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OKLAHOMA AUTO POLICY

INSURING AGREEMENT

In return for your payment of the premium, we agree to insure you subject to all the terms, conditions, and limitations of this policy. We will insure you for the coverages and the limits of liability shown on this policy’s declarations page. Your policy consists of the policy contract, your insurance application, the declarations page, and all endorsements to this policy.

GENERAL DEFINITIONS

The following definitions apply throughout the policy. Defined terms are printed in boldface type and have the same meaning whether in the singular, plural, or any other form.

1. “Additional auto” means an auto you become the owner of during the policy period that does not permanently replace an auto shown on the declarations page if:
   a. we insure all other autos you own;
   b. the additional auto is not covered by any other insurance policy;
   c. you notify us within 30 days of becoming the owner of the additional auto; and
   d. you pay any additional premium due.
   An additional auto will have the broadest coverage we provide for any auto shown on the declarations page. If you ask us to insure an additional auto more than 30 days after you become the owner, any coverage we provide will begin at the time you request coverage.

2. “Auto” means a land motor vehicle:
   a. of the private passenger, pickup body, or cargo van type;
   b. designed for operation principally upon public roads;
   c. with at least four wheels; and
   d. with a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer’s specifications.

   However, “auto” does not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area.

3. “Auto business” means the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles.

4. “Bodily injury” means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.

5. “Covered auto” means:
   a. any auto or trailer shown on the declarations page for the coverages applicable to that auto or trailer;
   b. any additional auto;
   c. any replacement auto; or
   d. a trailer owned by you.

6. “Declarations page” means the document showing your coverages, limits of
liability, **covered autos**, premium, and other policy-related information. The **declarations page** may also be referred to as the Auto Insurance Coverage Summary.

7. “**Occupying**” means in, on, entering, or exiting.

8. “**Property damage**” means physical damage to, destruction of, or loss of use of, tangible property.

9. “**Relative**” means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, and includes a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will qualify as a **relative** if they intend to continue to reside in **your** household.

10. “**Replacement auto**” means an **auto** that permanently replaces an **auto** shown on the **declarations page**. A **replacement auto** will have the same coverage as the **auto** it replaces if the **replacement auto** is not covered by any other insurance policy. However, if the **auto** being replaced had coverage under Part IV - Damage To A Vehicle, such coverage will apply to the **replacement auto** only during the first 30 days after **you** become the owner unless **you** notify **us** within that 30-day period that **you** want **us** to extend coverage beyond the initial 30 days. If the **auto** being replaced did not have coverage under Part IV - Damage To A Vehicle, such coverage may be added, but the **replacement auto** will have no coverage under Part IV until **you** notify **us** of the **replacement auto** and ask **us** to add the coverage.

11. “**Trailer**” means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by an **auto** and not being used:
   a. for commercial purposes;
   b. as an office, store, or for display purposes; or
   c. as a passenger conveyance.

12. “**We**”, “**us**”, and “**our**” mean the underwriting company providing the insurance, as shown on the **declarations page**.

13. “**You**” and “**your**” mean:
   a. a person shown as a named insured on the **declarations page**; and
   b. the spouse of a named insured if residing in the same household at the time of the loss.

**PART I - LIABILITY TO OTHERS**

**INSURING AGREEMENT**

If **you** pay the premium for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an accident.

Damages include prejudgment interest awarded against an **insured person**.

**We** will settle or defend, at **our** option, any claim for damages covered by this Part I.
ADDITIONAL DEFINITION

When used in this Part I:

“Insured person” means:

a. **you** or a relative with respect to an accident arising out of the ownership, maintenance, or use of an **auto** or **trailer**;

b. any person with respect to an accident arising out of that person’s use of a **covered auto** with the permission of **you** or a relative;

c. any person or organization with respect only to vicarious liability for the acts or omissions of a person described in a or b above; and

d. any Additional Interest shown on the **declarations page** with respect only to its liability for the acts or omissions of a person described in a or b above.

ADDITIONAL PAYMENTS

In addition to our limit of liability, we will pay for an **insured person**:

1. all expenses we incur in the settlement of any claim or defense of any lawsuit;

2. interest accruing after entry of judgment, until we have paid, offered to pay, or deposited in court, that portion of the judgment which does not exceed our limit of liability. This does not apply if we have not been given notice of suit or the opportunity to defend an **insured person**;

3. the premium on any appeal bond or attachment bond required in any lawsuit we defend. We have no duty to purchase a bond in an amount exceeding our limit of liability, and we have no duty to apply for or furnish these bonds;

4. up to $250 for a bail bond required because of an accident resulting in **bodily injury** or **property damage** covered under this Part I. We have no duty to apply for or furnish this bond; and

5. reasonable expenses, including loss of earnings up to $200 per day, incurred at our request.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including our duty to defend, will not apply to any **insured person** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any vehicle or trailer while being used to carry persons or property for compensation or a fee, including, but not limited to, pickup or delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools;

2. any liability assumed under any contract or agreement by **you** or a relative;

3. **bodily injury** to an employee of that **insured person** arising out of or within the course of employment. This exclusion does not apply to domestic employees if benefits are neither paid nor required to be provided under workers’ compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an accident involving any vehicle while being maintained or used by a person while employed or engaged in any **auto business**. This exclusion:
   a. does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered auto**; and
   b. shall apply only to the damages that are in excess of the minimum limits of liability required by Title 47, Section 7-204 of the Oklahoma Statutes Annotated, as amended;
5. **bodily injury** or **property damage** resulting from, or sustained during practice or preparation for:
   a. any pre-arranged or organized racing, stunting, speed, or demolition contest or activity; or
   b. any driving activity conducted on a permanent or temporary racetrack or racecourse;
6. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance:
   a. is afforded under a nuclear energy liability insurance contract; or
   b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury** or **property damage** caused by an intentional act of that **insured person**, or at the direction of that **insured person**, even if the actual injury or damage is different than that which was intended or expected;
10. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of that **insured person**. This exclusion does not apply to a rented residence or a rented garage;
11. **bodily injury** to **you** or a **relative**. This exclusion shall apply only to the damages that are in excess of the minimum limits of liability required by Title 47, Section 7-204 of the Oklahoma Statutes Annotated, as amended;
12. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered auto** for which this coverage has been purchased;
13. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any vehicle owned by a **relative** or furnished or available for the regular use of a **relative**, other than a **covered auto** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;
14. **bodily injury** or **property damage** arising out of **your** or a **relative’s** use of a vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
15. **bodily injury** or **property damage** arising out of the use of a **covered auto** while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of a **covered auto** by **you** or a **relative**;
16. punitive or exemplary damages;
17. **bodily injury** or **property damage** caused by, or reasonably expected to result from, a criminal act or omission of that **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations; or

18. any cost incurred with respect to any vehicle or trailer owned by you or a relative for:
   a. removal of the vehicle or trailer from the scene of an accident;
   b. storage of the vehicle or trailer following an accident; or
   c. removal of glass or other injurious substance from the scene of an accident.

**LIMITS OF LIABILITY**

The limit of liability shown on the **declarations page** for liability coverage is the most we will pay regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

1. the amount shown for “each person” is the most we will pay for all damages due to **bodily injury** to one person resulting from any one accident;
2. subject to the “each person” limit, the amount shown for “each accident” is the most we will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. the amount shown for “property damage” is the most we will pay for the total of all **property damage** resulting from any one accident.

The “each person” limit of liability applies to the total of all claims made for **bodily injury** to a person and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that “combined single limit” or “CSL” applies, the amount shown is the most we will pay for the total of all damages resulting from any one accident. However, without changing this limit of liability, we will comply with any law that requires us to provide any separate limits.

No one is entitled to duplicate payments for the same elements of damages.
Any amount payable to a person under this Part I will be reduced, to the extent permitted by law, by any payment to that person under Part III - Uninsured Motorist Coverage.

If multiple auto policies issued by us are in effect for you, we will pay no more than the highest limit of liability for this coverage available under any one policy.

An auto and attached trailer are considered one auto. Therefore, the limits of liability will not be increased for an accident involving an auto that has an attached trailer.

FINANCIAL RESPONSIBILITY LAWS

When we certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required.

OTHER INSURANCE

If there is any other applicable liability insurance or bond, we will pay only our share of the damages. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle or trailer, other than a covered auto, will be excess over any other collectible insurance, self-insurance, or bond.

OUT-OF-STATE COVERAGE

If an accident to which this Part I applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada, other than the one in which a covered auto is principally garaged, and the state, province, territory, or possession has:

1. a financial responsibility or similar law requiring limits of liability for bodily injury or property damage higher than the limits shown on the declarations page, this policy will provide the higher limits; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses an auto in that state, province, territory, or possession, this policy will provide the greater of:
   a. the required minimum amounts and types of coverage; or
   b. the limits of liability under this policy.

COMPLIANCE WITH COMPULSORY INSURANCE LAW

Liability insurance is provided in this policy in accordance with the coverage required by the Compulsory Insurance Law of Oklahoma.
PART II - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay the reasonable expenses incurred for necessary **medical services** received within three years from the date of a **motor vehicle** accident because of **bodily injury**:  
1. sustained by an **insured person**; and  
2. caused by that **motor vehicle** accident.

**We**, or someone on our behalf, will determine:  
1. whether the expenses for **medical services** are reasonable; and  
2. whether the **medical services** are necessary.

ADDITIONAL DEFINITIONS

When used in this Part II:  
1. “**Insured person**” means:  
   a. **you** or a **relative**:  
      (i) while **occupying** an **auto**; or  
      (ii) when struck by a **motor vehicle** or a trailer while not **occupying** a self-propelled motorized vehicle; and  
   b. any other person while **occupying** a **covered auto** with the permission of **you** or a **relative**.  
2. “**Medical services**” means medical, surgical, dental, x-ray, ambulance, hospital, professional nursing, and funeral services, and includes the cost of eyeglasses, hearing aids, pharmaceuticals, orthopedics and prosthetic devices.  
3. “**Motor vehicle**” means a land motor vehicle designed for use principally on public roads.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

Coverage under this Part II will not apply to **bodily injury**:  
1. sustained by any person while **occupying** a **covered auto** while it is being used to carry persons or property for compensation or a fee, including, but not limited to, pickup or delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools;  
2. arising out of an accident involving a vehicle while being maintained or used by a person while employed or engaged in any **auto business**. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered auto**;  
3. to any person resulting from, or sustained during practice or preparation for:  
   a. any pre-arranged or organized racing, stunting, speed, or demolition contest or activity; or
b. any driving activity conducted on a permanent or temporary racetrack or racecourse;
4. due to a nuclear reaction or radiation;
5. for which insurance:
   a. is afforded under a nuclear energy liability insurance contract; or
   b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
6. for which the United States Government is liable under the Federal Tort Claims Act;
7. sustained by any person while occupying any vehicle or trailer while located for use as a residence or premises;
8. if workers’ compensation benefits are available for the bodily injury;
9. sustained by any person while occupying or when struck by any vehicle owned by you or furnished or available for your regular use, other than a covered auto for which this coverage has been purchased;
10. sustained by any person while occupying or when struck by any vehicle owned by a relative or furnished or available for the regular use of a relative, other than a covered auto for which this coverage has been purchased. This exclusion does not apply to you;
11. to you or a relative while occupying any vehicle, other than a covered auto, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
12. to any person while occupying a covered auto while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of a covered auto by you or a relative;
13. caused directly or indirectly by:
   a. war (declared or undeclared) or civil war;
   b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
   c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
14. caused directly or indirectly by:
   a. any accidental or intentional discharge, dispersal, or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
   b. any intentional discharge, dispersal, or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
15. caused by, or reasonably expected to result from, a criminal act or omission of an insured person. This exclusion applies regardless of whether the insured person is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

The limit of liability shown on the declarations page for Medical Payments Coverage is the most we will pay for each insured person injured in any one accident,
regardless of the number of:
1. claims made;
2. covered autos;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

No one other than you or a relative will be entitled to duplicate payments under this policy for the same elements of damages.

Any amounts payable under this Part II to an insured person, other than you or a relative, will be reduced by any amounts paid for the same expense under Part I - Liability To Others or Part III - Uninsured Motorist Coverage.

If multiple auto policies issued by us are in effect for you, we will pay no more than the highest limit of liability for this coverage available under any one policy.

**UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES**

If an insured person incurs expenses for medical services that we deem to be unreasonable or unnecessary, we may refuse to pay for those expenses and contest them.

If the medical service provider sues the insured person because we refuse to pay expenses for medical services that we deem to be unreasonable or unnecessary, we will pay any resulting defense costs, and any resulting judgment against the insured person, subject to the limit of liability for this coverage. We will choose the counsel. We will also pay reasonable expenses, including loss of earnings up to $200 per day, incurred at our request.

The insured person may not sue us for expenses for medical services we deem to be unreasonable or unnecessary unless the insured person paid the entire disputed amount to the medical service provider or the medical service provider has initiated collection activity against the insured person for the unreasonable or unnecessary expenses.

**OTHER INSURANCE**

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for an insured person occupying a vehicle or trailer, other than a covered auto, will be excess over any other auto insurance providing payments for medical services.
PART III - UNINSURED MOTORIST COVERAGE

INSURING AGREEMENT

If you pay the premium for this coverage, we will pay for damages that an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury:
1. sustained by an insured person;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an uninsured motor vehicle.

An insured person must send to us, by certified mail, written notice of any settlement offer made by the owner or operator of an uninsured motor vehicle, or that person’s liability insurer. The notice must include:
1. written documentation of all economic damages incurred, including copies of all medical bills; and
2. written authorization, or a court order, to obtain reports from all employers and medical providers.

Within 60 days of our receipt of the notice, we may, in order to preserve our right of recovery, substitute our payment to the insured person for the offered settlement amount. If we do this, the insured person must assign to us all rights to any amount subsequently paid from all applicable liability bonds, policies and securities up to the amount of our payment.

Any lawsuit against us for benefits under this Part III must be commenced prior to the expiration of the bodily injury statute of limitations in the state in which the accident occurred.

Any judgment or settlement for damages against an owner or operator of an uninsured motor vehicle that arises out of a lawsuit brought without our written consent is not binding on us.

ADDITIONAL DEFINITIONS

When used in this Part III:
1. “Insured person” means:
   a. you or a relative;
   b. any person while operating a covered auto with the permission of you or a relative;
   c. any person occupying, but not operating, a covered auto; and
   d. any person who is entitled to recover damages covered by this Part III because of bodily injury sustained by a person described in a, b, or c above.
2. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:
   a. to which no bodily injury liability bond or policy applies at the time of the accident;
b. to which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
   (i) denies coverage; or
   (ii) is or becomes insolvent within one year of the date of the accident;

c. that is a hit-and-run vehicle whose owner or operator cannot be identified and which causes an accident resulting in bodily injury to an insured person, provided that the insured person, or someone on his or her behalf, reports the accident to the police or civil authority within 24 hours or as soon as practicable after the accident; or

d. to which a bodily injury liability bond or policy applies at the time of the accident, but the sum of all applicable limits of liability for bodily injury is less than the insured person’s damages.

An “uninsured motor vehicle” does not include any vehicle or equipment:

a. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent;

b. operated on rails or crawler treads;

c. designed mainly for use off public roads, while not on public roads; or

d. while located for use as a residence or premises.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

Coverage under this Part III will not apply:

1. to bodily injury sustained by any person while using or occupying:
   a. a covered auto while being used to carry persons or property for compensation or a fee, including, but not limited to, pickup or delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools; or
   b. a motor vehicle that is owned by or available for the regular use of you or a relative. This exclusion does not apply to a covered auto that is insured under this Part III;

2. to bodily injury sustained by you or a relative while using any vehicle, other than a covered auto, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;

3. directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
   a. workers’ compensation law; or
   b. disability benefits law;

4. to any punitive or exemplary damages; or

5. to bodily injury sustained by any person if that person or the legal representative of that person settles without our written consent.
LIMITS OF LIABILITY

The limit of liability shown on the declarations page for Uninsured Motorist Coverage is the most we will pay regardless of the number of:

1. claims made;
2. covered autos;
3. insured persons;
4. lawsuits brought; or
5. vehicles involved in the accident.

If your declarations page shows a split limit:

1. the amount shown for “each person” is the most we will pay for all damages due to bodily injury to one person; and
2. subject to the “each person” limit, the amount shown for “each accident” is the most we will pay for all damages due to bodily injury sustained by two or more persons in any one accident.

The “each person” limit of liability includes the total of all claims made for bodily injury to an insured person and all claims of others derived from such bodily injury, including, but not limited to, emotional injury or mental anguish resulting from the bodily injury of another or from witnessing the bodily injury to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the declarations page shows that “combined single limit” or “CSL” applies, the amount shown is the most we will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, we will comply with any law that requires us to provide any separate limits.

In determining the amount of damages payable under this Part III, the amount of the damages which an insured person is entitled to recover will be reduced by all sums:

1. paid because of bodily injury by or on behalf of any persons or organizations that may be legally responsible; and
2. paid under Part I - Liability To Others.

If an insured person enters into a settlement agreement for an amount less than the sum of the limits of liability under all applicable bodily injury liability bonds or policies, our limit of liability for Uninsured Motorist Coverage shall not exceed the difference between the insured person’s damages and the sum of the applicable bodily injury liability limits.

We will not pay under this Part III any expenses paid or payable under Part II - Medical Payments Coverage to an insured person other than you or a relative.

No one other than you or a relative will be entitled to duplicate payments for the same elements of damages.
OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, we will pay only our share of the damages. Our share is the proportion that our limit of liability bears to the total of all available coverage limits. However, any insurance we provide with respect to a vehicle that is not a covered auto will be excess over any other uninsured or underinsured motorist coverage.

PART IV - DAMAGE TO A VEHICLE

INSURING AGREEMENT - COLLISION COVERAGE

If you pay the premium for this coverage, we will pay for sudden, direct, and accidental loss to a:

1. covered auto, including an attached trailer; or
2. non-owned auto;
and its custom parts or equipment, resulting from collision.

In addition, we will pay the reasonable cost to replace any child safety seat damaged in an accident to which this coverage applies.

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

If you pay the premium for this coverage, we will pay for sudden, direct, and accidental loss to a:

1. covered auto, including an attached trailer; or
2. non-owned auto;
and its custom parts or equipment, that is not caused by collision.

A loss not caused by collision includes:
1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny;
8. windstorm, hail, water, or flood; or
9. breakage of glass not caused by collision.

In addition, we will pay for:

1. reasonable transportation expenses incurred by you if a covered auto is stolen; and
2. loss of use damages that you are legally liable to pay if a non-owned auto is stolen.

A combined maximum of $900, not exceeding $30 per day, will apply to these
additional benefits. The additional benefit for transportation expenses will not apply if you purchased Rental Reimbursement Coverage for the stolen covered auto.

Coverage for transportation expenses and loss of use damages begins 48 hours after you report the theft to us and ends the earliest of:
1. when the auto has been recovered and returned to you or its owner;
2. when the auto has been recovered and repaired;
3. when the auto has been replaced; or
4. 72 hours after we make an offer to settle the loss if the auto is deemed by us to be a total loss.

We must receive written proof of transportation expenses and loss of use damages.

INSURING AGREEMENT - ADDITIONAL CUSTOM PARTS OR EQUIPMENT COVERAGE

We will pay for sudden, direct, and accidental loss to custom parts or equipment on a covered auto for which this coverage has been purchased. This coverage applies only if you have purchased both Comprehensive Coverage and Collision Coverage for that covered auto and the loss is covered under one of those coverages. This coverage applies in addition to any coverage automatically provided for custom parts or equipment under Comprehensive Coverage or Collision Coverage.

INSURING AGREEMENT - RENTAL REIMBURSEMENT COVERAGE

We will reimburse rental charges incurred when you rent an auto from a rental agency or auto repair shop due to a loss to a covered auto for which Rental Reimbursement Coverage has been purchased. This coverage applies only if you have purchased both Comprehensive Coverage and Collision Coverage for that covered auto and the loss is covered under one of those coverages.

Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

This coverage is limited to the each day limit shown on the declarations page for a maximum of 30 days.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses will apply.

Rental charges will be reimbursed beginning:
1. when the covered auto cannot be driven due to a loss; or
2. if the covered auto can be driven, when you deliver the covered auto to an auto repair shop or one of our Claims Service Centers for repairs due to the loss;
and ending the earliest of:
1. when the covered auto has been returned to you;
2. when the covered auto has been repaired;
3. when the covered auto has been replaced;
4. 72 hours after we make an offer to settle the loss if the covered auto is deemed by us to be a total loss; or
5. when you incur 30 days worth of rental charges.

You must provide us written proof of your rental charges to be reimbursed.

INSURING AGREEMENT - LOAN/LEASE PAYOFF COVERAGE

If you pay the premium for this coverage, and the covered auto for which this coverage was purchased is deemed by us to be a total loss, we will pay, in addition to any amounts otherwise payable under this Part IV, the difference between:
1. the actual cash value of the covered auto at the time of the total loss; and
2. any greater amount the owner of the covered auto is legally obligated to pay under a written loan or lease agreement to which the covered auto is subject at the time of the total loss, reduced by:
   a. unpaid finance charges or refunds due to the owner for such charges;
   b. excess mileage charges or charges for wear and tear;
   c. charges for extended warranties or refunds due to the owner for extended warranties;
   d. charges for credit insurance or refunds due to the owner for credit insurance;
   e. past due payments and charges for past due payments; and
   f. collection or repossession expenses.

However, our payment under this coverage shall not exceed the limit of liability shown on the declarations page. The limit of liability is a percentage of the actual cash value of the covered auto at the time of the loss.

This coverage applies only if you have purchased both Comprehensive Coverage and Collision Coverage for that covered auto and the loss is covered under one of those coverages.

ADDITIONAL DEFINITIONS

When used in this Part IV:
1. “Collision” means the upset of a vehicle or its impact with another vehicle or object.
2. “Custom parts or equipment” means equipment, devices, accessories, enhancements, and changes, other than those that are offered by the manufacturer specifically for that auto model, or that are installed by the auto dealership as part of the original sale of a new auto, that:
   a. are permanently installed or attached; and
   b. alter the appearance or performance of the auto.
3. “Mechanical parts” means operational parts on a vehicle that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as a whole. Mechanical parts do not include external crash parts, wheels, paint, or windshields and other glass.

4. “Non-owned auto” means an auto that is not owned by or furnished or available for the regular use of you or a relative while in the custody of or being operated by you or a relative with the permission of the owner of the auto or the person in lawful possession of the auto.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV will not apply for loss:

1. to any vehicle while being used to carry persons or property for compensation or a fee, including, but not limited to, pickup or delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools;

2. to a non-owned auto while being maintained or used by a person while employed or engaged in any auto business;

3. to any vehicle resulting from, or sustained during practice or preparation for:
   a. any pre-arranged or organized racing, stuntng, speed, or demolition contest or activity; or
   b. any driving activity conducted on a permanent or temporary racetrack or racecourse;

4. to any vehicle for which insurance:
   a. is afforded under a nuclear energy liability insurance contract; or
   b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;

5. to any vehicle caused by an intentional act committed by or at the direction of you, a relative, or the owner of a non-owned auto, even if the actual damage is different than that which was intended or expected;

6. to a covered auto while it is leased or rented to others or given in exchange for compensation. This exclusion does not apply to the operation of a covered auto by you or a relative;

7. due to destruction or confiscation by governmental or civil authorities of any vehicle because you or any relative engaged in illegal activities;

8. to any vehicle that is due and confined to:
   a. wear and tear;
   b. freezing;
   c. mechanical, electrical, or electronic breakdown or failure; or
   d. road damage to tires.
   This exclusion does not apply if the damage results from the theft of a vehicle;

9. to portable equipment, devices, accessories, and any other personal effects that are not permanently installed. This includes, but is not limited to:
   a. tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, DVDs, or other recording or recorded media;
c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
d. CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;

10. to any vehicle for diminution of value;
11. to any vehicle caused directly or indirectly by:
   a. war (declared or undeclared) or civil war;
   b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
   c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;

12. to any vehicle caused directly or indirectly by:
   a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or poisonous biological material; or
   b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or

13. to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of you, a relative, or the owner of a non-owned auto. This exclusion applies regardless of whether you, the relative, or the owner of the non-owned auto is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

1. The limit of liability for loss to a covered auto, non-owned auto, or custom parts or equipment is the lowest of:
   a. the actual cash value of the stolen or damaged property at the time of the loss reduced by the applicable deductible;
   b. the amount necessary to replace the stolen or damaged property reduced by the applicable deductible;
   c. the amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible; or
   d. the Stated Amount shown on the declarations page for that covered auto;

   However, the most we will pay for loss to:
   a. custom parts or equipment is $1,000 unless you purchased Additional Custom Parts or Equipment Coverage (“ACPE”). If you purchased ACPE, the most we will pay is $1,000 plus the amount of ACPE you purchased;
   b. a trailer is the limit of liability shown on the declarations page for that trailer. If the trailer is not shown on the declarations page, the limit of liability is $500.

2. Payments for loss to a covered auto, non-owned auto, or custom parts or equipment are subject to the following provisions:
   a. If coverage applies to a non-owned auto, we will provide the broadest
coverage applicable to any covered auto shown on the declarations page.

b. If you have elected a Stated Amount for a covered auto, the Stated Amount is the most we will pay for all loss to that covered auto, including its custom parts or equipment.

c. Coverage for custom parts or equipment will not cause our limit of liability for loss to an auto under this Part IV to be increased to an amount in excess of the actual cash value of the auto, including its custom parts or equipment.

d. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by us:
   (i) will not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired and the cost of repair or replacement parts and equipment, as reasonably determined by us; and
   (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
      (a) original manufacturer parts or equipment; and
      (b) nonoriginal manufacturer parts or equipment.

e. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1, the total cost of necessary repair or replacement may be reduced by unrepaired prior damage. Unrepaired prior damage includes broken, cracked, or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts, and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshield and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss.

f. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1, an adjustment may be made for betterment or depreciation and physical condition on:
   (i) batteries;
   (ii) tires;
   (iii) engines and transmissions, if the engine has greater than 80,000 miles; and
   (iv) any other mechanical parts that are nonfunctioning or inoperative.

We will not make an adjustment for the labor costs associated with the replacement or repair of these parts.

3. No deductible will apply to a loss to window glass when the glass is repaired instead of replaced.

4. Duplicate recovery for the same elements of damages is not permitted.
PAYMENT OF LOSS

We may, at our option:
1. pay for the loss in money; or
2. repair or replace the damaged or stolen property.

At our expense, we may return any recovered stolen property to you or to the address shown on the declarations page, with payment for any damage resulting from the theft. We may keep all or part of the property at the agreed or appraised value.

We may settle any loss with you or the owner or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYABLE CLAUSE

Payment under this Part IV for a loss to a covered auto will be made according to your interest and the interest of any lienholder shown on the declarations page or designated by you. At our option, payment may be made to both jointly, or to either separately. Either way, we will protect the interest of both. However, if the covered auto is not a total loss, we may make payment to you and the repairer of the auto.

Protection of the lienholder’s financial interest will not be affected by any act or omission by any person entitled to coverage under this policy. However, protection under this clause does not apply:
1. in any case of conversion, embezzlement, secretion, or willful damaging or destruction, of the covered auto by or at the direction of you, a relative, or the owner of the covered auto; or
2. to any loss caused by, or reasonably expected to result from, a criminal act or omission of you, a relative, or the owner of the covered auto. This applies regardless of whether you, the relative, or the owner of the covered auto is actually charged with, or convicted of, a crime. For purposes of this clause, criminal acts or omissions do not include traffic violations.

If this policy is cancelled, nonrenewed, or voided, the interest of any lienholder under this agreement will also terminate.

When we make payment to a lienholder for loss under this policy, we will be subrogated to the rights of the party we pay, to the extent of our payment. When we pay a lienholder for a loss for which you are not covered, we are entitled to the lienholder’s right of recovery against you to the extent of our payment. Our right to subrogation will not impair the lienholder’s right to recover the full amount of its claim.
OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a non-owned auto, or trailer not shown on the declarations page, will be excess over any other collectible source of recovery including, but not limited to:
1. any coverage provided by the owner of the non-owned auto or trailer;
2. any other applicable physical damage insurance; and
3. any other source of recovery applicable to the loss.

APPRAISAL

If we cannot agree with you on the amount of a loss, then we or you may demand an appraisal of the loss. Within 30 days of any demand for an appraisal, each party shall appoint a competent and impartial appraiser and shall notify the other party of that appraiser’s identity. The appraisers will determine the amount of loss. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within 15 days, we or you may request that a judge of a court of record, in the county where you reside, select an umpire. The appraisers and umpire will determine the amount of loss. The amount of loss agreed to by both appraisers, or by one appraiser and the umpire, will be binding. You will pay your appraiser’s fees and expenses. We will pay our appraiser’s fees and expenses. All other expenses of the appraisal, including payment of the umpire if one is selected, will be shared equally between us and you. Neither we nor you waive any rights under this policy by agreeing to an appraisal.

PART V - ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If you pay the premium for this coverage, we will pay for our authorized service representative to provide the following services when necessary due to a covered emergency:
1. towing of a covered disabled auto to the nearest qualified repair facility; and
2. labor on a covered disabled auto at the place of disablement.

If a covered disabled auto is towed to any place other than the nearest qualified repair facility, you will be responsible for any additional charges incurred.

ADDITIONAL DEFINITIONS

When used in this Part V:
1. “Covered disabled auto” means a covered auto for which this coverage has been purchased that sustains a covered emergency.
2. “Covered emergency” means a disablement that is a result of:
   a. mechanical or electrical breakdown;
   b. battery failure;
   c. insufficient supply of fuel, oil, water, or other fluid;
   d. flat tire;
   e. lock-out; or
   f. entrapment in snow, mud, water, or sand, within 100 feet of a road or highway.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V will not apply to:
1. the cost of purchasing parts, fluid, lubricants, fuel, or replacement keys, or the labor to make replacement keys;
2. installation of products or material not related to the disablement;
3. labor not related to the disablement;
4. labor on a covered disabled auto for any time period in excess of 60 minutes per disablement;
5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. assistance with jacks, levelers, airbags, or awnings;
7. towing from a service station, garage, or repair shop;
8. labor or repair work performed at a service station, garage, or repair shop;
9. auto storage charges;
10. a second service call or tow for a single disablement;
11. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
12. mounting or removing of snow tires or chains;
13. tire repair;
14. repeated service calls for a covered disabled auto in need of routine maintenance or repair;
15. disablement that results from an intentional or willful act or action by you, a relative, or the operator of a covered disabled auto; or
16. a trailer.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of our authorized service representatives, we will pay only reasonable charges, as determined by us, for:
1. towing of a covered disabled auto to the nearest qualified repair facility; and
2. labor on a covered disabled auto at the place of disablement;
which is necessary due to a covered emergency.
OTHER INSURANCE

Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART VI - DUTIES IN CASE OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, you or the person seeking coverage must promptly report each accident or loss even if you or the person seeking coverage is not at fault. You or the person seeking coverage must provide us with all accident/loss information including time, place, and how the accident or loss happened. You or the person seeking coverage must also obtain and provide us the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved.

If you or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the accident, or if theft or vandalism has occurred, you or the person seeking coverage must notify the police within 24 hours or as soon as practicable.

A person seeking coverage must:

1. cooperate with us in any matter concerning a claim or lawsuit;
2. provide any written proof of loss we may reasonably require;
3. allow us to take signed and recorded statements, including sworn statements and examinations under oath, which we may conduct outside the presence of you or any other person claiming coverage, and answer all reasonable questions we may ask as often as we may reasonably require;
4. promptly call to notify us about any claim or lawsuit and send us any and all legal papers relating to the claim or suit;
5. attend hearings and trials as we require;
6. take reasonable steps after a loss to protect the covered auto, or any other vehicle for which coverage is sought, from further loss. We will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy;
7. allow us to have the damaged covered auto, or any other damaged vehicle for which coverage is sought, inspected and appraised before its repair or disposal;
8. submit to medical examinations at our expense by doctors we select as often as we may reasonably require; and
9. authorize us to obtain medical and other records.
PART VII - GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses occurring during the policy period shown on the declarations page and that occur within a state, territory, or possession of the United States of America, or a province or territory of Canada, or while a covered auto or trailer shown on the declarations page is being transported between their ports.

CHANGES

This policy contract, your insurance application (which is made a part of this policy as if attached hereto), the declarations page, and all endorsements to this policy issued by us, contain all the agreements between you and us. Subject to the following, the terms of this policy may not be changed or waived except by an endorsement issued by us.

The premium for this policy is based on information we received from you and other sources. You agree to cooperate with us in determining if this information is correct and complete, and to notify us if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, you agree that we may adjust your premium accordingly. Changes that may result in a premium adjustment are contained in our rates and rules. These include, but are not limited to, you or a relative obtaining a driver’s license or operator’s permit, or changes in:

1. the number, type, or use classification of covered autos;
2. operators using covered autos;
3. an operator’s marital status;
4. the place of principal garaging of any covered auto;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

The coverage provided in your policy may be changed only by the issuance of a new policy or an endorsement by us. However, if during the policy period we broaden any coverage afforded under the current edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date the coverage change is implemented in your state.

If you ask us to delete a vehicle from this policy, no coverage will apply to that vehicle as of the date and time you ask us to delete it.

DUTY TO REPORT CHANGES

You must promptly notify us when:

1. your mailing or residence address changes;
2. the principal garaging address for a covered auto or a trailer shown on the declarations page changes;
3. there is a change with respect to the residents in your household or the persons who regularly operate a covered auto;
4. an operator’s marital status changes; or
5. you or a relative obtain a driver’s license or operator’s permit.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems to assist us in adjusting claims under this policy and to assist us in determining the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by us or a third party and may include computer software, databases, and specialized technology.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform to the statutes of the state listed on your application as your residence, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on your application as your residence.

TRANSFER

This policy may not be transferred to another person without our written consent. However, if a named insured shown on the declarations page dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on your insurance application. We may void this policy at any time, including after the occurrence of an accident or loss, if you:
1. made incorrect statements or representations to us with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;
at the time of application. This means that we will not be liable for any claims or damages that would otherwise be covered. However, if we certify this policy as proof of financial responsibility, no statement made by or on behalf of an insured person shall void coverage under Part I - Liability To Others up to the minimum limits required by the financial responsibility law of the State of Oklahoma for an accident that occurs before we notify you that the policy is void. You must reimburse us if we make a payment under Part I - Liability To Others.
We may deny coverage for an accident or loss if you or a person seeking coverage has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

**PAYMENT OF PREMIUM AND FEES**

If your initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to us by the financial institution. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at our option, be deemed void from its inception. This means we will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by us to present the remittance for payment more than once shall not affect our right to void this policy.

In addition to premium, fees may be charged on your policy. We may charge fees for installment payments, late payments, and other transactions. Payments made on your policy will be applied first to fees, then to premium due.

**CANCELLATION**

You may cancel this policy during the policy period by calling or writing us and stating the future date you wish the cancellation to be effective.

We may cancel this policy during the policy period by mailing a notice of cancellation to the named insured shown on the declarations page at the last known address appearing in our records.

We will give at least 10 days notice of cancellation if:
1. we cancel during the first 59 days of the initial policy period; or
2. the policy is cancelled for nonpayment of premium.

We will give at least 15 days notice of cancellation in all other cases.

We may cancel this policy for any reason if the notice is mailed within the first 59 days of the initial policy period.

After this policy is in effect for more than 59 days, or if this is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
1. nonpayment of premium;
2. material misrepresentation or fraud by you with respect to any material fact in the procurement or renewal of this policy;
3. material misrepresentation or fraud in the submission of any claim under this policy;
4. loss of driving privileges through suspension, revocation, or expiration of an operator’s license issued to you, any driver in your household, or any regular operator of a covered auto;

5. you or any principal operator of a covered auto is convicted during the policy period of:
   a. driving while intoxicated or under the influence of any substance included in the Uniform Controlled Substances Act, as amended; or
   b. homicide or assault arising out of the use of any motor vehicle;

6. your place of residence or the state of registration or license of a covered auto is changed to a state or country in which we do not accept applications for the insurance provided by this policy;

7. we have agreed to issue a new policy within the same or an affiliated company; or

8. any other reason permitted by law.

Proof of mailing will be sufficient proof of notice. If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. For purposes of cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverages for all persons and all vehicles.

CANCELLATION REFUND

Upon cancellation, you may be entitled to a premium refund. However, our making or offering of a refund is not a condition of cancellation.

If this policy is cancelled, any refund due will be computed on a daily pro rata basis reduced by our non-refundable fully-earned policy fee. A non-refundable fully-earned policy fee will be charged only during the initial policy period.

NONRENEWAL

If neither we nor one of our affiliates offers to renew or continue this policy, we will mail notice of nonrenewal to the named insured shown on the declarations page at the last known address appearing in our records. Proof of mailing will be sufficient proof of notice. Notice will be mailed at least 20 days before the end of the policy period.

AUTOMATIC TERMINATION

If we or an affiliate offers to renew or continue this policy and you or your representative does not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.

If you obtain other insurance on a covered auto, any similar insurance provided
by this policy will terminate as to that **covered auto** on the effective date of the other insurance.

If a **covered auto** is sold or transferred to someone other than **you** or a **relative**, any insurance provided by this policy will terminate as to that **covered auto** on the effective date of the sale or transfer.

**LEGAL ACTION AGAINST US**

**We** may not be sued unless there is full compliance with all the terms of this policy.

**We** may not be sued for payment under Part I - Liability To Others until the obligation of an insured person under Part I to pay is finally determined either by judgment after trial against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

**OUR RIGHTS TO RECOVER PAYMENT**

**We** are entitled to the rights of recovery that the insured person to whom payment was made has against another, to the extent of **our** payment. That insured person may be required to sign documents related to the recovery and must do whatever else **we** require to help **us** exercise those recovery rights, and do nothing after an accident or loss to prejudice those rights.

However, **we** may not assert rights of recovery against any person for any payment made under Part II - Medical Payments Coverage for medical or funeral expenses incurred by **you** or a **relative**.

When an insured person has been paid by **us** and also recovers from another, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment. If **we** are not reimbursed, **we** may pursue recovery of that amount directly against that insured person.

If an insured person takes any action that negates **our** right to recover payment, the insured person’s right to payment under any affected coverage will no longer exist.

If **we** elect to exercise **our** rights of recovery against another, **we** will also attempt to recover any deductible incurred by an insured person under this policy unless **we** are specifically instructed by that person not to pursue the deductible. **We** have no obligation to pursue recovery against another for any loss not covered by this policy.
Unless **you** request otherwise, **we** reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. **We** reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible based on the proportion that the actual recovery bears to the total of **our** payment and the deductible. If **we** retain counsel, a proportionate share of collection expenses and attorney fees incurred in connection with these recovery efforts will also reduce reimbursement of the deductible.

These provisions will be applied in accordance with state law.

**JOINT AND INDIVIDUAL INTERESTS**

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured will be binding on all persons provided coverage under this policy.

**BANKRUPTCY**

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy.