

AUTOMOBILE INSURANCE POLICY OKLAHOMA



SHELTER INSURANCE COMPANIES
Home Office: Columbia, MO 65218-0001

To our customers – Please Note

Please read all policy documents carefully to ensure your policy provides the types of coverages you need in the amounts you chose. If you have questions, contact your Shelter Agent for answers.

If you are involved in an accident, please read this policy again so that you will be reminded of your rights and obligations. It is very important for you to recognize that this insurance policy is a legally binding contract. If any insured fails to perform an obligation required by this policy, the coverage which it might otherwise provide could be lost.

DEFINITIONS

In this policy, the words shown in bold type have the meanings stated below unless a different meaning is stated in a particular coverage or endorsement. Words in bold type that are derived from a defined word have the same root meaning. The plural version of a defined word has the same meaning as the singular if it is also bolded. If any of these same words are used but not printed in bold type, they have their common dictionary meaning.

(1) **Accident** means an **occurrence** that was neither expected nor intended. The following types of **occurrences** are excluded from the definition of **accident**:

- (a) Any **occurrence** that an **insured** intended to result in **bodily injury or property damage**; and
- (b) Any **occurrence** that was intended by an **insured**, if a reasonable **individual** would have expected it to result in **bodily injury or property damage**.

(2) **Auto** means a **motor vehicle** with at least four wheels.

(3) **Auto business** means the selling, renting, leasing, repairing, servicing, cleaning, detailing, storing, or parking, of **motor vehicles**, if the **person** engaged in that conduct receives any form of compensation for it.

(4) **Bodily injury** means:

- (a) A physical injury;
- (b) A sickness or disease of the body;
- (c) The physical pain and physical suffering that directly results from (a) or (b), above; or
- (d) A death that directly results from (a) or (b), above.

The following medical conditions are excluded from the definition of **bodily injury**:

- (a) Mental injuries;
- (b) Sicknesses or diseases of the mind;
- (c) Mental anguish; and
- (d) Emotional distress;

unless such mental or emotional condition is diagnosed by a medical doctor or licensed psychologist and directly results from **bodily injury** to the **individual** on whose behalf the **claim** is made.

(5) **Claim** means a request by any **person** for benefits under a coverage provided by this policy as a result of a single **occurrence**. It includes lawsuits, requests for the payment of money, requests that **we** take any action, or extend the benefits of any coverage provided by this policy.

(6) **Comparable value** means the depreciated worth of the covered **auto** or part immediately before the **accident**; plus the **reasonable charges** required to pay for any of the following that apply to the **claim**:

- (a) Incurred cost for the necessary towing of the covered **auto** from the place where the **accident** occurred;
- (b) Incurred cost for necessary storage of the covered **auto** from the day **you** make a **claim** under this policy until **we** offer to settle that **claim**;
- (c) Sales tax or other vehicle taxes, if any, necessary for **you** to acquire **ownership** of another **auto** or part to replace the covered **auto** or part with one of equal value; and
- (d) Other fees, if any, necessary for **you** to acquire **ownership** of another **auto** or part to replace the covered **auto** or part with one of equal value.

Comparable value is determined by **us**. **We** base that determination on **our** knowledge of the prices charged by vehicle or part merchants in the geographic area where the **insured resides**. To aid **us** in determining **comparable value**, **we** may use any one or more of the databases, appraisal tools, and other methods the insurance industry commonly uses to evaluate similar vehicles or parts.

(7) **Compensation law** means any law under which benefits are paid, without regard to fault, as compensation for the effects of **bodily injury**, because of the recipient's status as an employee or beneficiary of an employee. It includes, but is not limited to, workers' compensation laws, disability laws, the Federal Employers' Liability Act, and the Jones Act.

(8) **Consequential loss** means a monetary loss that results from **property damage** other than the cost of repairing or replacing the property itself. **Consequential loss** includes:

- (a) The diminished value of property subsequent to its repair or the replacement of one or more of its parts;
- (b) The diminished value of the property resulting from the use of a **replacement part** that has a different warranty than the damaged part; and
- (c) Monetary loss resulting from the loss of the use of the damaged property during the time between the **accident** and its return to service.

(9) **Cost to repair** means the **reasonable charges** for the **repair** of the covered **auto** or part, plus the **reasonable charges** required to pay for any of the following that apply to the **claim**:

- (a) Incurred cost for the necessary towing of the covered **auto** from the place where the **accident** occurred;
- (b) Incurred cost for necessary storage of the covered **auto** from the day **you** make a **claim** under this policy until **we** offer to settle that **claim**.

Cost to repair is determined by **us**. **We** base that determination on **our** knowledge of the prices charged by repair facilities in the geographic area where the **repair** is to be done. To aid **us** in

determining **cost to repair**, we may use any one or more of the databases, appraisal tools, and other methods the insurance industry commonly uses to determine those charges.

- (10) **Declarations** means the part of this policy titled “Auto Policy Declarations and Policy Schedule”. It sets out many of the individual facts related to **your** policy including the dates, types, and dollar limit of the various coverages, subject to all conditions, exclusions, and limitations, stated in this policy.
- (11) **Deductible** means an amount of money deducted from the total amount paid for covered **property damage claims**. The specific dollar amount of the **deductible** applicable to each payment is shown in the **Declarations**.
- (12) **Described auto** means the vehicle described in the **Declarations**, but only if a **named insured** owns that vehicle. It includes:
- (a) All parts, and equipment, **permanently attached** to that vehicle before its **original sale**;
 - (b) All wireless components of its **permanently attached** equipment if:
 - (i) Both the **permanently attached** component and the wireless component were purchased, with the vehicle, at its **original sale**; and
 - (ii) The **permanently attached** component is essential to the functioning of the wireless component;
 - (c) Replacements for the parts and equipment listed in (a) and (b), above, installed to **repair**, or refurbish, the vehicle, if the replacement items are equivalent in value; and
 - (d) A **temporary substitute auto**.
- (13) **Digital network** means any online-enabled application, software, website, or system offered or utilized by a **transportation network company** that enables prearrangement of rides with **transportation network company drivers**.
- (14) **Direct loss** means:
- (a) The **comparable value**;
 - (b) The **cost to repair**; or
 - (c) **New vehicle replacement cost**.
- Direct loss** does not include **consequential loss**.
- (15) **Domestic employee** means an employee paid to work at **your** household; or a private chauffeur who is employed by **you**. This definition does not apply to any employee if:
- (a) Benefits are payable to, or on behalf of, such employee under any **compensation law** as a result of the same **occurrence**; or
 - (b) Benefits are required to be provided to, or on behalf of, such employee by any **compensation law** as a result of the same **occurrence**.
- (16) **Financial responsibility law** means a law that requires a certain level of financial responsibility, or certain level of insurance coverage, in order to **own**, **use**, or allow others to **use** a **motor vehicle** in the state or country in which coverage under this policy is sought. It includes motor vehicle financial responsibility laws, compulsory insurance laws, and all other laws with similar purposes.
- (17) **General consent** means the authorization of the **owner** of an **auto** for another to **use** it on one or more occasions without the necessity of obtaining **permission** for each **use**. **General consent** can be expressed or implied.
- (18) **Health care provider** means a licensed provider of medical, chiropractic, psychological, hospital, nursing, dental, surgical, ambulance, or prosthetic, services.
- (19) **Hit-and-run motor vehicle** means a **motor vehicle** whose

owner or **operator** cannot be identified because its **operator** left the scene of the **occurrence** with that **motor vehicle** without stopping to identify himself or herself.

- (20) **Individual** means a human being.
- (21) **Lawful** means complies with every law and regulation governing:
- (a) The location at which the vehicle can be **lawfully used**;
 - (b) The roads on which the vehicle can be **lawfully used**; or
 - (c) The licensing, registration, speed capability, and equipment, requirements related to the vehicle itself.
- (22) **Lease** means a right to possess and **use** real property or personal property for a period of 30 or more consecutive days based upon a written agreement with the **owner** of that property.
- (23) **Loaner vehicle** means an **auto** provided to an **insured** by a **person** engaged in the business of selling **motor vehicles** for the purpose of allowing that **insured** to test drive the vehicle.
- (24) **Maintenance** means the performance of services necessary to keep a **motor vehicle** in working order, or to restore it to working order. It does not include installing or servicing equipment that is not usual and incidental to the **use** of a **motor vehicle**.
- (25) **Motor vehicle** means a self-propelled land vehicle originally designed for **lawful operation** on **public roadways**. The following types of vehicles are excluded from the definition of **motor vehicle**:
- (a) Farm-type tractors, except while being **used** on a **public roadway**;
 - (b) Vehicles altered if the alteration prevents them from being licensed for **use** on a **public roadway**; and
 - (c) Vehicles being utilized as a dwelling, display area, sales area, or storage area.
- (26) **Named insured** means any **person** listed in the **Declarations** under the heading “Named Insured”. **Persons** listed under other headings are not **named insureds** unless they are also listed under the heading “Named Insured”.
- (27) **Necessary goods and services** means goods and services that are furnished or prescribed by a **health care provider** if, in **our** judgment, they are necessary for the proper treatment of **bodily injury** in the most efficient and economical fashion that it can be safely treated. **We** may employ outside reviewers, consultants, or data providers, to determine if the goods and services are **necessary goods and services**. That determination may be made after the **insured** has received the goods or services; and the fact that a **health care provider** furnished, rendered, or prescribed, the goods and services is not solely determinative of whether they are **necessary goods and services**.
- (28) **New vehicle replacement cost** means **comparable value** plus the additional amount reasonably necessary to replace that **described auto** with a similarly equipped new **auto** of the same make, model, and model year, if **you** became the **owner** of the **described auto** at its **original sale** and:
- (a) That sale occurred within the 12 months immediately preceding the date of the **accident** covered by this policy; and
 - (b) The **described auto** has been driven less than 15,000 miles.
- (29) **Non-owned auto** means any **auto** being **used, maintained, or occupied with permission**, other than:
- (a) The **auto** listed in the **Declarations**;
 - (b) An **auto** owned by any **insured**, or a **resident** of any

- insured's household; or
- (c) An **auto** that any **insured**, or a **resident** of any **insured's** household has **general consent** to use.
- A **rental auto** is a **non-owned auto** if it is not an **auto** described by (a), (b), or (c) above, is not a **temporary substitute auto**, and otherwise meets the definition of **rental auto**.
- (30) **Occupy** means being in physical contact with a vehicle while seated in the seating area provided by the vehicle manufacturer. It also includes getting into or out of that seating area, so long as there is physical contact with the vehicle itself. But an **individual** who is not in physical contact with a vehicle is not **occupying** it.
- (31) **Occurrence** means an action or event, or a series of actions or events, that:
- Started abruptly;
 - During the policy period;
 - Directly resulted in **bodily injury** or **property damage**; and
 - May result in a **claim**.
- (32) **Operator** means an **individual** who is **using** a vehicle.
- (33) **Original sale** means the first sale of the **described auto** by a dealer to the original consumer. It does not mean its sale by the manufacturer to a dealer, nor does it necessarily mean its sale to the **insured**.
- (34) **Own** means the **person** referred to holds the legally recognized title to, or is a **leaseholder** of, an item of real or personal property, even if there are other **owners**. With respect to vehicles only, it also means the **person** in possession of the vehicle, if that **person**:
- Has the right to purchase it upon performance of conditions stated in a conditional sale agreement;
 - Is a lender entitled to possession of it based on the terms of a loan secured by that vehicle; or
 - Is a **lessor** entitled to possession of it based on a **lease** agreement for that vehicle.
- (35) **Permanently attached** means attached to the vehicle by welds, screws, rivets, or bolts. Parts attached by wires or other fastening devices are not **permanently attached**.
- (36) **Permission** means the consent of the vehicle **owner**. **Permission** can be expressed or implied. An **individual** who was authorized to **use** a vehicle by a **person** in possession of it will be treated as having **permission** to **use** it, if that **user** reasonably believes that its **owner** consented to that **use**.
- (37) **Person** means an **individual**, a corporation, or an entity that has separate legal existence under the laws of the state where this policy was issued or a **claim** is made.
- (38) **Personal vehicle** means a vehicle **used** by a **transportation network company driver** to provide a **prearranged ride**. A **personal vehicle** must be **owned**, **leased**, or authorized for **use**, by the **transportation network company driver**. **Personal vehicle** does not include taxicabs, limousines, common carriers, or other for-hire vehicles.
- (39) **Post-judgment interest** means interest, payable under the laws of a state in which a covered judgment is rendered, that is calculated based on the time period after that judgment was entered. It does not include interest that is calculated based on any time period preceding the date on which that judgment was entered.
- (40) **Prearranged ride** means transportation provided by a **transportation network company driver** to one or more **riders**. A **prearranged ride** begins when a **transportation**

network company driver agrees to provide transportation arranged by a **requesting party** through a **digital network** controlled by a **transportation network company**. A **prearranged ride** continues while the **transportation network company driver** is transporting any **rider** and ends when the last **rider** departs the **personal vehicle**.

- (41) **Pre-judgment interest** means interest, payable under the laws of a state in which a covered judgment is rendered, that is calculated based on a time period before that judgment was entered. It does not include interest that is calculated based on the time period after that judgment was entered.
- (42) **Property damage** means a demonstrable physical damage to real or personal property. It includes the theft of personal property. It does not include any amount payable by any **insured** as a result of an agreement of any kind, including a rental agreement.
- (43) **Public roadway** means a roadway maintained by a governmental entity or agency. The fact that the general public has access to a roadway does not itself make that roadway a **public roadway**.
- (44) **Punitive damages** means money awarded in addition to the actual damages sustained including any additional amount payable under a law that imposes an obligation to pay some multiple of the actual damages. It also includes all monetary awards:
- Imposed to punish a wrongdoer and to deter others from similar conduct; or
 - Based on any legal theory that requires proof of the same standard of conduct necessary to support an award of **punitive damages** under the law of the state where they are awarded.
- (45) **Racing** means:
- Preparing a vehicle for competition with other vehicles;
 - Using** a vehicle in practice for competition with another vehicle or other vehicles;
 - Using** a vehicle in actual competition with another vehicle or other vehicles;
 - Using** a vehicle in a timed speed event; or
 - Using** a vehicle on a track.
- (46) **Reasonable charges** means the lesser of:
- The amount for which **we** can discharge the **insured's** entire obligation to the **person** providing the goods and services; or
 - The charges incurred for goods and services that, in **our** judgment, are within the range of charges for the same or similar goods and services, in the geographic area where the services are rendered or the goods are purchased.
- We** may employ outside reviewers, consultants, or data providers to determine if the charges are **reasonable charges**. That determination may be made after the **insured** has received the goods or services for which the charges are made and the fact that a **health care provider** or licensed funeral provider furnished, rendered, or prescribed the goods and services is not solely determinative of whether the charges made for them are **reasonable charges**.

The following types of charges are excluded from the definition of **reasonable charges**:

- Charges for treatment, services, products or procedures that are:
 - Experimental in nature;

- (b) Done for research purposes;
 - (c) Not primarily designed to serve a medical purpose; or
 - (d) Not commonly recognized throughout the medical profession in the United States as appropriate for the treatment of the **bodily injury** that is the subject of a **claim** under Coverage C.
- (2) Charges for:
- (a) Thermography or procedures of a similar nature;
 - (b) Acupuncture or procedures of a similar nature; or
 - (c) The purchase or rental of equipment that is not primarily designed to serve a medical purpose.
- (47) **Records** means any documents, media, or data, in any format, related to an **occurrence** or **claim**.
- (48) **Relative** means an **individual** related to **you** by blood, marriage, or adoption, who is a **resident** of **your** household, unless that **individual**, or his or her **spouse**, **owns** a **motor vehicle**. It includes **your** child who is away at school, if that child is both unmarried and unemancipated. **Relative** also includes any foster child in **your** legal custody for more than 90 consecutive days immediately before the **occurrence**.
- (49) **Rental auto** means an **auto** furnished:
- (a) For money;
 - (b) To **you** or a **relative**;
 - (c) By a commercial **auto** rental business;
 - (d) Under the terms of a written agreement;
 - (e) For a period of less than 30 consecutive days.
- (50) **Repair** means the restoration of form and function by restoring existing parts or by using **replacement parts** if needed. **Repair** does not mean the restoration of pre-damage value nor does it include compensation for the **diminished value** resulting from the fact that an item has been **repaired**.
- (51) **Replacement part** means a new or previously used part made by any manufacturer, irrespective of whether that manufacturer made the original part or vehicle.
- (52) **Requesting party** means an **individual** who uses a **transportation network company's digital network** to connect with a **transportation network company driver** to arrange a **prearranged ride** in the driver's **personal vehicle** between points chosen by one or more **riders**. A **requesting party** may, or may not, also be a **rider**.
- (53) **Reside** means to actually live in a location with the intent to make that place, and no other, one's primary, and permanent, home. If the parents of a minor child do not **reside** with one another, **we** will consider the child a **resident** of both their households if that child regularly spends time in each of their **residences**.
- (54) **Rider** means any **individual** who accepts a **prearranged ride**. A **rider** may, or may not, also be the **requesting party**.
- (55) **Spouse** means the lawful husband, wife, or party to a civil union of any **individual** defined as an **insured** under the applicable part of this policy, if he or she is a **resident** of the same household as that **insured**.
- (56) **Struck by** means there was actual, direct, physical contact.
- (57) **Temporary substitute auto** means an **auto** that is not **owned** by any **insured** or **resident** of any **insured's** household that is being **used** with **permission** as a substitute for the **described auto**. This definition applies only during that period of time in which the **described auto** is withdrawn from **use** because of its breakdown, **maintenance**, theft, or destruction. The following time limitations apply to this definition:
- (a) If the **auto** is being **used** because of the breakdown of the **described auto**, it is a **temporary substitute auto** for only the period of time necessary to deliver the **described auto** to the **person** who will perform the **repairs** necessary to return it to service; and in no event for more than five days after the breakdown of the **described auto**;
 - (b) If the **auto** is being **used** because of the **repair** or **maintenance** of the **described auto**, it is a **temporary substitute auto** only for the reasonable period of time the **described auto** is in the possession of the **person** performing the necessary **repairs** or **maintenance**;
 - (c) If the **auto** is being **used** because the **described auto** was stolen, it is a **temporary substitute auto** only for the period of time reasonably necessary to replace the **described auto**, and in no event for more than 45 days after the **described auto** was stolen; and
 - (d) If the **auto** is being **used** because of the destruction of the **described auto**, it is a **temporary substitute auto** only for the period of time reasonably necessary to replace the **described auto**, and in no event for more than 30 days after the **described auto** was destroyed.
- (58) **Trailer** means a vehicle designed to:
- (a) Be pulled on **public roadways**; and
 - (b) Transport people or property.
- Trailer** does not include equipment designed for other purposes that happens to be pulled behind a towing unit.
- (59) **Transportation network company** means a corporation, partnership, sole proprietorship, or other entity that uses a **digital network** to connect **requesting parties** to **transportation network company drivers** who provide **prearranged rides**; but does not include taxicab or motor carrier services as those are defined by law.
- (60) **Transportation network company driver** means an **individual** who:
- (a) Receives connections to potential **riders** from a **transportation network company** in exchange for payment of a fee to the **transportation network company**; and
 - (b) Uses a **personal vehicle** to provide **prearranged rides** matched through a **digital network**.
- (61) **Uncompensated damages** means the part of the **damages** that exceeds the sum of:
- (a) The total amount paid to the **insured** by any **persons** obligated to pay those **damages**; plus
 - (b) The total amount paid, or payable, to the **insured** by the liability insurers of any **persons** obligated to pay those **damages**.
- (62) **Uninsured motorist insurance law** means any law that applies to a **claim** made under Coverage E or governs the terms of that coverage.
- (63) **Uninsured motor vehicle** means:
- (1) A **hit-and-run-motor vehicle**; or
 - (2) A **motor vehicle**:
 - (a) **Owned** by a **person** liable for **damages** because of that **ownership**; or
 - (b) Being **used** by a **person** liable for **damages** because of that **use**;
 if that **owner** or **operator**:
 - (i) Is not covered by a bond or policy of liability insurance applicable to the **occurrence** on which his or her liability is based;
 - (ii) Is covered by a policy of liability insurance

- applicable to the **occurrence** on which his or her liability is based, but its available limits are less than the full amount owed by its **owner** or **operator** for the **insured's damages**;
- (iii) Is covered by a policy of liability insurance applicable to the **occurrence** on which his or her liability is based, but its limits are less than those required by the applicable **financial responsibility law**; or
 - (iv) Is covered by policy of liability insurance applicable to the **occurrence** on which his or her liability is based; but that policy was issued by an insolvent insurer that is unable to make payment with respect to the legal liability of its insured up to the minimum limits of liability insurance coverage specified in the applicable **financial responsibility law**. This subsection applies only if that liability insurer becomes insolvent within one year after the date of the **occurrence**.

The following types of vehicles are excluded from the definition of **uninsured motor vehicle**:

- (a) **Motor vehicles owned** by any **insured**, or a **resident** of any **insured's** household unless there is a policy of liability insurance providing at least the limits required by the **applicable financial responsibility law**;
- (b) **Motor vehicles being used** by any **insured**, or **resident** of any **insured's** household, with **general consent**; unless there is a policy of liability insurance providing at least the limits required by the **applicable financial responsibility law**;
- (c) **Motor vehicles owned**, or **being used**, by a self-insurer within the meaning of any applicable **financial responsibility law** or by a **person** whose liability is covered by or vicariously attached to that self-insurer;

- (d) **Motor vehicles being used** by any **person** who is an employee of the United States Government while acting within the scope of that employment; and
 - (e) **Motor vehicles being used** by any **person** who the Federal Tort Claims Act requires the Attorney General of the United States to defend if a lawsuit is brought because of **bodily injury** that resulted from such **usage**.
- (64) **Use** means physically controlling, or attempting to physically control, the movements of a vehicle. It includes any emergency repairs performed in the course of a trip, if those repairs are necessary to the continued **use** of the vehicle.
 - (65) **Utility trailer** means a **trailer** designed to be towed by an **auto**. This definition applies only during that period of time the **trailer** is:
 - (a) Actually attached to the **described auto** or a **non-owned auto**; or
 - (b) Still moving, after becoming unattached from such **auto**, while that **auto** was in motion.
 A **trailer** is excluded from the definition of **utility trailer** while being **used**:
 - (a) Without **permission** or **general consent**;
 - (b) As an office, store, display, or living quarters; or
 - (c) To transport one or more **individuals**.
 - (66) **Vehicle sharing program** means a business that connects one person with another for the purpose of sharing vehicles for payment.
 - (67) **War** means armed conflict whether or not officially declared. It includes civil war, insurrection, rebellion, revolution, or any act or condition incident to any of those events.
 - (68) **We, us, and our**, mean the Shelter company providing this insurance.
 - (69) **You** means any **person** listed as a **named insured** in the **Declarations** and, if that **person** is an **individual**, his or her **spouse**.