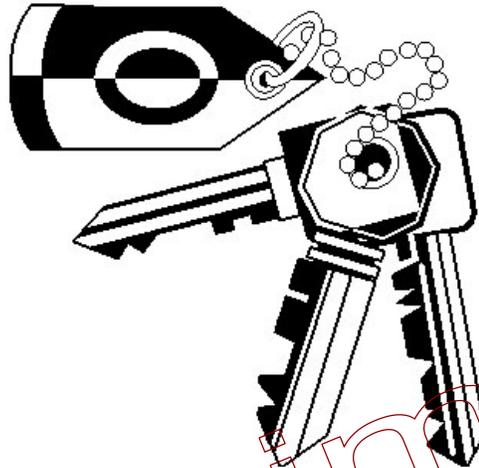


AUTOMOBILE POLICY



Specimen

**OKLAHOMA FARM BUREAU
MUTUAL INSURANCE COMPANY**

AGSECURITY INSURANCE COMPANY

2501 N. Stiles Oklahoma City, OK 73105



Summary of Changes to the Automobile Policy

OFB 8382 12-09

The following items show the recent changes to this policy.

In Definitions,

Item 11. "Non-owned auto" is replaced with the following:

11. "Non-owned auto" means any private passenger auto, pickup, van, or trailer, not owned by, nor furnished or available for the regular use by, but while in the custody of or being operated by, **you** or any **family member**.

However, "non-owned auto" does not include any vehicle used as a temporary substitute as defined in Item 10.d. above in the Definitions for **Your covered auto**.

Under Part A – Liability Coverage

The **Insuring Agreement** is replaced with the following:

Insuring Agreement

We will pay damages for **bodily injury** or **property damage** for which any **insured person** becomes legally responsible because of an auto accident. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted.

"Insured Person" as used in **Part A - Liability Coverage** means:

1. **you** or any **family member** for the ownership, maintenance or use of any auto or trailer,
2. any person using **your covered auto**, and
3. any other person or organization for acts or omissions of:
 - a. any person covered under **Part A - Liability Coverage** while using **your covered auto**, or
 - b. **you** or any **family member** covered under **Part A - Liability Coverage** while using any auto or trailer other than **your covered auto** if the vehicle or trailer is not owned or hired by that person or organization.

But, no person shall be defined as an **insured person** if that person uses a vehicle without the permission of **you** or a **family member**.

In Exclusions

Items 1 and 2 are replaced with the following:

1. **We** do not provide Liability Coverage for any person:
 - a. who intentionally causes **bodily injury** or **property damage**;
 - b. for damage to property owned or being transported by that person;
 - c. for damage to property rented to, used by, or in the care of that person (except damage to a residence or private garage);
 - d. using a vehicle without permission granted by **you** or a **family member**; or
 - e. for **bodily injury** or **property damage** for which that person:
 - (1) is an insured under a nuclear energy liability policy, or
 - (2) would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- (1) Nuclear Energy Liability Insurance Association,
- (2) Mutual Atomic Energy Liability Underwriters, or
- (3) Nuclear Insurance Association of Canada.

2. Regardless of the Liability Coverage limits shown on the Declarations page for **bodily injury** or **property damage**, **we** do not provide Liability Coverage above the minimum limits required by the financial responsibility law of the jurisdiction in which the accident occurs for:

- a. **bodily injury** to an employee of that person during the course of employment. This Exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee;
- b. liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee. This Exclusion does not apply to share-the-expense car pool;
- c. any person while employed or otherwise engaged in the business or occupation of:
 - (1) selling,
 - (2) repairing,
 - (3) servicing,
 - (4) storing, or
 - (5) parkingvehicles designed for use mainly on public highways. This includes road testing and delivery.

This Exclusion does not apply to the ownership, maintenance or use of **your covered auto** by:

- (1) **you**,
 - (2) any **family member**, or
 - (3) any partner, agent or employee of **you** or any **family member**;
- d. any person maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion 2.c.

This Exclusion (d.) does not apply to the maintenance or use of a:

- (1) private passenger auto,
 - (2) pickup, truck or van that **you** own, or
 - (3) trailer used with a vehicle described in 2.d.(1) or 2.d.(2) above;
- e. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle in or in preparation for any competitive speed test, race or contest;
- f. **bodily injury** incurred by **you** or a **family member**; or
- g. any **insured person** for the use of **your covered auto** outside the scope of permission granted by **you** or a **family member**.

Limit of Liability is replaced with the following:

Limit of Liability

The limit of liability for "each person" is the most liability coverage **we** will pay for all damages due to **bodily injury** to one person in any one auto accident. The limit of liability for **bodily injury** for "each accident" is the most liability coverage **we** will pay for all damages for **bodily injury** to two or more persons in any one auto accident.

The limit of liability shown on the Declarations page for **property damage** is the most **we** will pay for all **property damage** resulting from any one auto accident.

The limits of liability described in this section are the most **we** will pay regardless of the number of:

1. **insured persons**,
2. claims made,
3. vehicles or premiums shown on the Declarations page, or
4. vehicles involved in the auto accident.

Regardless of the limits of liability shown on the Declarations page or elsewhere in this policy, the limits of **bodily injury** and **property damage** liability provided by this policy to an **insured person** other than:

1. **you**,
2. any **family member**,
3. any driver listed on the Declarations page, or
4. any other person or organization liable for the acts or omissions of **you** or any **family member**,

will not exceed those amounts necessary to satisfy the minimum requirements of the financial responsibility law of the jurisdiction in which the **bodily injury** or **property damage** occurs.

Other Insurance is replaced with the following:

Other Insurance

If there is other liability insurance which applies to a loss also covered by this policy, this policy shall be excess to such other insurance.

Under Part B – Medical Payments Coverage

Under **Insuring Agreement**, "Insured Person" is replaced with the following:

"Insured person" as used in **Part B - Medical Payments Coverage** means:

1. **you** or any **family member**:
 - a. while **occupying**, or
 - b. as a pedestrian when struck by, a motor vehicle designed for use mainly on public roads, or a trailer of any type; and
2. any other person while **occupying your covered auto**.

Other Insurance is replaced with the following:

Other Insurance

If there is other medical payments insurance which applies to a loss also covered by this policy, this policy shall be excess to such other insurance.

**Under Part C – Uninsured Motorist Coverage,
In Insuring Agreement,**

Item 1 is replaced with the following:

1. **"Insured Person"** as used in **Part C - Uninsured Motorist Coverage** means:
 - a. **you** or any **family member**,
 - b. any person while **occupying your covered auto**, unless that person owns a motor vehicle subject to the security requirements of the Oklahoma Financial Responsibility Law or financial security under the law of any other state, and any person entitled to recover damages because of **bodily injury** to another **insured person** under 1a. and 1b. above.
 - c.

But no person shall be defined as an **insured person** if that person uses a vehicle without the permission of **you** or a **family member**.

In Limit of Liability,

Item 1 is replaced with the following:

1. Since only one premium is charged for Uninsured Motorist Coverage, only one limit of Uninsured Motorist Coverage applies. The limit of liability for "each person" is the most Uninsured Motorist Coverage **we** will pay for all damages due to **bodily injury** to one person in any one auto accident. Subject to the "each person" limitation, the Uninsured Motorist Coverage limit of liability shown on the Declarations page for "each accident" is the most Uninsured Motorist Coverage **we** will pay for all damages for **bodily injury** to two or more persons resulting from any one auto accident.

The limits of liability described in this section are the most **we** will pay regardless of the number of:

- a. **insured persons**,
- b. claims made,
- c. vehicles or premiums shown on the Declarations page,
- d. vehicles involved in the auto accident, or
- e. vehicles which are **your covered autos**.

The following provision is added:

Our Right to Recover from Others

If **we** make any payment under Uninsured Motorist Coverage:

1. and the **insured person** to whom payment was made has a right to recover compensatory damages from another, **we** shall be subrogated to that right, and **we** shall have the right to pursue reimbursement from that other party to the full extent permitted by Oklahoma law. The **insured person** shall do:
 - a. whatever is reasonably necessary to enable **us** to exercise **our** subrogation rights; and
 - b. nothing to prejudice **our** subrogation rights.
2. **we** retain and claim all **our** rights of subrogation to the full extent permitted by Oklahoma law. Unless enforcement of **our** subrogation rights would reduce the amount of Uninsured Motorist Coverage, **our** subrogation rights shall have priority over the right of the **insured person** to be fully compensated or made whole for injury or damages, and in those circumstances the **insured person** does not have to be made whole before **we** are entitled to enforce **our** subrogation rights.
3. and the **insured person** to whom payment was made recovers compensatory damages from another, the **insured person** shall hold in trust for **us** the amount **we** are entitled to recover pursuant to **our** subrogation rights and pay **us** back that amount.

Changes In General Conditions is replaced with the following:

Changes In General Conditions

Under **Part F - General Conditions**, the following Conditions are changed for Uninsured Motorist Coverage:

1. **Two or More Policies Issued By Us** does not apply.
2. The following Condition is added:

Arbitration

- a. If **we** and an **insured person** disagree whether the **insured person** is legally entitled to recover damages from the owner or driver of an **uninsured motor vehicle** or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. If agreement by arbitration is not reached within three months from the date of demand, the **insured person** may bring an action against anyone responsible for the use of a vehicle involved in the accident.

Other Insurance is replaced with the following:

Other Insurance

If there is other Uninsured Motorist Coverage which applies to a loss also covered by this policy, this policy shall be excess to such other insurance.

**Under Part D – Coverage For Damage to Your Auto,
Payment of Loss** is replaced with the following:

Payment of Loss

We may pay for loss in money or repair or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to:

1. **you**, or
2. the address shown in this policy.

We may keep all or part of the property at an agreed or appraised value.

Other Insurance is replaced with the following:

Other Insurance

If other insurance or any physical damage reimbursement from a source other than insurance also covers the loss, this policy shall be excess to such other insurance or reimbursement.

Under Part F – General Conditions,

Under Cancellation or Nonrenewal of This Policy the fourth paragraph is replaced with the following:

If other insurance is obtained on **your covered auto**, similar insurance afforded under this policy for that vehicle will cease on the effective date of the other insurance.

Automobile Policy

OFB 8382 12-09

Coverage under this policy is provided by the following Company as shown on **your** Declarations Page:

Oklahoma Farm Bureau Mutual Insurance Company
2501 N. Stiles Oklahoma City, OK 73105

AgSecurity Insurance Company
2501 N. Stiles Oklahoma City, OK 73105

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Automobile Policy

Agreement

In return for pre-payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

Definitions

The terms defined below appear in **bold** type throughout this policy.

- Throughout this policy, "**you**" and "**your**" refer to:
 - The person(s) named on the Declarations page, and
 - His or her spouse if a resident of the same household.
- "**We**", "**us**" and "**our**" mean the Company as named on the Declarations page.
- For purposes of this policy, a private passenger type auto shall be considered to be owned by a person if leased:
 - under a written agreement to that person, and
 - for a continuous period of at least 6 months.
- "**Actual cash value**" means the amount which it would cost to repair or replace damaged property with material of like kind and quality, less allowance for physical deterioration and depreciation.
- "**Bodily injury**" means bodily harm, sickness or disease, including death that results.
- "**Family member**" means a person related to **you** by blood, marriage or adoption who is a resident of **your** household. This includes a ward or foster child.
- "**Occupying**" means in, upon, getting in, on, out or off.
- "**Property damage**" means physical damage to, destruction of or loss of use of tangible property.
- "**Trailer**" means a vehicle designed to be pulled by a:
 - private passenger auto, or
 - pickup, truck or van.

It also means a farm wagon or farm implement while towed by **your covered auto**. This does not include a semi-trailer that, when attached, is supported at its forward end by the fifth wheel device of the truck tractor.
- "**Your covered auto**" means:
 - any vehicle shown on the Declarations page,
 - any of the following types of vehicles on the date **you** become the owner:
 - a private passenger auto, or
 - a pickup, truck, van or **trailer**, not used in any business or occupation other than farming or ranching.

This provision applies only if:

- all the vehicles **you** own or lease are insured with **us**,
- you** acquire the vehicle during the policy period,
- you** ask **us** to insure it within 30 days after **you** become the owner, and
- you** pay any additional premium by the date due.

If the vehicle **you** acquire replaces one shown on the Declarations page, it will have the same coverage as the vehicle it replaced.

If the vehicle **you** acquire is in addition to any vehicle insured by **us**, it will have the broadest coverage **we** now provide **you** for any vehicle **we** insure,

- any **trailer you** own while being towed by **your covered auto**, and
- any auto or **trailer you** do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - breakdown, (4) loss, or
 - repair, (5) destruction.
 - servicing,

- "**Non-owned auto**" means any private passenger auto, pickup, van, or **trailer**, not owned by, nor furnished or available for the regular use by, but while in the custody of or being operated by, **you** or any **family member**.

However, "**non-owned auto**" does not include any vehicle used as a temporary substitute as defined in Item 10.d. above in the Definitions for **Your covered auto**.

Part A - Liability Coverage

Insuring Agreement

We will pay damages for **bodily injury** or **property damage** for which any **insured person** becomes legally responsible because of an auto accident. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted.

"**Insured Person**" as used in **Part A - Liability Coverage** means:

- you** or any **family member** for the ownership, maintenance or use of any auto or **trailer**,
- any person using **your covered auto**, and
- any other person or organization for acts or omissions of:
 - any person covered under **Part A - Liability Coverage** while using **your covered auto**, or
 - you** or any **family member** covered under **Part A - Liability Coverage** while using any auto or **trailer** other than **your covered auto** if the vehicle or **trailer** is not owned or hired by that person or organization.

But, no person shall be defined as an **insured person** if that person uses a vehicle without the permission of **you** or a **family member**.

Supplementary Payments

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

- up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy. **We** have no duty to apply for or furnish bonds;
- premiums on appeal bonds and bonds to release attachments in any suit **we** defend;
- interest accruing after a judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage;
- up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request; and
- other reasonable expenses incurred at **our** request.

Exclusions

- We** do not provide Liability Coverage for any person:
 - who intentionally causes **bodily injury** or **property damage**;
 - for damage to property owned or being transported by that person;
 - for damage to property rented to, used by, or in the care of that person (except damage to a residence or private garage);
 - using a vehicle without permission granted by **you** or a **family member**; or
 - for **bodily injury** or **property damage** for which that person:
 - is an insured under a nuclear energy liability policy, or
 - would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- Nuclear Energy Liability Insurance Association,
- Mutual Atomic Energy Liability Underwriters, or
- Nuclear Insurance Association of Canada.

- Regardless of the Liability Coverage limits shown on the Declarations page for **bodily injury** or **property damage**, **we** do not provide Liability Coverage above the minimum limits required by the financial responsibility law of the jurisdiction in which the accident occurs for:

- bodily injury** to an employee of that person during the course of employment. This Exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee;
- liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee. This Exclusion does not apply to share-the-expense car pool;
- any person while employed or otherwise engaged in the business or occupation of:
 - selling, (4) storing, or
 - repairing, (5) parking
 - servicing,vehicles designed for use mainly on public highways. This includes road testing and delivery.

This Exclusion does not apply to the ownership, maintenance or use of **your covered auto** by:

- you**,
- any **family member**, or
- any partner, agent or employee of **you** or any **family member**;
- any person maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion 2.c.

This Exclusion (d.) does not apply to the maintenance or use of a:

- private passenger auto,
- pickup, truck or van that **you** own, or
- trailer** used with a vehicle described in 2.d.(1) or 2.d.(2) above;

- bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle in or in preparation for any competitive speed test, race or contest;

- f. **bodily injury** incurred by **you** or a **family member**; or
- g. any **insured person** for the use of **your covered auto** outside the scope of permission granted by **you** or a **family member**.
3. **We** do not provide Liability Coverage for the ownership, maintenance or use of:
- any motorized vehicle having less than four wheels, unless specifically described on the Declarations page;
 - any vehicle, other than **your covered auto**, which is:
 - owned by **you**, or
 - furnished or available for **your** regular use; or
 - any vehicle, other than **your covered auto**, which is:
 - owned by any **family member**, or
 - furnished or available for the regular use of any **family member**.
- However, this Exclusion does not apply to **your** maintenance or use of any vehicle which is
- owned by any **family member**, or
 - furnished or available for the regular use of a **family member**.

4. **We** do not provide Liability Coverage for **bodily injury** or **property damage** awards against an **insured person** in the form of exemplary or punitive damages.
5. **We** do not provide Liability Coverage for **bodily injury** or **property damage** arising out of the transmission of a communicable disease by an **insured person**.
6. **We** do not provide Liability Coverage for **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any all-terrain vehicle (ATV) or recreational off-road vehicle.

Limit of Liability

The limit of liability for "each person" is the most liability coverage **we** will pay for all damages due to **bodily injury** to one person in any one auto accident. The limit of liability for **bodily injury** for "each accident" is the most liability coverage **we** will pay for all damages for **bodily injury** to two or more persons in any one auto accident.

The limit of liability shown on the Declarations page for **property damage** is the most **we** will pay for all **property damage** resulting from any one auto accident.

The limits of liability described in this section are the most **we** will pay regardless of the number of:

- insured persons**,
- claims made,
- vehicles or premiums shown on the Declarations page, or
- vehicles involved in the auto accident.

Regardless of the limits of liability shown on the Declarations page or elsewhere in this policy, the limits of **bodily injury** and **property damage** liability provided by this policy to an **insured person** other than:

- you**,
- any **family member**,
- any driver listed on the Declarations page, or
- any other person or organization liable for the acts or omissions of **you** or any **family member**,

will not exceed those amounts necessary to satisfy the minimum requirements of the financial responsibility law of the jurisdiction in which the **bodily injury** or **property damage** occurs.

Out of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, **we** will interpret **your** policy for that accident as follows:

If the state or province has:

- a financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown on the Declarations page, **your** policy will provide the higher specified limit, or
- a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a vehicle in that state or province, **your** policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

Financial Responsibility Required

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

Other Insurance

If there is other liability insurance which applies to a loss also covered by this policy, this policy shall be excess to such other insurance.

Part B - Medical Payments Coverage

Insuring Agreement

We will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:

- caused by accident, and
- sustained by an **insured person**.

We will pay only those expenses incurred within 3 years from the date of the accident.

"**insured person**" as used in **Part B - Medical Payments Coverage** means:

- you** or any **family member**:
 - while **occupying**, or
 - as a pedestrian when struck by a motor vehicle designed for use mainly on public roads, or a **trailer** of any type; and
- any other person while **occupying your covered auto**.

Exclusions

We do not provide Medical Payments Coverage for any person for **bodily injury**:

- sustained while **occupying** any motorized vehicle having less than four wheels unless the vehicle is specifically described on the Declarations page;
- sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee.

This Exclusion does not apply to a share-the-expense car pool;

- sustained while **occupying** any vehicle located for use as a residence or premises;
- occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**;
- sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is:
 - owned by **you**, or
 - furnished or available for **your** regular use;
- sustained while **occupying** a vehicle without a reasonable belief that such person is entitled to do so;

- caused by or as a consequence of:
 - discharge of a nuclear weapon (even if accidental),
 - war (declared or undeclared),
 - civil war,
 - insurrection, or
 - rebellion or revolution;
- from or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - nuclear reaction,
 - radiation, or
 - radioactive contamination;
- arising out of the ownership, maintenance or use of any motorized vehicle in or in preparation for any competitive speed test, race or contest;
- arising out of the transmission of a communicable disease; or
- Arising out of the ownership, maintenance or use of any all-terrain vehicle (ATV) or recreational off-road vehicle.

Limit of Liability

The limit of liability shown on the Declarations page for **Part B - Medical Payments Coverage** is the most **we** will pay for each person injured in any one accident. That limit is the most **we** will pay regardless of the number of:

- insured persons**,
- claims made,
- vehicles or premiums shown on the Declarations page, or
- vehicles involved in the auto accident.

Other Insurance

If there is other medical payments insurance which applies to a loss also covered by this policy, this policy shall be excess to such other insurance.

Part C - Uninsured Motorist Coverage

Insuring Agreement

In accordance with Title 36, Oklahoma Statutes, **we** will pay all compensatory sums an **insured person** is legally entitled to recover as damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured person** caused by the accident. The owner's or driver's liability for these damages must result from the ownership, maintenance, or use of the **uninsured motor vehicle**.

- "**Insured Person**" as used in **Part C - Uninsured Motorist Coverage** means:
 - you** or any **family member**,
 - any person while **occupying your covered auto**, unless that person owns a motor vehicle subject to the security requirements of the Oklahoma Financial Responsibility Law or financial security under the law of any other state, and
 - any person entitled to recover damages because of **bodily injury** to another **insured person** under 1a. and 1b. above.

But no person shall be defined as an **insured person** if that person uses a vehicle without the permission of **you** or a **family member**.

- "**Uninsured motor vehicle**" means a land motor vehicle or **trailer**:
 - for which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a **covered auto** is principally garaged,
 - for which there is a liability bond or policy at the time of an accident, the liability limits of which

- are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other,
- c. for which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. which is a hit-and-run vehicle and neither the driver nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

- a. owned or operated by a self-insurer under any applicable motor vehicle law,
- b. owned by or furnished or available for regular use of the **insured person** or a **family member** unless it is a "your covered auto" to which **Part A - Liability Coverage** of the policy applies and liability coverage is excluded for damages sustained in the accident,
- c. designed for use mainly off public roads while not on public roads, or
- d. that is a crawler or farm-type tractor, farm implement, or, if not subject to motor vehicle registration, that is designed for use principally off public roads and streets.

Exclusions

1. **We do not provide Uninsured Motorist Coverage for bodily injury** sustained by any person:
 - a. while **occupying** or when struck by any motor vehicle owned by **you** or any **family member** which is not insured for this coverage under this policy. This includes a **trailer** of any type used with that vehicle,
 - b. if that person or the legal representative settles the **bodily injury** claim without our consent,
 - c. while **occupying your covered auto** when it is being used as a public or livery conveyance. This **exclusion** (1.c.) does not apply to a share-the-expense car pool, or
 - d. using a vehicle without a reasonable belief that that person is entitled to do so.
2. **We do not provide Uninsured Motorist Coverage for punitive or exemplary damages.**
3. This insurance does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits, or similar law.
4. **We do not provide Uninsured Motorist Coverage for bodily injury** arising out of the ownership, maintenance or use of any motorized vehicle in or in preparation for any competitive speed test, race or contest.
5. **We do not provide Uninsured Motorist Coverage for bodily injury** arising out of the transmission of a communicable disease.
6. **We do not provide Uninsured Motorist Coverage for bodily injury** arising out of the ownership, maintenance or use of any all-terrain vehicle (ATV) or recreational off-road vehicle.

Limit of Liability

1. Since only one premium is charged for Uninsured Motorist Coverage, only one limit of Uninsured Motorist Coverage applies. The limit of liability for "each person" is the most Uninsured Motorist Coverage **we** will pay for all damages due to **bodily injury** to one person in any one auto accident. Subject to the "each person" limitation, the Uninsured Motorist Coverage limit of liability shown on the Declarations page for "each accident" is the most Uninsured Motorist Coverage **we** will pay for all damages for **bodily injury** to two or more persons resulting from any one auto accident.

The limits of liability described in this section are the most **we** will pay regardless of the number of:

- a. **insured persons,**

- b. claims made,
 - c. vehicles or premiums shown on the Declarations page,
 - d. vehicles involved in the auto accident, or
 - e. vehicles which are **your covered autos.**
2. Any payment made by or on behalf of the owner or operator of a vehicle described in paragraph 2.b. of the definition of an **uninsured motor vehicle** shall not reduce or be a credit against **our** limit of liability.
 3. Any amount payable for damages under this insurance shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid for the same damages **under Part A - Liability Coverage** of this policy.
 4. Any amount paid under this insurance will reduce any amount an **insured person** may be paid for the same damages **under Part A - Liability Coverage** of this policy.

Our Right to Recover from Others

If **we** make any payment under Uninsured Motorist Coverage:

1. and the **insured person** to whom payment was made has a right to recover compensatory damages from another, **we** shall be subrogated to that right, and **we** shall have the right to pursue reimbursement from that other party to the full extent permitted by Oklahoma law. The **insured person** shall do:
 - a. whatever is reasonably necessary to enable **us** to exercise **our** subrogation rights; and
 - b. nothing to prejudice **our** subrogation rights.
2. **we** retain and claim **all our** rights of subrogation to the full extent permitted by Oklahoma law. Unless enforcement of **our** subrogation rights would reduce the amount of Uninsured Motorist Coverage, **our** subrogation rights shall have priority over the right of the **insured person** to be fully compensated or made whole for injury or damages, and in those circumstances the **insured person** does not have to be made whole before **we** are entitled to enforce **our** subrogation rights.
3. and the **insured person** to whom payment was made recovers compensatory damages from another, the **insured person** shall hold in trust for **us** the amount **we** are entitled to recover pursuant to **our** subrogation rights and pay **us** back that amount.

Changes In General Conditions

Under **Part F - General Conditions**, the following Conditions are changed for Uninsured Motorist Coverage:

1. **Two or More Policies Issued By Us** does not apply.
2. The following Condition is added:

Arbitration

- a. If **we** and an **insured person** disagree whether the **insured person** is legally entitled to recover damages from the owner or driver of an **uninsured motor vehicle** or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. If agreement by arbitration is not reached within three months from the date of demand, the

insured person may bring an action against anyone responsible for the use of a vehicle involved in the accident.

Other Insurance

If there is other Uninsured Motorist Coverage which applies to a loss also covered by this policy, this policy shall be excess to such other insurance.

Part D - Coverage For Damage To Your Auto

Insuring Agreement

We will pay for direct and accidental loss to **your covered auto**, including its equipment, minus any applicable deductible shown on the Declarations page, provided the Declarations page indicates **Collision** and Comprehensive Coverages are in effect.

"**Collision**" means the upset of, or **collision** with another object by, **your covered auto**. **We** will pay for loss caused by **collision** only if the Declarations page indicates that **Collision** Coverage is provided. However, all other losses are considered Comprehensive losses and include, but are not limited to:

- | | |
|---------------------------------|-------------------------------------|
| 1. missiles or falling objects, | 6. hail, water or flood, |
| 2. fire, | 7. malicious mischief or vandalism, |
| 3. theft of larceny, | 8. riot or civil commotion, |
| 4. explosion or earthquake, | 9. contact with bird or animal, and |
| 5. windstorm, | 10. breakage of glass. |

If breakage of glass is caused by a **collision**, **you** may elect to have it considered a loss caused by **collision**.

If there is a loss to a **non-owned auto**, **we** will provide the broadest coverage applicable to **your covered auto** shown on the Declarations page.

Transportation Expenses (Theft of Covered Auto)

In addition, **we** will pay up to \$10 per day, to a maximum of \$300, for transportation expenses incurred by **you**. This applies only in the event of the total theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period:

1. beginning 48 hours after the theft has been reported to the police and to **us**, and
2. ending when **your covered auto** is returned to use or **we** pay for its loss.

Additional Transportation Expenses

Car Rental Expense

We will repay **you** the specified daily limit for the number of days **your** car is disabled, up to the maximum limit shown on the Declarations page when **you** rent a car from a rental agency or garage.

This coverage requires the payment of a separate prepaid premium, and a covered loss under Comprehensive or **Collision** coverage.

If **you** choose not to rent a car while **your** car is disabled, **we** will pay **you** \$10 per day for the number of days **your** car is disabled, up to the maximum limit shown on the Declarations page.

This coverage applies during the period starting:

1. when **your** car is not driveable, or
2. if **your** car is driveable but **you** leave it at the garage or repair shop for agreed repairs.

This coverage ends:

1. when **your** car has been repaired or replaced,
2. when **we** offer to pay for the loss, if **your** car can be repaired, or
3. five days after **we** offer to pay for the loss, if:
 - a. **your** car was stolen and not recovered, or
 - b. **we** declare it a total loss, whichever comes first.

Any car rental payable under this coverage is reduced by car rental paid under Comprehensive coverage for Transportation Expenses (Theft of Covered Auto).

Transportation, Meals, and Lodging

If your car is disabled more than 50 miles from your residence because of a loss which would be payable under Comprehensive or Collision coverage, we will repay you, up to the maximum limit specified on the Declarations page, for expenses incurred by you, your spouse and any relative residing in your household for:

1. commercial transportation fares to continue to your destination or residence,
2. extra meals and lodging needed when the loss to your car causes a delay en route. The expenses must be incurred between the time of the loss and your arrival at your destination or home or by the end of the fifth day, whichever occurs first, and
3. meals, lodging, and commercial transportation fares incurred by you or a person you choose to drive your car from the place of repair to your destination or residence.

Rental Car - Repayment of Deductible Amount Expense

We will repay the expense of any deductible amount you are required to pay the owner under Comprehensive or Collision coverage in effect on a substitute car rented from a car rental agency or garage, up to the maximum limit specified on the Declarations page.

Roadside Assistance Coverage

We will pay any reasonable cost you incur for your car, up to the maximum limit specified on the Declarations page, for:

1. mechanical labor at the place of its breakdown, we do not pay for the cost of parts,
 2. towing to the nearest place where the necessary repairs can be made during regular business hours if it is disabled,
 3. towing if disabled on or immediately next to a public highway, and
 4. delivery of gas, oil, loaned battery, or change of tire.
- WE DO NOT PAY FOR THE COST OF THESE ITEMS.**

Exclusions

We will not pay for:

1. loss to your covered auto which occurs while it is used to carry persons or property for a fee. This Exclusion does not apply to a share-the-expense car pool;
2. damage due and confined to:
 - a. wear and tear,
 - b. freezing,
 - c. mechanical or electrical breakdown or failure, or
 - d. road damage to tires.

This Exclusion does not apply if the damage results from the total theft of your covered auto;
3. loss due to or as a consequence of:
 - a. radioactive contamination,
 - b. discharge of any nuclear weapon (even if accidental),
 - c. war (declared or undeclared),
 - d. civil war,
 - e. insurrection, or
 - f. rebellion or revolution;
4. loss to tapes, records or other devices for use with equipment designed for the reproduction of sound unless listed on the Declarations page;
5. loss to a canopy, camper body or trailer not shown on the Declarations page;
6. loss to:
 - a. TV antennas,
 - b. awnings or cabanas, or
 - c. equipment designed to create additional living facilities;

7. loss to any of the following or their accessories:
 - a. citizens band radio,
 - b. two-way mobile radio,
 - c. telephone,
 - d. scanning monitor receiver (including radar detectors).

This exclusion does not apply if the equipment is permanently installed in the opening of the dash or console of the auto. This opening must be normally used by the auto manufacturer for the installation of a radio;

8. loss to any custom furnishings or equipment in or upon any vehicle. "Custom furnishings or equipment" means equipment, devices, accessories, enhancements and changes, other than those that are installed by the vehicle manufacturer, which alter the appearance or performance of a vehicle. This includes but is not limited to any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media, other than those that are installed by the vehicle manufacturer, which are permanently installed in your covered auto or non-owned vehicle using bolts or brackets, including slide-out brackets.

This exclusion does not apply to equipment permanently installed in the opening of the dash or console of the vehicle. This opening must be normally used by the vehicle manufacturer for the installation of a radio;

9. Exclusions 4, 6, 7 and 8 do not apply to equipment listed on the Declarations page;
10. loss to any non-owned auto or any vehicle used as a temporary substitute for a vehicle you own, when used by you or any family member without a reasonable belief that you or that family member are entitled to do so;
11. loss to any non-owned auto being maintained or used by any person while employed or otherwise engaged in the business of:
 - a. selling,
 - b. repairing,
 - c. servicing,
 - d. storing, or
 - e. parkingvehicles designed for use on public highways. This includes road testing and delivery;
12. loss to any non-owned auto being maintained or used by any person while employed or otherwise engaged in any business not described in Exclusion 11. This Exclusion (12.) does not apply to the maintenance or use by you or any family member of a non-owned auto which is a private passenger auto or trailer;
13. loss to any vehicle due to:
 - a. taking by any governmental authority,
 - b. conversion, embezzlement or secretion by any person who has the vehicle due to any lien, rental or sales agreement;
14. loss due to the ownership, maintenance or use of any motorized vehicle in or in preparation for any competitive speed test, race or contest;
15. loss intentionally caused by an insured person, whether caused directly, indirectly or at the direction of an insured person;
16. any reduction in the value of your covered auto or any non-owned auto after it has been repaired as compared to its value before it was damaged; or
17. loss to any all-terrain vehicle (ATV) or recreational off-road vehicle or their parts, equipment and accessories.

Limit of Liability

Our limit of liability for loss will be the least of the:

1. actual cash value of the stolen or damaged property,

2. amount necessary to repair or replace the property, or
3. any applicable Limit of Liability or Stated Amount vehicle coverage elected by you.

However, the most we will pay for loss to any non-owned auto which is a trailer is \$500.

Payment of Loss

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. you, or
2. the address shown in this policy.

We may keep all or part of the property at an agreed or appraised value.

No Benefit To Bailee

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

Other Insurance

If other insurance or any physical damage reimbursement from a source other than insurance also covers the loss, this policy shall be excess to such other insurance or reimbursement.

Appraisal

1. if you and we fail to agree on the amount of loss, either party may make written demand for an appraisal;
2. each party will select an appraiser and notify the other party of each appraiser's identity within 20 days after the demand is received;
3. the appraisers will select a competent and impartial umpire;
4. if the appraisers are unable to agree upon an umpire within 15 days after receiving notice of the identity of the appraisers (Item 2. above), you or we can ask a judge of a court of record in the county where your residence is located to select an umpire;
5. the appraisers shall then appraise the loss and submit to us written reports stating separately the loss to each item;
6. if the appraisers' reports are in agreement, we will pay the agreed upon amount;
7. if the appraisers cannot agree, they will submit reports to the umpire, and we will pay the amount agreed upon by any two; and
8. each party will pay the appraiser it has chosen and will pay an equal share of the expenses for the umpire and all other expenses of the appraisal.

Part E - Duties After An Accident Or Loss

General Duties

An insured person seeking any coverage must:

1. give to us immediate written notice, including:
 - a. your name and policy number,
 - b. the time, place and circumstances of the accident, occurrence or loss, and
 - c. the names and addresses of witnesses and injured persons;
2. cooperate with us in the investigation, settlement, or defense of any claim or suit;
3. immediately send to us copies of any notices or legal papers received in connection with the accident or loss, or if a suit is brought;

4. as often as **we** reasonably require, submit:
 - a. to physical exams by physicians **we** select. (**We** will pay for these exams.), and
 - b. to statements and examinations, while not in the presence of any other **insured person**, under oath, taken by any person named by **us** and sign the transcript of the examinations;
5. authorize **us** to obtain:
 - a. medical reports, and
 - b. other pertinent records; and
6. within 60 days after loss, send to **us** a completed proof of loss signed and sworn to by the **insured person**, including:
 - a. the information reported in 1. above,
 - b. the interests of **insured persons** and all others in the property,
 - c. all encumbrances on the property,
 - d. other policies covering the loss, and
 - e. changes in title, use, or possession of the property.

Additional Duties For Uninsured Motorist Coverage

A person seeking Uninsured Motorist Coverage must also promptly notify the police if a hit and run driver is involved.

Additional Duties For Coverage For Damage To Your Auto

A person seeking Coverage for Damage To Your Auto must also:

1. take reasonable steps after loss to protect **your covered auto** and its equipment from further loss. **We** will pay reasonable expenses incurred to do this;
2. promptly notify the police if **your covered auto** is stolen; and
3. permit **us** to inspect and appraise the damaged property before its repair or disposal.

Part F - General Conditions

Abandoned Property

We are not obliged to accept abandoned property.

Bankruptcy

Bankruptcy or insolvency of the **insured person** shall not relieve **us** of any obligations under this policy.

Changes

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. **We** may revise this policy form to provide more coverage without additional premium charge. If **we** do this, **your** policy will automatically provide the additional coverage as of the date the revision is effective in **your** state.

Legal Action Against Us

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under **Part A - Liability Coverage**, no legal action may be brought against **us** until:

1. **we** agree in writing that the **insured person** has an obligation to pay, or
2. the amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring **us** into any action to determine the liability of an **insured person**.

Loss Payable

We will pay **you** and the loss payee named in the policy for loss to a **covered auto**, as interest may appear. The insurance covers the interest of the loss payee unless

the loss results from fraudulent acts or omissions on **your** part. **We** may cancel the policy as allowed by cancelling this policy during the policy period. Cancellation ends this agreement as to the loss payee's interest. If **we** cancel the policy, **we** will mail advance notices to **you** and the loss payee. If **we** make any payment to the loss payee, **we** will obtain its rights against any other party.

Notice to Lienholder: In the event the policy should expire and not be renewed or is cancelled for any reason within three (3) years from the effective date, the loss payee named herein is to be given at least ten (10) days notice before such expiration or cancellation shall become effective with respect to his interests.

Our Right To Recover From Others

1. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another **we** shall be subrogated to that right. That person shall do:
 - a. whatever is necessary to enable **us** to exercise our rights; and
 - b. nothing after loss to prejudice them.

However, **our** rights in this paragraph do not apply under **Part D - Coverage For Damage To Your Auto**, against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.

2. If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - a. hold in trust for **us** the proceeds of the recovery;
 - b. reimburse **us** to the extent of **our** payment; and
 - c. there shall be no recovery of any payment to **you** or a **family member** for medical expenses.

Policy Period and Territory

This policy applies only to accidents and losses which occur:

1. during the policy period as shown on the Declarations page, and
2. within the policy territory.

The policy territory is:

1. The United States of America, its territories or possessions,
2. Puerto Rico, and
3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

Cancellation or Nonrenewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when, at a future date, the cancellation is to be effective.

We may cancel by mailing notice of cancellation to **you** at the address shown on the Declarations page or by delivering the notice not less than 10 days prior to the effective date of cancellation. Proof of mailing a notice is proof of notice.

If **you** do not pay the premium when due, whether payable to **us** in cash or under any payment plan, **we** may cancel this policy at any time.

If other insurance is obtained on **your covered auto**, similar insurance afforded under this policy for that vehicle will cease on the effective date of the other insurance.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** but the making or offering a refund is not a condition of cancellation. If **you** cancel, the refund will be based on **our** short rate table. If **we** cancel, the refund will be computed on a pro rata basis. The effective date of cancellation stated in a notice is the end of the policy period.

If **we** decide not to renew or not to continue this policy, **we** will notify **you** not less than 20 days before the end of the policy period. **We** will mail to **you** or deliver to **you** notice of nonrenewal at the address shown on the Declarations page. Proof of mailing a notice is proof of notice.

This policy will automatically terminate at the end of the policy period if **you** or **your** representative do not accept **our** offer to renew or continue it. **Your** failure to pay the required continuation or renewal premium means that **you** have declined **our** offer.

Transfer of Your Interest In This Policy

Your rights and duties under this policy may not be assigned without **our** written consent. However, if an **insured person** shown on the Declarations page dies, coverage will be provided for:

1. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as if an **insured person** shown on the Declarations page; or
2. The legal representative of the deceased person as if an **insured person** shown on the Declarations page. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

Two or More Auto Policies

If this policy and any other auto insurance policy issued to **you** by **us** apply to the same accident, the maximum limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

Fraud

We may deny coverage for any **insured person** who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

SECTION 3613.1 OF TITLE 36 OF THE OKLAHOMA STATUTES:

"WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

We may void this policy if an **insured person** has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, or acted fraudulently or made false statements relating to this insurance.

This policy covers the interests of the loss payee unless the loss results from fraudulent acts or omissions on **your** part.

Mutual Conditions

These conditions apply only if Company as named on the Declarations page is Oklahoma Farm Bureau Mutual Insurance Company.

1. Mutuality of Policy

By accepting this policy, **you** become a member of the Oklahoma Farm Bureau Mutual Insurance Company with all the rights and privileges of a member as provided in the Company By-laws in force at the time this policy takes effect, or that may become in force during the continuance of this policy. This will entitle **you** to vote **your** membership at any annual or regularly called special meeting either in person or by proxy executed on the application for this policy.

2. No Contingent Liability

This policy is nonassessable.

3. Participation In Savings and Earnings

This policy is on the mutual or participating plan, and **you**, during the continuance of this policy, will be entitled to participate in the Company's savings and earnings as the Board of Directors may

determine, in accordance with applicable law, to distribute to the policyholders of **your** class or division.

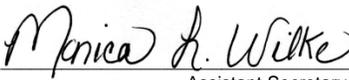
Acceptance of Policy

By acceptance of this policy, **you** agree that the statements in the application and the Declarations Page are **your** agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy, as it relates to this insurance, embodies all agreements existing between yourself and **us** or any of **our** agents.

This policy is signed by the President and Assistant Secretary of the Oklahoma Farm Bureau Mutual Insurance Company at Oklahoma City, Oklahoma and countersigned on the Declarations Page by an authorized representative of the Company.



President



Assistant Secretary

NOT A VALID AND COMPLETE CONTRACT UNTIL COUNTERSIGNED DECLARATIONS PAGE IS ATTACHED.

Specimen
Copy