changes to their address or telephone number within three working days of any change.
 - C. Cooperate with **us** in the investigation, settlement, and defense of any claim or suit. Such cooperation includes but is not limited to:
 - i. Communicate with any attorney **we** appoint to defend that **person**.
 - ii. Cooperate with defense counsel and follow directives concerning the defense of the claim.
 - iii. Attend scheduled depositions, hearings and trials.
 - iv. Secure and give evidence, including, but not limited to, contact information for any witness.
 - v. Complete documents required in litigation.
 - D. Promptly notify **us** every time that **person** receives any notice or communication from an attorney, claimant, or court concerning any **loss** or claim for which that **person** may be seeking coverage. If such notice is in written form the **person** seeking coverage must also send **us** copies of such notice.

- E. Submit, as often as **we** reasonably require:
 - i. To physical and mental exams by physicians **we** select and pay for; and
 - ii. To interviews and statements recorded by audio and/or video, including examinations under oath, which **we** may conduct outside the presence of any **person** other than an attorney representing the **person** seeking coverage, when that attorney has provided written confirmation of representation of the **person** seeking coverage.
- F. Authorize **us** to obtain the following:
 - i. Medical reports.
 - ii. Other pertinent records.
- G. Submit a written proof of **loss** under oath when required by **us**.
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.
4. A **person** seeking **PHYSICAL DAMAGE COVERAGE** must also:
 - A. Take reasonable steps after **loss** to protect any **car** to which coverage applies and its equipment from further **loss**.
 - B. Notify the police within twenty-four (24) hours if any **car** to which this coverage applies is stolen or vandalized.
 - C. Permit **us** to inspect and appraise the damaged property before its repair or disposal.
5. Except as may be required under a state **compulsory insurance law**, we have no duty to provide coverage if the failure of any **person** seeking coverage to cooperate or failure to comply with that **person's** duties prejudices **us** in **our** ability to defend or compromises any claim under the policy.

PART F - STANDARD POLICY TERMS APPLICABLE TO ALL COVERAGE PARTS

Bankruptcy

Bankruptcy or insolvency of an **insured person** shall not relieve **us** of any obligations under this policy. In case of execution of a judgment against an **insured person** is returned unsatisfied solely because of the insolvency or bankruptcy of an **insured person** in an action brought by an injured **person** or his/her personal representative, then an action may be maintained by the injured **person** or his or her personal representative against **us** under the terms of the policy for the amount of the judgment in the action not exceeding the amount of the liability limits set forth in the **Declarations**. Notwithstanding this provision, **we** reserve all rights **we** have under the policy and the laws of the state in

which the judgment was entered to challenge the judgment, damages, reasonableness of the judgment, and its amount.

Changes, Communication and Authority of Named Insureds and Spouses

1. This policy contains all the agreements between the **named insured** and **us**. Its terms may not be changed or waived except by a written endorsement issued by **us**.
2. With respect to the premium for this policy, unless as otherwise provided by an alternative payment plan in effect with **us**, the premium is due and payable in full on or before the first day of the policy period shown on the most recently issued **Declarations** or renewal notice.
3. The premium for this policy may vary based upon the purchase of other insurance from **us**.
4. **We** developed the premium for the policy based upon the information provided to **us** in the application for coverage and other sources. **You** must inform **us** if the information **you** provided, or any other information used to determine premium is incorrect, incomplete, or changes during the policy period. If **we** learn that the information provided may have changed or was incorrect, **we** may or may not contact **you** before changing **your** policy to reflect the different information. The policy changes may result in a premium increase that generates an immediate amount due and higher future payments. **You** must answer **our** questions regarding information used to calculate **your** premium when **we** ask. If **you** do not answer **our** questions when **we** ask, then **we** have the right to increase or decrease **your** premium based on the information **we** have. It is critical that **you** read all communications **we** send **you** and contact **us** immediately if **you** have any questions or object to any changes. Changes may be effective as early as the date the policy first became effective, even if it is a prior term, and shall apply to all renewals, reinstatements, or rewrites of the policy. **Our** endorsement of the policy to correct information provided in the application for insurance shall not be a waiver of any rights **we** may have at law, in equity or under this policy to cancel, reform or rescind this policy. If **we** increase **your** premium during the policy period, then **you** must pay the amount of the increase.
5. **We** have the option, but not the obligation, to unilaterally modify the mailing address on **your** policy for the purposes of enhancing processing and mail delivery and reducing undeliverable mail to reflect:
 - A. Standardized address formats recognized by the United States Postal Service. This includes, but is not limited to, (i) modifying the city, zip code, or both, to reflect the United States Postal Service city and zip code for the street address provided and (iii) modifying a street name or number to reflect the zip code provided.
 - B. An address change associated with any **person** listed on the **Declarations** obtained through a source

recognized by the United States Postal Service, including, but not limited to the National Change of Address System and Address Change or similar service. **We** have the option, but not the obligation, to assume that the **named insured's** mailing address should change if the United States Postal Service or such other entities notify **us** of a change of address even if the **named insured** did not complete the change of address form. **We** never have the obligation to change the **named insured's** mailing address unless **we** received a written request directly from the **named insured**. Notice from the United States Postal Service, National Change of Address, or any other service providing address change information does not constitute notice directly from the **named insured**.

- C. Information obtained during the underwriting or servicing of **your** policy or investigation and handling of any claim.
6. Any **named insured** and **spouse** has the right to act on behalf of all **named insureds** and **we** have the right to rely on instructions from any **named insured** or **spouse** regarding policy changes, renewals, cancellations, or reinstatements. **We** also have the right, but not the obligation, to require written consent to any change, renewal, cancellation, or reinstatement from all **named insureds**.
7. Notice by **us** to any **named insured** shown on the **Declarations**, including, but not limited to, notice of cancellation and non-renewal, shall be considered notice to all **named insureds** and all other parties entitled to notice under this policy and any applicable law.
8. **We** have the right to refuse any requests to add **cars, motor vehicles, rated drivers, excluded drivers**, address changes, and any other endorsement to a policy.

Fraud, Misrepresentations and Omissions

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.

3. If **we** are restricted from exercising **our** full rights under paragraphs 1 and 2 above because of a **compulsory insurance law**, then **we** will only pay those benefits and limits required by such law to the extent no other insurance satisfies the requirements of such law, and **you** and any **person** seeking coverage under this policy shall repay **us** for any payments or costs that **we** would have made if such law did not restrict **our** rights. Costs include, but are not limited to, attorney fees, settlement payments, investigation fees and reports, postage, copying charges, deposition fees, mileage, and fees for experts.

Legal Action Against Us

1. No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under **LIABILITY COVERAGE**, no legal action may be brought against **us** until the amount of that obligation has been finally determined by a judgment after an actual trial and any applicable appeal, if any, or by agreement between a **person** seeking coverage under this policy, an injured **person** and **us**.
2. No **person** or organization has any right under this policy to bring **us** into any action to determine the liability of an **insured** or any other **person** who might seek liability coverage under this policy.

Subrogation and Our Right to Recover Payment

1. If **we** make a payment under this policy and the **person** to (or for) whom payment was made has a right to recover damages from another **we** shall be subrogated to that right. That **person** shall do all of the following:
 - A. Do whatever is necessary to enable **us** to exercise **our** rights.
 - B. Do nothing after loss to prejudice **our** rights.
 - C. Hold in trust for **us** such rights of recovery.
 - D. Do whatever is necessary to secure these rights.
 - E. Execute and deliver to **us** any instruments and papers as may be appropriate to secure that **person's** and **our** rights.

However, **our** rights in paragraph 1 do not apply to payments made under **PHYSICAL DAMAGE COVERAGE**, against any **person** using a **car** with **your** consent to do so, so long as that **person** does not go outside the scope of that consent.

2. If **we** make a payment under this policy because a **compulsory insurance law** requires, **we** do so notwithstanding the language of this policy or **our** right to rescind or void coverage, then **we** reserve the right to seek recovery for such payment from any **person** or **persons** responsible for the **accident** involved with the payment.
3. If **we** make a payment under this policy and the **person** to (or for) whom payment is made recovers damages from another:

- A. That **person** shall hold in trust for **us** the proceeds of the recovery; and
- B. That **person** shall reimburse **us** to the extent of **our** payment.

Policy Period and Territory

1. This policy applies only to accidents and **losses** that occur:
 - A. During the policy period shown on the **Declarations**, unless the policy period is terminated sooner pursuant to the **TERMINATION** provision, below; and
 - B. Within the policy territory.
2. The policy territory is:
 - A. The United States of America, its territories or possessions; and
 - B. Canada
3. If the policy period is less than six (6) months, then the **named insured** purchased a policy whose expiration date is determined by the amount of premium paid. The length of the policy term will be the number of calendar days that the payment covers based on the per day premium cost of the policy. Payment of an amount less than the renewal premium applicable on the date **we** renew the policy will result in a pro-rated policy period. The amount **you** owe may be greater than the amount set forth in **our** renewal offer if the rating information considered at the time **we** offered to renew the policy is different than the rating information at the time of the renewal, which will result in a shorter policy period than quoted.

Termination

Nothing contained in this Termination section shall affect **our** right to rescind, reform, or otherwise cancel this policy or any coverage part thereof, except as may be restricted under the laws of the state where this policy was issued. The exercise of **our** right of cancellation shall not constitute a waiver of any right **we** may have to rescind or reform this policy or any coverage part therein.

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.
 - 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** that **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 thirty (30) 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.

3. Automatic Termination

- A. This policy will automatically terminate at the end of the policy period. **We** will offer to renew **your** policy if the laws of the state where **we** issued this policy require **us** to do so. However, **our** failure to offer to renew **your** policy, even if required by applicable state law, will not cause it to continue beyond the end of the policy period. **We** may, at **our** option, offer to renew **your** policy if the laws of the state where **we** issued this policy do not prohibit **us** to do

so. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer to renew.

- B. If **you** obtain other insurance on **your car**, any similar insurance provided by this policy will terminate as to that **car** on the effective date of the other insurance.
 - C. If **your car** is sold or **interest** is transferred to someone other than **you** or a **resident relative**, any insurance provided by this policy will terminate as to that **car** on the effective date of the sale or transfer.
- ## 4. Acceptance of Late Premium Payments
- A. **We** may accept late premium payments but reserve the right to reject such payments. **Your** late payment, even if **we** elect to accept it, may result in a gap in coverage or the issuance of a replacement policy, or both. All coverage elections, rejections, driver exclusions, or other policy terms, including the representations **you** made in the procurement of **your** policy shall apply to any resulting reinstated, rewritten, renewal or replacement policy.
- ## 5. Other Billing and Termination Provisions
- A. All billing, cancellation, and non-renewal notices shall be sent by United States Postal Service first class mail. Such notice will be sent using Intelligent Mail barcode (IMb) method, or other mail tracking method used, approved, or accepted by the United States Postal Service only if required by the laws of the state of the garaging location listed on the first **Declarations we** issued. By accepting the terms of this policy, the **named insured** consents to notice delivered through **our** authorized pre-sort vendor and delivery on the date of delivery recorded by that vendor or by the United States Postal Notices to the **named insured** at the address shown on the **Declarations** even if the address of the **Declarations** was amended without **your** approval to reflect what **we** believed was **your** most current address.
 - B. **We** may deliver any notice by hand or commercial courier service instead of mailing it through the United States Postal Service.
 - C. Evidence that any billing, cancellation, or non-renewal notice was mailed per paragraph 5.A. or 5.B. shall be sufficient proof of notice. Unless otherwise required by law, **our** affidavit regarding compliance with **our** mailing process and procedure shall be sufficient proof of mailing.
 - D. Any notice of billing, cancellation, or non-renewal shall be deemed delivered upon deposit of such notice by **us** or **our** agent with the USPS, hand delivery, or commercial courier service, and any required notice periods shall commence upon such deposit.
 - E. If notice of billing, cancellation, or non-renewal is returned to **us** as undeliverable, **we** shall have no obligation or duty to send any additional notice. If this policy is cancelled, **you** may be entitled to a

premium credit. Making or offering a credit is not a condition of cancellation. If **we** cancel **your** policy without a request by **you**, **we** will apply a credit in an amount equal to the pro-rata unearned portion of the policy premium. If **we** cancel **your** policy at **your** request, **we** will apply a credit in an amount equal to ninety percent (90%) of the daily pro-rata unearned portion of the policy premium. **We** will apply credits, if any, from the cancellation of **your** policy to **your** unpaid premium balance and will then mail any balance to the address shown on the last **Declarations we** issued. All credits will be subject to the minimum earned premium for the policy. Any balance **we** owe to **you** will not be delivered with the cancellation notice. It will be delivered within a reasonable time after cancellation takes effect, allowing for sufficient time for **your** and **our** financial institutions to process all payments **you** made and for **us** to process the credit. No coverage will extend during the period after the cancellation effective date and **your** receipt of any balance **we** may owe **you**. Refunds in an amount of \$5.00 or less will not be issued unless requested by the **named insured**.

If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. This premium refund, if any, will be computed according to **our** manuals. If **we** cancel, refunds are computed pro-rata. If **you** cancel, refunds are computed pro-rata with consideration for a minimum earned premium. However, making or offering to make the refund is not a condition of cancellation.

- F. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 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.

Transfer of Your Interest in This Policy

- 1. **Your** rights and duties under this policy may not be assigned without **our** written consent. However, if a **named insured** shown on the **Declarations** dies, coverage will be provided for either:
 - A. The **named insured's** surviving **spouse** if such **spouse** resided with the **named insured** immediately before the death of the **named insured**. Coverage applies to the **spouse** as if the **spouse** were the **named insured** shown in the **Declarations**.
 - B. A duly appointed legal representative of the deceased **named insured's** estate, as if the legal representative were the **named insured** shown on the **Declarations**. This applies only with respect to

the representative's legal responsibility to maintain or use an **insured car**.

- 2. Coverage will only be provided until the end of the policy period. No renewal or coverage change may be made by such legal representative or **spouse** in the name of a deceased **named insured**.

Dishonored Checks, Payments or Transactions

- 1. If **your** initial premium payment, renewal payment, replacement policy payment, or payment to reinstate **your** policy is by check, draft, electronic funds transfer, credit card, debit card, or similar form of remittance, then coverage under this policy is conditioned on payment to **us** by the financial institution.
 - A. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, and the dishonored payment was:
 - i. An initial premium payment or initial payment on a replacement policy, then this policy may, at **our** option, be deemed void from its inception. This means **we** will not be liable for any claims or damages that would otherwise be covered by this policy if the check, draft, electronic funds transfer, credit card, debit card, or similar form of remittance has been honored.
 - ii. A payment to reinstate **your** policy, then **your** policy will terminate on the date and time shown on the prior cancellation notice. Any notice **we** issued that reinstated coverage is then void. **We** will not be liable under this policy for claims or damages after the date and time indicated on the prior cancellation notice.
 - iii. A renewal payment, then **your** policy will terminate at on the date and time of the expiration of the proceeding policy term as shown on the renewal notice as it would have if no renewal payment had been made. Any notice **we** issued that renewed coverage is then void. **We** will not be liable under this policy for claims or damages after the date and time of the expiration of the proceeding term as noticed on the prior renewal notice.
 - B. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void, terminate, or cancel this policy.
 - C. **We** shall have no obligation to provide **you** with the notice outlined in the Cancellation portion of the Termination section of this policy if **we** void or otherwise terminate this policy in response to the dishonored payment.
- 2. **We** may elect to give **you** an opportunity to correct any default in **your** obligation to pay premiums associated with dishonored checks or transactions. Any such opportunity will only be provided at **our** sole discretion and will be delivered to **you** in writing. Failure to receive

notice of such opportunity shall mean **we** have elected not to extend it to **you**.

3. **We** will attempt to collect any dishonored checks or transaction to cover any premium that may be due to any coverage **we** may be obligated to provide. These efforts to collect a dishonored check or transaction, even if successful, will not cause **your** coverage to extend beyond the termination date and time set forth in the notice. The cancellation or rescission will remain in effect even if **we** ultimately collect or **you** replace the dishonored check or transaction. **We** will refund to **you** any remaining balance after all premiums and fees due have been paid.
4. Exercising **our** right to cancel **your** policy instead of rescinding it shall not constitute an agreement to make such an election or provide notice of cancellation in the future.
5. **We** also reserve the right to pursue all efforts to collect the maximum amount of any fees (including attorney fees) which **we** are permitted by law to charge and collect because of **your** dishonored check(s) or transaction(s). **Our** efforts to collect these fees, even if successful, will not (i) cause **your** coverage to extend beyond the cancellation date and time set forth in the notice of cancellation if **we** cancelled **your** policy or (ii) cause any coverage to be available under **your** policy if **we** voided **your** policy.

Delivery Rules

The following rules govern when a payment is considered delivered to **us**:

1. A mailed payment is considered delivered to **us** on the earlier of the following:
 - A. The United States Postal Service postmark date on the envelope containing payment if the postmark date is before the due date, cancellation effective date, or expiration date.
 - B. The day after the United States Postal Service postmark date on the envelope containing payment if the postmark date is on or after the due date, cancellation effective date, or expiration date.
 - C. The day **we** physically receive the payment in **our** office if the envelope containing payment is metered, not postmarked, or the postmark is not legible.
2. If **you** deliver a payment in **person** to **us** or to the licensed insurance producer show on the **Declarations** authorized to receive payments on **our** behalf and receive a receipt, then **your** payment is considered delivered to **us** on the earlier of either:
 - A. The date and time on the receipt if **you** receive a timed and dated receipt.
 - B. 12:01 a.m. the day after the date on the receipt if **you** receive a receipt without both a date and time.

3. **We** will notify **you** if **we** revoke the authority of the licensed insurance producer shown on the **Declarations** to receive payments on **our** behalf.
4. If **you** deliver **your** check, credit card or debit card at **our** approved internet site or **our** toll-free telephone number, then **your** payment will be considered delivered to **us** on the date and time **our** records reflect that **we** processed **your** payment.
5. In all other circumstances, including but not limited to instances **you** use a payment agent or bill-paying service, **your** payment will be considered delivered to **us** at 12:01 a.m. on the day after **your** payment is collected and processed by **us**.

Mailing and Electronic Delivery of Notices

If the **named insured** or **spouse** consents to delivery of notices by electronic means, delivery by **us** of any notice to the **named insured** or **spouse** at the electronic mail address provided to **us** shall be considered equivalent to any delivery method required under applicable law. This includes delivery by first class mail, first class mail-postage prepaid, certified mail, certificate of mail, or certificate of mailing. This provision shall not apply if the **named insured** or **spouse** has provided **us** with a withdrawal of such consent.

Financial Responsibility Disclaimer

At **your** request or as required by state law, **we** may assist **you** in satisfying **your** obligation to provide proof of financial responsibility to a state by making certain electronic or paper filings with that state's regulatory authority. **You** acknowledge that the obligation to file and/or maintain proof of financial responsibility is **your** sole obligation and cannot be assigned or delegated. **Your** further acknowledge that the responsibility to know whether a filing is made and to maintain such filing is **your** sole responsibility. The notification process to a state regulatory authority of issuance or termination of **your** insurance is subject to electronic and/or human error. The consequences that can result from an error in the state's records can be severe and can include but are not limited to: (1) suspension of **your** license, (ii) imposition of fines and penalties, and (iii) incarceration.

Depending on the nature of the filing **we** make, **we** have charged no fee or a nominal fee to assist **you** in satisfying **your** obligation. In the even **your** financial responsibility filing is not filed, is filed incorrectly or is filed with a state other than the one **you** are obligated to report to, **we** do not assume any liability for such failure in excess of the fee **we** charged to make such filing, if any, even if such failure is through **our** fault or any agent, employee or producer.

Choice of Law

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.

LOSS PAYABLE DEDUCTIBLE PROVISION

If **we** are asked to pay the loss payee, **we** will apply a deductible shown in the **Declarations** for the **interest** of the loss payee, only not to exceed \$500 for Part D coverage for damage to **your car**.

This loss payee deductible provision is extended, provided that when a **loss** occurs, the loss payee can show:

1. The **named insured** has defaulted in payment; and
2. The loss payee has made all reasonable efforts to collect overdue payments and, failing to do so, has repossessed the vehicle shown in the **Declarations**; and
3. The **interest** of the loss payee has become impaired.

Nothing in this provision changes the amount of the deductible in the **Declarations** for **interest** of the **named insured**.

Mexico Warning

Unless **you** have **car** insurance written by a Mexican insurance company, **you** may spend many hours or days in jail, if **you** have an **accident** in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of **your car**.

In Witness whereof, the Company has caused this policy to be executed and attested by a duly authorized representative of the Company.



Secretary



President