OKLAHOMA CHANGES

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This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. Paragraph C. Limit Of Insurance in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.5. Limit Of Insurance – Covered Autos Liability in the Auto Dealers Coverage Form are changed by adding the following:

Covered Autos Liability Coverage is provided in this Coverage Part in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

2. Paragraph 2.b.(4) of the Who Is An Insured provision of the Auto Dealers Coverage Form does not apply.

B. Changes In Conditions

Paragraph **c.(2)** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and Paragraph **c.(2)** of the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form are replaced by the following:

(2) Take all reasonable steps, at our expense, to protect the covered "auto" from further damage. Also, keep a record of your expenses for consideration in the settlement of the claim.

C. Changes In Primacy For Certain Loaner Autos Owned By New Motor Vehicle Or New Powersports Vehicle Dealers

When two policies providing liability coverage apply to an "auto" that is owned by a new motor vehicle or new powersports vehicle dealer and loaned to an "insured" and:

1. One provides coverage to a Named Insured who is a new motor vehicle or new powersports vehicle dealer;

2. The other provides coverage to a person not engaged in that business; and

3. At the time of an "accident", a person described in 2. is operating the "auto", provided that:

a. The person is operating the "auto" with the permission of the dealer;

b. The change in financial responsibility is evidenced by a release signed by the person operating the "auto"; and

c. No fee or lease charge has been made by the dealer for the use of the "auto";

then the following provisions are changed, but only with respect to the situation described in Paragraphs **C.1.,** **C.2.** and **C.3.** of this endorsement:

(1) The Care, Custody Or Control Exclusion in Covered Autos Liability Coverage does not apply to "property damage" to such "auto".

(2) The following is added to Paragraph B. Exclusions of Physical Damage Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph 3. Exclusions of Physical Damage Coverage in the Auto Dealers Coverage Form:

If you are other than a new motor vehicle or new powersports vehicle dealer, this insurance does not apply to "loss" to such "auto".

(3) The Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are changed by adding the following and supersede any provision to the contrary:

The liability insurance of a person described in Paragraph **C.2.** of this endorsement is primary and the dealer's insurance is excess over any insurance available to that person.

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