

# Oklahoma UM Insurance Coverage – a One-Time Purchase?



This article originally appeared in the Journal Record's [Gavel to Gavel](#) column on Dec. 22, 2022.

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In Oklahoma, motor-vehicle insurance carriers must offer uninsured motorist (UM) coverage with each liability policy. Unless the insured rejects coverage, the carrier must provide it. By statute, UM coverage is “for the protection of persons insured,” and Oklahoma courts have held UM coverage follows the insured, not the vehicle in which the insured is injured.

Section 3636(E) of the Oklahoma Insurance Code provides the sole statutory exclusion: There is no coverage for any insured

while occupying a motor vehicle owned by, or furnished or available for the regular use of the named insured, a resident spouse of the named insured, or a resident relative of the named insured, if such motor vehicle is not insured by a motor vehicle insurance policy.

Oklahoma courts interpret “motor vehicle insurance policy” to include UM coverage, which raises an interesting question: What happens when you have multiple liability policies with a single carrier and purchased UM coverage under one but rejected it under another? In *Coates v. Progressive Direct Insurance Co.*, the Oklahoma Supreme Court provides helpful insight.

Mr. Coates was injured in a vehicle collision while driving his motorcycle. He was the named insured of two policies issued by one carrier: (1) a motorcycle liability policy, and (2) an automobile liability policy. He rejected UM coverage when he purchased the motorcycle policy but purchased it with the automobile policy.

The carrier denied Mr. Coates’ UM claim under the automobile policy, which excluded the named insured from coverage for injuries sustained while using another vehicle he owns that is not insured by the automobile policy.

The court clarified that its past interpretation of “motor vehicle insurance policy” is not absolute. Ultimately, the court held that because a liability policy covered the motorcycle, and Mr. Coates had purchased UM coverage, section 3636(E) would not exclude him from coverage; thus, the policy exclusion violated section 3636(E). Because the attempted exclusion tied UM coverage to the automobile instead of Mr. Coates, it did not provide the statutorily prescribed coverage.

After *Coates*, an insured who purchases UM coverage with one liability policy may question the benefit of purchasing it

with another. Because each liability policy could cover different insureds, and UM coverage applies to persons insured under the corresponding liability policy, the additional UM purchase could expand coverage to those different insureds.

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