



Please read the policy carefully. If there is an accident, contact your State Farm agent or one of our Claim Offices at once. (See "INSURED'S DUTIES" in this policy booklet.)

### **WARNING**

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile.

## **State Farm® Car Policy Booklet**

**California**  
Policy Form 9805B

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## THIS POLICY

1. This policy consists of:
  - a. the most recently issued Declarations Page;
  - b. the policy booklet version shown on that Declarations Page; and
  - c. any endorsements that apply, including those listed on that Declarations Page as well as those issued in connection with any subsequent renewal of this policy.
2. This policy contains all of the agreements between all named insureds who are shown on the Declarations Page and all applicants and:
  - a. **us**; and
  - b. any of **our** agents.
3. **We** agree to provide insurance according to the terms of this policy:
  - a. based on payment of the required premium when due for the coverages chosen; and
  - b. unless otherwise stated in "EXCEPTIONS, POLICY BOOKLET, & ENDORSEMENTS" on the Declarations Page, in reliance on the following statements:
    - (1) The named insured shown on the Declarations Page is the sole owner of **your car**.
    - (2) Neither **you** nor any member of **your** household has, within the past three years, had either:
      - (a) a license to drive; or
      - (b) a vehicle registration suspended, revoked, or refused.
    - (3) **Your car** is used for pleasure and business.
4. All named insureds shown on the Declarations Page and all applicants agree by acceptance of this policy that:
  - a. the statements in 3.b. above are made by such named insured or applicant and are true; and
  - b. **we** provide this insurance on the basis those statements are true.
5. **Your** purchase of this policy may allow:
  - a. **you** to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or
  - b. the premium or price for other products or services purchased by **you**, including non-insurance products or services, to vary. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

## DEFINITIONS

*We* define certain words and phrases below for use throughout the policy. Each coverage includes additional definitions only for use with that coverage. These definitions apply to the singular, plural, possessive, and any other form of these words and phrases. Defined words and phrases are printed in boldface italics.

***Bodily Injury*** means bodily injury to a ***person*** and sickness, disease, or death that results from it.

***Car*** means a land motor vehicle with four or more wheels, designed for use primarily on public roads. ***Car*** does not include:

1. Any vehicle while located for use as a dwelling or other premises; or
2. A truck-tractor designed to pull any type of trailer.

***Car Business*** means a business or job where the purpose is to sell, repair, service, deliver, test, road-test, park, or store land motor vehicles or any type of trailer.

***Domestic Partner*** means a ***person*** who is in a registered domestic partnership as qualified by California law.

***Fungi*** means any type or form of fungus or fungi and includes:

1. Mold;
2. Mildew; and
3. Any of the following that are produced or released by fungi:
  - a. Mycotoxins;
  - b. Spores;
  - c. Scents; or
  - d. Byproducts.

***Newly Acquired Car*** means a ***car*** newly ***owned by you***. A ***car*** ceases to be a ***newly acquired car*** on the earlier of:

1. the effective date and time of a policy, including any binder, issued by ***us*** or any other company that describes the ***car*** as an insured vehicle; or
2. the end of the 14th calendar day immediately following the date the ***car*** is delivered to ***you***.

If a ***newly acquired car*** is not otherwise afforded comprehensive coverage or collision coverage by this or any other policy, then this policy will provide Comprehensive Coverage or Collision Coverage for that ***newly acquired car***, subject to a deductible of \$500. Any coverage provided as a result of this paragraph will apply only until the end of the 5th calendar day immediately following the date the ***newly acquired car*** is delivered to ***you***.

***Non-Owned Car*** means a ***car*** that is in the lawful possession of ***you*** or any ***resident relative*** and that neither:

1. is ***owned by***:
  - a. ***you***;
  - b. any ***resident relative***;
  - c. any other ***person*** who resides primarily in ***your*** household; or
  - d. an employer of any ***person*** described in a., b., or c. above; nor
2. has been operated by, rented by, or in the possession of:
  - a. ***you***; or
  - b. any ***resident relative***

during any part of each of the 31 or more consecutive days immediately prior to the date of the accident or ***loss***.

***Occupying*** means in, on, entering, or exiting.

***Our*** means the Company issuing this policy as shown on the Declarations Page.

***Owned By*** means:

1. owned by;
2. registered to; or
3. leased, if the lease is written for a period of 31 or more consecutive days, to.

***Pedestrian*** means a ***person*** who is not ***occupying***:

1. a motorized vehicle; or
2. a vehicle designed to be pulled by a motorized vehicle.

***Person*** means a human being.

***Personal Vehicle Sharing*** means the use of a ***private passenger car*** by ***persons*** other than the vehicle's owner in connection with a ***personal vehicle sharing program*** or any similar program.

***Personal Vehicle Sharing Program*** means a legal entity qualified to do business in the State of California and engaged in the business of facilitating the sharing of ***private passenger cars*** for non-commercial use by individuals within the state.

***Private Passenger Car*** means:

1. a ***car*** of the private passenger type, other than a pickup truck, van, minivan, or sport utility vehicle, designed primarily to carry ***persons*** and their luggage; or
2. a pickup truck, van, minivan, or sport utility vehicle:
  - a. while not used for:

- (1) wholesale; or
  - (2) retail
- pickup or delivery; and
- b. that has a Gross Vehicle Weight Rating of 10,000 pounds or less.

**Resident Relative** means, except in Uninsured Motor Vehicle Coverage, a **person**, other than **you**, who resides with the first **person** shown as a named insured on the Declarations Page and who is:

1. related to that named insured or his or her spouse or **domestic partner** by blood, marriage, domestic partnership as qualified by California law, or adoption, including an unemancipated child of either who is away at school if such child:
  - a. otherwise maintains his or her residence with that named insured; and
  - b. is neither married nor a **domestic partner**; or
2. a ward or a foster child of that named insured, his or her spouse or **domestic partner**, or a **person** described in 1. above.

See **Additional Definitions** in Uninsured Motor Vehicle Coverage for the definition used in that coverage.

**State Farm Companies** means one or more of the following:

1. State Farm Mutual Automobile Insurance Company;
2. State Farm Fire and Casualty Company; and
3. Subsidiaries or affiliates of either 1. or 2. above.

**Temporary Substitute Car** means a **car** that is in the lawful possession of the **person** operating it and that:

1. replaces **your car** for a short time while **your car** is out of use due to its:
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. damage; or
  - e. theft; and

2. neither **you** nor the **person** operating it own or have registered.

If a **car** qualifies as both a **non-owned car** and a **temporary substitute car**, then it is considered a **temporary substitute car** only.

**Trailer** means:

1. a trailer:
  - a. designed to be pulled by a **private passenger car**;
  - b. not designed to carry **persons**; and
  - c. while not used as premises for office, store, or display purposes; or
2. a farm implement or farm wagon while being pulled on public roads by a **car**.

**Us** means the Company issuing this policy as shown on the Declarations Page.

**We** means the Company issuing this policy as shown on the Declarations Page.

**You** or **Your** means, except in Uninsured Motor Vehicle Coverage, the named insured or named insureds shown on the Declarations Page. If a named insured shown on the Declarations Page is a **person**, then "**you**" or "**your**" includes the spouse or **domestic partner** of the first **person** shown as a named insured if the spouse or **domestic partner** resides with that named insured.

See **Additional Definitions** in Uninsured Motor Vehicle Coverage for the definition used in that coverage.

**Your Car** means the vehicle shown under "YOUR CAR" on the Declarations Page. **Your Car** does not include a vehicle that **you** no longer own or lease.

If a **car** is shown on the Declarations Page under "YOUR CAR", and **you** ask **us** to replace it with a **car** newly **owned by you**, then the **car** being replaced will continue to be considered **your car** until the earliest of:

1. the end of the 30th calendar day immediately following the date the **car** newly **owned by you** is delivered to **you**;
2. the date this policy is no longer in force; or
3. the date **you** no longer own or lease the **car** being replaced.

## LIABILITY COVERAGE

This policy provides Liability Coverage if “A” is shown under “SYMBOLS” on the Declarations Page.

### Additional Definition

**Insured** means:

1. **you** and **resident relatives** for:
  - a. the ownership, maintenance, or use of:
    - (1) **your car**;
    - (2) a **newly acquired car**; or
    - (3) a **trailer**; and
  - b. the maintenance or use of:
    - (1) a **non-owned car**; or
    - (2) a **temporary substitute car**;
2. the first **person** shown as a named insured on the Declarations Page and that named insured’s spouse or **domestic partner** who resides with that named insured for the maintenance or use of a **car** that is **owned by**, or furnished by an employer to, a **person** who resides primarily in **your** household, but only if such **car** is neither **owned by**, nor furnished by an employer to, the first **person** shown as a named insured on the Declarations Page or that **person’s** spouse or **domestic partner**;
3. any other **person** for his or her use of:
  - a. **your car**;
  - b. a **newly acquired car**;
  - c. a **temporary substitute car**; or
  - d. a **trailer** while attached to a **car** described in a., b., or c. above.

Such vehicle must be used with **your** permission, express or implied, and within the scope of that permission; and
4. any other **person** or organization vicariously liable for the use of a vehicle by an **insured** as defined in 1., 2., or 3. above, but only for such vicarious liability. This provision applies only if the vehicle is neither **owned by**, nor hired by, that other **person** or organization.

**Insured** does not include the United States of America or any of its agencies.

### Insuring Agreement

1. **We** will pay damages an **insured** becomes legally liable to pay because of:
  - a. **bodily injury** to others; and
  - b. damage to propertycaused by an accident that involves a vehicle for which that **insured** is provided Liability Coverage by this policy.

2. **We** have the right to:
  - a. investigate, negotiate, and settle any claim or lawsuit;
  - b. defend an **insured** in any claim or lawsuit, with attorneys chosen by **us**; and
  - c. appeal any award or legal decisionfor damages payable under this policy’s Liability Coverage.

### Supplementary Payments

**We** will pay, in addition to the damages described in the **Insuring Agreement** of this policy’s Liability Coverage, those items listed below that result from such accident:

1. Attorney fees for attorneys chosen by **us** to defend an **insured** who is sued for such damages. **We** will not defend any lawsuit or pay attorney fees incurred:
  - a. after **we** deposit in court or pay:
    - (1) the amount due under the **Insuring Agreement** of this policy’s Liability Coverage; or
    - (2) the limit of this coverage; or
  - b. if there is no coverage under this policy;
2. Court costs awarded by the court against an **insured** and resulting from that part of the lawsuit:
  - a. that seeks damages payable under this policy’s Liability Coverage; and
  - b. against which **we** defend an **insured** with attorneys chosen by **us**.

**We** have no duty to pay court costs incurred after **we** deposit in court or pay the amount due under the **Insuring Agreement** of this policy’s Liability Coverage;
3. Interest the **insured** is legally liable to pay on damages payable under the **Insuring Agreement** of this policy’s Liability Coverage:
  - a. before a judgment, but only the interest on the lesser of:
    - (1) that part of the damages **we** pay; or
    - (2) this policy’s applicable Liability Coverage limit; and
  - b. after a judgment.

**We** have no duty to pay interest that accrues after **we** deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy’s Liability Coverage. **We** also have no duty to pay interest that accrues on any damages paid or payable by a party other than the **insured** or **us**;

4. Premiums for bonds, provided by a company chosen by **us**, required to appeal a decision in a lawsuit against an **insured**. **We** have no duty to:
  - a. pay for any bond with a face amount that exceeds this policy's applicable Liability Coverage limit;
  - b. furnish or apply for any bonds; or
  - c. pay premiums for bonds purchased after **we** deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage; and
5. The following costs and expenses if related to and incurred after a lawsuit has been filed against an **insured**:
  - a. Loss of wages or salary, but not other income, up to \$200 for each day an **insured** attends, at **our** request:
    - (1) an arbitration;
    - (2) a mediation; or
    - (3) a trial of a lawsuit; and
  - b. Reasonable expenses incurred by an **insured** at **our** request other than loss of wages, salary, or other income.

The amount of any of the costs or expenses listed above that are incurred by an **insured** must be reported to **us** before **we** will pay such incurred costs or expenses.

#### Limits

1. The Liability Coverage limits for **bodily injury** are shown on the Declarations Page under "Liability Coverage – Bodily Injury Limits – Each Person, Each Accident."
2. The limit shown under "Each Person" is the most **we** will pay for all damages resulting from **bodily injury** to any one **person** injured in any one accident, including all damages sustained by other **persons** as a result of that **bodily injury**. The limit shown under "Each Accident" is the most **we** will pay, subject to the limit for "Each Person", for all damages resulting from **bodily injury** to two or more **persons** injured in the same accident.
3. The Liability Coverage limit for damage to property is shown on the Declarations Page under "Liability Coverage – Property Damage Limit – Each Accident". The limit shown is the most **we** will pay for all damages resulting from damage to property in any one accident.
4. These Liability Coverage limits shall be reduced by payments for **bodily injury** damages made to or for the **insured** under the Uninsured Motor Vehicle Coverage of this policy.
5. These Liability Coverage limits are the most **we** will pay regardless of the number of:
  - a. **insureds**;
  - b. claims made;
  - c. vehicles insured; or
  - d. vehicles involved in the accident.

#### Nonduplication

**We** will not pay any damages or expenses under Liability Coverage that have already been paid as expenses under Medical Payments Coverage of any policy issued by the **State Farm Companies** to **you** or any **resident relative**.

#### Exclusions

THERE IS NO COVERAGE FOR AN **INSURED**:

1. WHO INTENTIONALLY CAUSES, OR DIRECTS ANOTHER **PERSON** TO INTENTIONALLY CAUSE, **BODILY INJURY** OR DAMAGE TO PROPERTY;
2. FOR **BODILY INJURY** TO ANY **INSURED** OR FOR **BODILY INJURY** TO ANY **INSURED** WHENEVER THE ULTIMATE BENEFITS OF THAT INDEMNIFICATION ACCRUE DIRECTLY OR INDIRECTLY TO AN **INSURED**;
3. OR FOR THAT **INSURED'S** INSURER FOR ANY OBLIGATION UNDER ANY TYPE OF WORKERS' COMPENSATION LAW;
4. FOR **BODILY INJURY** TO THAT **INSURED'S** EMPLOYEE WHICH ARISES OUT OF AND IN THE COURSE OF THAT EMPLOYEE'S EMPLOYMENT. This exclusion does not apply to that **insured's** household employee who is neither covered, nor required to be covered, under workers' compensation insurance;
5. FOR **BODILY INJURY** TO THAT **INSURED'S** FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT. This exclusion does not apply to **you** and **resident relatives** who are legally liable for **bodily injury** to fellow employees;
6. FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS BEING USED TO CARRY **PERSONS** FOR A CHARGE. This exclusion does not apply to the use of a **private passenger car** on a share-the-expense basis;
7. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT **INSURED'S** EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A **CAR BUSINESS**. This exclusion does not apply to:

- a. *you*;
  - b. any *resident relative*; or
  - c. any agent, employee, or business partner of a. or b. above
- while maintaining or using *your car*, a *newly acquired car*, a *temporary substitute car*, or a *trailer owned by you*;
- 8. WHILE THAT **INSURED** IS VALET PARKING A VEHICLE;
  - 9. WHILE MAINTAINING OR USING ANY VEHICLE OTHER THAN **YOUR CAR**, A **NEWLY ACQUIRED CAR**, A **TEMPORARY SUBSTITUTE CAR**, OR A **TRAILER** IN ANY BUSINESS OR OCCUPATION OTHER THAN A **CAR BUSINESS** OR VALET PARKING. This exclusion does not apply to the maintenance or use of a *private passenger car*;
  - 10. FOR DAMAGE TO PROPERTY, INCLUDING A MOTOR VEHICLE OPERATED BY ANY **INSURED**, WHILE IT IS:
    - a. **OWNED BY**;
    - b. RENTED TO;
    - c. IN THE CHARGE OF; OR
    - d. TRANSPORTED BY **YOU**, A **RESIDENT RELATIVE**, OR THE **PERSON** WHO IS LEGALLY LIABLE FOR THE DAMAGE. This exclusion does not apply to damage to a:
      - a. motor vehicle *owned by* the employer of *you* or any *resident relative* if such damage is caused by an *insured* while operating another motor vehicle;
      - b. residence while rented to or leased to an *insured*; or
      - c. private garage while rented to or leased to an *insured*;
  - 11. FOR LIABILITY ASSUMED UNDER ANY CONTRACT;
  - 12. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION;
  - 13. WHILE USING A **TRAILER** WITH A MOTOR VEHICLE IF THAT **INSURED** IS NOT PROVIDED LIABILITY COVERAGE BY THIS POLICY FOR THE USE OF THAT MOTOR VEHICLE;
  - 14. FOR THE OWNERSHIP, MAINTENANCE, OR USE OF ANY VEHICLE WHILE IT IS:
    - a. OFF PUBLIC ROADS AND BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
    - b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (14.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving;
  - 15. FOR THE OWNERSHIP, MAINTENANCE, OR USE OF **YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE USED IN **PERSONAL VEHICLE SHARING**; OR
  - 16. WHO IS AN EMPLOYEE OF THE UNITED STATES OF AMERICA OR ANY OF ITS AGENCIES, IF THE PROVISIONS OF THE FEDERAL TORT CLAIMS ACT APPLY.
- If Other Liability Coverage Applies**
- 1. If Liability Coverage provided by this policy and one or more other Car Policies issued to *you* or any *resident relative* by the **State Farm Companies** apply to the same accident, then:
    - a. the Liability Coverage limits of such policies will not be added together to determine the most that may be paid; and
    - b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. *We* may choose one or more policies from which to make payment.
  - 2. The Liability Coverage provided by this policy applies as primary coverage for the ownership, maintenance, or use of *your car* or a *trailer* attached to it.
    - a. If:
      - (1) this is the only Car Policy issued to *you* or any *resident relative* by the **State Farm Companies** that provides Liability Coverage which applies to the accident as primary coverage; and
      - (2) liability coverage provided by one or more sources other than the **State Farm Companies** also applies as primary coverage for the same accident,
- then *we* will pay the proportion of damages payable as primary that *our* applicable limit bears to the sum of *our* applicable limit and the limits of all other liability coverage that apply as primary coverage.



- b. If:
- (1) more than one Car Policy issued to **you** or any **resident relative** by the **State Farm Companies** provides Liability Coverage which applies to the accident as primary coverage; and
  - (2) liability coverage provided by one or more sources other than the **State Farm Companies** also applies as primary coverage for the same accident,
- then the **State Farm Companies** will pay the proportion of damages payable as primary that the maximum amount that may be paid by the **State Farm Companies** as determined in 1. above bears to the sum of such amount and the limits of all other liability coverage that apply as primary coverage.
3. Except as provided in 2. above, the Liability Coverage provided by this policy applies as excess coverage.
- a. If:
- (1) this is the only Car Policy issued to **you** or any **resident relative** by the **State Farm Companies** that provides Liability Coverage which applies to the accident as excess coverage; and
  - (2) liability coverage provided by one or more sources other than the **State Farm Companies** also applies as excess coverage for the same accident,
- then **we** will pay the proportion of damages payable as excess that **our** applicable limit bears to the sum of **our** applicable limit and the limits of all other liability coverage that apply as excess coverage.
- b. If:
- (1) more than one Car Policy issued to **you** or any **resident relative** by the

**State Farm Companies** provides Liability Coverage which applies to the accident as excess coverage; and

- (2) liability coverage provided by one or more sources other than the **State Farm Companies** also applies as excess coverage for the same accident,

then the **State Farm Companies** will pay the proportion of damages payable as excess that the maximum amount that may be paid by the **State Farm Companies** as determined in 1. above bears to the sum of such amount and the limits of all other liability coverage that apply as excess coverage.

#### Required Out-of-State Liability Coverage

If:

1. an **insured** is in another state of the United States of America, a territory or possession of the United States of America, the District of Columbia, or any province or territory of Canada, and as a nonresident becomes subject to its motor vehicle compulsory insurance law, financial responsibility law, or similar law; and
2. this policy does not provide at least the minimum liability coverage required by such law for such nonresident,

then this policy will be interpreted to provide the minimum liability coverage required by such law.

This provision does not apply to liability coverage required by law for motor carriers of passengers or motor carriers of property.

#### Financial Responsibility Certification

When this policy is certified under any law as proof of future financial responsibility, and while required during the policy period, this policy will comply with such law to the extent required.

### MEDICAL PAYMENTS COVERAGE

This policy provides Medical Payments Coverage if "C" is shown under "SYMBOLS" on the Declarations Page.

#### Additional Definitions

**Insured** means:

1. **you** and **resident relatives**:
  - a. while **occupying**:
    - (1) **your car**;

- (2) a **newly acquired car**;
- (3) a **temporary substitute car**;
- (4) a **non-owned car**; or
- (5) a **trailer** while attached to a **car** described in (1), (2), (3), or (4) above; or

- b. if struck as a **pedestrian** by a motor vehicle or any type of trailer; and
2. any other **person** while **occupying**:

- a. *your car*;
- b. a *newly acquired car*;
- c. a *temporary substitute car*; or
- d. a *trailer* while attached to a *car* described in a., b., or c. above.

Such vehicle must be used within the scope of *your* consent.

**Medical Expenses** mean *reasonable expenses* for *medical services*.

**Medical Services** mean treatments, procedures, products, and other services that are:

1. necessary to achieve maximum medical improvement for the *bodily injury*;
2. rendered by a healthcare provider:
  - a. who is licensed as a healthcare provider if a license is required by law; and
  - b. within the legally authorized scope of that healthcare provider's practice;
3. commonly and customarily recognized throughout the medical profession and within the United States of America as appropriate for the treatment of the *bodily injury*;
4. primarily designed to serve a medical purpose;
5. not experimental; and
6. not for research purposes.

**Reasonable Expenses** mean the lowest one of the following charges:

1. The usual and customary fees charged by a majority of healthcare providers who provide similar *medical services* in the geographical area in which the charges were incurred;
2. The fee specified in any fee schedule:
  - a. applicable to medical payments coverage, no-fault coverage, or personal injury protection coverage included in motor vehicle liability policies issued in the state where *medical services* are provided; and
  - b. as prescribed or authorized by the law of the state where *medical services* are provided;
3. The fees agreed to by both the *insured's* healthcare provider and *us*; or
4. The fees agreed upon between the *insured's* healthcare provider and a third party when *we* have a contract with such third party.

#### **Insuring Agreement**

*We* will pay:

1. *medical expenses* that an *insured* is legally obligated to pay because of *bodily injury* that is

sustained by an *insured* and caused by a motor vehicle accident if:

- a. that *insured* is first provided *medical services* within one year immediately following the date of the accident; and
  - b. such *medical expenses* are for *medical services* that are provided within three years immediately following the date of the accident; and
2. funeral expenses incurred for an *insured* who dies within three years immediately following the date of a motor vehicle accident if the death is a direct result of *bodily injury* sustained in such accident.

#### **Determining Medical Expenses**

*We* have the right to:

1. obtain and use:
  - a. utilization reviews;
  - b. peer reviews; and
  - c. medical bill reviews
 to determine if the incurred charges are *medical expenses*;
2. use a medical examination of the *insured* to determine if:
  - a. the *bodily injury* was caused by a motor vehicle accident; and
  - b. the expenses incurred are *medical expenses*; and
3. enter into a contract with a third party that has an agreement with the *insured's* healthcare provider to charge fees as determined by that agreement.

#### **Arbitration**

1. If there is a disagreement as to whether incurred charges are *medical expenses*, then the disagreement will be resolved by arbitration upon written request of the *insured* or *us*.
2. The arbitration will take place in the county in which the *insured* resides unless the parties agree to another location.

The *insured* and *we* will each select a competent arbitrator. These two arbitrators will select a third competent arbitrator. If they are unable to agree on the third arbitrator within 30 days, then either the *insured* or *we* may petition a court that has jurisdiction to select the third arbitrator.

Each party will pay the cost of its own arbitrator, attorneys, and expert witnesses, as well as any other expenses incurred by that party. Both parties will share equally the cost of the third arbitrator.

3. The arbitrators shall only decide whether incurred charges are **medical expenses**. Arbitrators shall have no authority to decide any other questions of fact, decide any questions of law, or conduct arbitration on a class-wide or class-representative basis.
4. A written decision that is both agreed upon by and signed by any two arbitrators, and that also contains an explanation of how they arrived at their decision, will be binding on:
  - a. **us**;
  - b. the **insured**;
  - c. any assignee of the **insured**; and
  - d. any **person** or organization with whom the **insured** expressly or impliedly contracts for **medical services**.
5. Subject to 1., 2., 3., and 4. above, state court rules governing procedure and admission of evidence will be used.
6. **We** do not waive any of **our** rights by submitting to arbitration.

#### Limit

The Medical Payments Coverage limit is shown on the Declarations Page under "Medical Payments Coverage – Limit – Each Person". This limit is the most **we** will pay for the **medical expenses** and funeral expenses combined, incurred by or on behalf of any one **insured** as a result of any one accident, regardless of the number of:

1. **insureds**;
2. claims made;
3. vehicles insured; or
4. vehicles involved in the accident.

Subject to the limit shown on the Declarations Page, the most **we** will pay for funeral expenses incurred for any one **insured** is \$3,000.

#### Nonduplication

**We** will not pay any **medical expenses** or funeral expenses under Medical Payments Coverage that have already been paid:

1. as damages under Liability Coverage or Uninsured Motor Vehicle Coverage of any policy issued by the **State Farm Companies** to **you** or any **resident relative**; or
2. by or on behalf of a party who is legally liable for the **insured's bodily injury**.

#### Exclusions

THERE IS NO COVERAGE FOR AN **INSURED**:

1. WHO IS STRUCK AS A **PEDESTRIAN** BY A MOTOR VEHICLE, **OWNED BY** THAT **INSURED** OR **YOU**, IF IT IS NOT **YOUR CAR** OR A **NEWLY ACQUIRED CAR**;

2. IF ANY WORKERS' COMPENSATION LAW APPLIES TO THAT **INSURED'S BODILY INJURY**;
3. WHO IS **OCCUPYING** A VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN **INSURED**;
4. WHO IS **OCCUPYING** A VEHICLE WHILE IT IS BEING USED TO CARRY **PERSONS** FOR A CHARGE. This exclusion does not apply to:
  - a. the use of a **private passenger car** on a share-the-expense basis; or
  - b. an **insured** while **occupying a non-owned car** as a passenger;
5. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT **INSURED'S** EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A **CAR BUSINESS**. This exclusion does not apply to:
  - a. **you**;
  - b. any **resident relative**; or
  - c. any agent, employee, or business partner of a. or b. above
 while maintaining or using **your car**, a **newly acquired car**, a **temporary substitute car**, or a **trailer owned by you**;
6. WHILE THAT **INSURED** IS VALET PARKING A VEHICLE;
7. WHILE MAINTAINING OR USING A **NON-OWNED CAR** IN ANY BUSINESS OR OCCUPATION OTHER THAN A **CAR BUSINESS** OR VALET PARKING. This exclusion does not apply to the maintenance or use of a **private passenger car**;
8. WHO IS EITHER **OCCUPYING** OR STRUCK AS A **PEDESTRIAN** BY A VEHICLE THAT IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES;
9. WHO IS STRUCK AS A **PEDESTRIAN** BY A VEHICLE THAT:
  - a. IS DESIGNED FOR USE PRIMARILY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR
  - b. RUNS ON RAILS OR CRAWLER-TREADS;
10. WHOSE **BODILY INJURY** RESULTS FROM WAR OF ANY KIND;
11. WHOSE **BODILY INJURY** RESULTS FROM:
  - a. NUCLEAR REACTION;
  - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR

- c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
- 12. WHOSE **BODILY INJURY** RESULTS FROM THE DISCHARGE OF A FIREARM OR FROM ANY OTHER WEAPON;
- 13. WHOSE **BODILY INJURY** RESULTS FROM EXPOSURE TO **FUNGI**;
- 14. WHO IS **OCCUPYING** A VEHICLE WHILE IT IS:
  - a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
  - b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (14.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving; or
- 15. WHO IS **OCCUPYING YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE USED IN **PERSONAL VEHICLE SHARING**.

**If Other Medical Payments Coverage or Similar Vehicle Insurance Applies**

- 1. An **insured** shall not recover for the same **medical expenses** or funeral expenses under both this coverage and other medical payments coverage or similar vehicle insurance.
- 2. If Medical Payments Coverage provided by this policy and one or more other vehicle policies issued to **you** or any **resident relative** by the **State Farm Companies** apply to the same **bodily injury**, then:
  - a. the Medical Payments Coverage limits of such policies shall not be added together to determine the most that may be paid; and
  - b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. **We** may choose one or more policies from which to make payment.
- 3. The Medical Payments Coverage provided by this policy applies as primary coverage for an **insured** who sustains **bodily injury** while **occupying your car** or a **trailer** attached to it.
  - a. If:
    - (1) this is the only vehicle policy issued to **you** or any **resident relative** by the

**State Farm Companies** that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and

- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the **State Farm Companies** also applies as primary coverage for the same accident,

then **we** will pay the proportion of **medical expenses** and funeral expenses payable as primary that **our** applicable limit bears to the sum of **our** applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.

b. If:

- (1) more than one vehicle policy issued to **you** or any **resident relative** by the **State Farm Companies** provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the **State Farm Companies** also applies as primary coverage for the same accident,

then the **State Farm Companies** will pay the proportion of **medical expenses** and funeral expenses payable as primary that the maximum amount that may be paid by the **State Farm Companies** as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.

- 4. Except as provided in 3. above, the Medical Payments Coverage provided by this policy applies as excess coverage.

a. If:

- (1) this is the only vehicle policy issued to **you** or any **resident relative** by the **State Farm Companies** that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the **State Farm Companies** also applies as excess coverage for the same accident,

then *we* will pay the proportion of *medical expenses* and funeral expenses payable as excess that *our* applicable limit bears to the sum of *our* applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

b. If:

- (1) more than one vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident,

then the *State Farm Companies* will pay the proportion of *medical expenses* and funeral expenses payable as excess that the maximum amount that may be paid by the *State Farm Companies* as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

#### **Our Payment Options**

*We* may, at *our* option, make payment to one or more of the following:

1. The *insured*;
2. The *insured's* surviving spouse;
3. A parent or guardian of the *insured*, if the *insured* is a minor or an incompetent *person*;
4. A *person* authorized by law to receive such payment; or
5. Any *person* or organization that provides the *medical services* or funeral services.

### **UNINSURED MOTOR VEHICLE COVERAGE**

This policy provides Uninsured Motor Vehicle Coverage if "U" is shown under "SYMBOLS" on the Declarations Page.

#### **Additional Definitions**

*Insured* means:

1. *you*;
2. *resident relatives*;
3. any other *person* while *occupying*:
  - a. *your car*;
  - b. a *newly acquired car*; or
  - c. a *temporary substitute car*.

Such vehicle must be used within the scope of *your* consent. Such other *person occupying* a public or livery conveyance is not an *insured*; and

4. any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* as defined in 1., 2., or 3. above.

*Resident Relative* means a *person*, other than *you*, who resides with either a named insured shown on the Declarations Page or the spouse or *domestic partner* of that named insured, and who is:

1. related to that named insured or his or her spouse or *domestic partner* by blood, marriage,

domestic partnership as qualified by California law, or adoption, including an unemancipated child of either who is away at school and is neither married nor a *domestic partner*; or

2. a ward or a foster child of that named insured, his or her spouse or *domestic partner*, or a *person* described in 1. above.

*Underinsured Motor Vehicle* means a land motor vehicle, the ownership, maintenance, or use of which is insured, self-insured, or for which a cash deposit or bond has been posted to satisfy a financial responsibility law, but such liability coverage limits are less than the Uninsured Motor Vehicle Coverage limits of this policy.

*Uninsured Motor Vehicle* means:

1. a land motor vehicle the ownership, maintenance, and use of which is:
  - a. not insured or bonded for bodily injury liability at the time of the accident; or
  - b. insured or bonded for bodily injury liability at the time of the accident; but
    - (1) the limits are less than required by the financial responsibility act of California; or
    - (2) the insuring company;

- (a) denies that its policy provides liability coverage for compensatory damages that result from the accident;
  - (b) refused to admit coverage except conditionally or with reservation; or
  - (c) is or becomes insolvent within one year of the accident;
- 2. an **underinsured motor vehicle**; or
- 3. a “hit-and-run” land motor vehicle whose owner or operator remains unknown and which has physical contact with:
  - a. an **insured**; or
  - b. the vehicle an **insured** is **occupying**.

**Uninsured Motor Vehicle** does not include a land motor vehicle:

- 1. whose ownership, maintenance, or use is provided Liability Coverage by this policy;
- 2. **owned by** or operated by **you**, any **resident relative**, or any resident of **your** household unless:
  - a. the vehicle strikes an **insured**;
  - b. the vehicle is **owned by** the injured **insured**; and
  - c. the vehicle is being operated, or caused to be operated by a **person** without the injured **insured’s** consent in connection with criminal activity that has been documented in a police report and that the injured **insured** is not a party to such activity;
- 3. self-insured within the meaning of the motor vehicle financial responsibility law of the state in which the motor vehicle is registered;
- 4. **owned by** the United States of America, Canada, a state or political subdivision of any of those governments, or an agency of any of the foregoing;
- 5. that is any equipment or vehicle designed or modified for use primarily off public roads except while actually upon public roads; or
- 6. while located for use as a residence or premises and not as a vehicle.

**You** or **Your** means the named insured or named insureds shown on the Declarations Page. If a named insured shown on the Declarations Page is a **person**, then “**you**” or “**your**” includes the spouse or **domestic partner** of that named insured.

## Insuring Agreement

**We** will pay compensatory damages for **bodily injury** an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be:

- 1. sustained by an **insured**; and
- 2. caused by an accident arising out of the operation, maintenance, or use of an **uninsured motor vehicle** as a motor vehicle.

If the damages are caused by an **underinsured motor vehicle**, then **we** will pay only if the full amount of all available limits of all motor vehicle bodily injury liability insurance, self-insurance, or cash deposits or bonds posted to satisfy a financial responsibility law that apply to the **insured’s bodily injury** have been exhausted by payment of judgments or settlements, and proof of the payment is submitted to **us**.

## Deciding Fault and Amount

Two questions must be decided by agreement between the **insured** and **us**:

- 1. Is the **insured** legally entitled to collect damages from the owner or operator of the **uninsured motor vehicle**; and
- 2. If so, in what amount?

If there is no agreement, upon written request of the **insured** or **us**, these questions shall be decided by arbitration as provided by section 11580.2 of the California Insurance Code. The **insured’s** written request must be sent to **us** by certified mail, return receipt requested. The arbitration judgment may be filed in any court having jurisdiction. Both parties will share the cost of arbitration equally. Attorney fees and fees for medical and other expert witnesses are not considered costs of arbitration.

**We** are not bound by any judgment against any **person** or organization obtained without **our** written consent.

Arbitrators shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

## Limits

- 1. The Uninsured Motor Vehicle Coverage limits are shown on the Declarations Page under “Uninsured Motor Vehicle Coverage – Bodily Injury Limits – Each Person, Each Accident”.
- 2. If the damages are caused by an **uninsured motor vehicle** other than an **underinsured motor vehicle**, then the limit shown under “Each Person” is the most **we** will pay for all damages resulting from **bodily injury** to any one **insured** injured in any one accident, including all damages sustained by other **insureds** as a result of that **bodily injury**. The limit shown under

“Each Accident” is the most *we* will pay, subject to the limit for “Each Person”, for all damages resulting from *bodily injury* to two or more *insureds* injured in the same accident.

3. If the damages are caused by an *underinsured motor vehicle*, then:
  - a. The most *we* will pay for all damages resulting from *bodily injury* to any one *insured* injured in any one accident, including all damages sustained by other *insureds* as a result of that *bodily injury*, is the lesser of:
    - (1) the limit shown under “Each Person” reduced by the sum of all payments for damages resulting from that *bodily injury* made by or on behalf of any *person* or organization who is or may be held legally liable for that *bodily injury*; or
    - (2) the amount of all damages resulting from that *bodily injury* reduced by the sum of all payments for damages resulting from that *bodily injury* made by or on behalf of any *person* or organization who is or may be held legally liable for that *bodily injury*.
  - b. Subject to a. above, the most *we* will pay for all damages resulting from *bodily injury* to two or more *insureds* injured in the same accident is the limit shown under “Each Accident” reduced by the sum of all payments for *bodily injury* made to all *insureds* by or on behalf of any *person* or organization who is or may be held legally liable for the *bodily injury*.
4. The limits described in items 2. and 3. above shall be reduced by:
  - a. payments for *bodily injury* damages made to or for the *insured* under the Liability Coverage of this policy; and
  - b. the amount paid and the present value of all amounts payable to an *insured*, his or her executor, administrator, heirs, or legal representative under any workers compensation law, exclusive of non-occupational disability benefits.
5. These Uninsured Motor Vehicle Coverage limits are the most *we* will pay regardless of the number of:
  - a. *insureds*;
  - b. claims made;
  - c. vehicles insured; or
  - d. vehicles involved in the accident.

### Nonduplication

*We* will not pay under Uninsured Motor Vehicle Coverage any damages that have already been paid as expenses under Medical Payments Coverage of this policy or the medical payments coverage of any other policy.

### Exclusions

THERE IS NO COVERAGE:

1. FOR AN *INSURED* WHO, WITHOUT *OUR* WRITTEN CONSENT, SETTLES WITH OR PROSECUTES TO JUDGMENT ANY ACTION AGAINST ANY *PERSON* OR ORGANIZATION WHO MAY BE LIABLE FOR THE *BODILY INJURY* AND THEREBY IMPAIRS *OUR* RIGHT TO RECOVER *OUR* PAYMENTS. This exclusion does not apply to a settlement or a judgment for damages resulting from *bodily injury* caused by an *underinsured motor vehicle*;
2. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* WHILE *OCCUPYING* A MOTOR VEHICLE, OTHER THAN *YOUR CAR* OR A *NEWLY ACQUIRED CAR*, THAT IS OWNED BY, OR LEASED UNDER A WRITTEN CONTRACT FOR A PERIOD OF SIX MONTHS OR LONGER, TO:
  - a. *YOU*; OR
  - b. ANY *RESIDENT RELATIVE*. This exclusion (2.b.) does not apply to *you* while *occupying* a motor vehicle that is not owned by or leased to any *person* included in the definition of *you*;
3. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM THE DISCHARGE OF A FIREARM OR FROM ANY OTHER WEAPON;
4. TO THE EXTENT IT BENEFITS DIRECTLY OR INDIRECTLY:
  - a. ANY WORKERS’ COMPENSATION CARRIER; OR
  - b. A SELF-INSURER UNDER ANY WORKERS’ COMPENSATION LAW;
5. TO THE EXTENT IT BENEFITS DIRECTLY THE UNITED STATES, ANY STATE, OR ANY POLITICAL SUBDIVISION THEREOF;
6. FOR AN *INSURED* WHO IS *OCCUPYING YOUR CAR* OR A *NEWLY ACQUIRED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*;
7. FOR AN *INSURED* WHILE *OCCUPYING* A MOTOR VEHICLE RENTED OR LEASED TO THAT *INSURED* FOR PUBLIC OR LIV-  
ERY PURPOSES;

8. FOR AN **INSURED** WHILE **OCCUPYING** A MOTOR VEHICLE OTHER THAN **YOUR CAR** OR A **NEWLY ACQUIRED CAR** IF THE OWNER HAS UNINSURED MOTOR VEHICLE COVERAGE OR UNDERINSURED MOTOR VEHICLE COVERAGE ON THAT MOTOR VEHICLE WITH LIMITS EQUAL TO OR GREATER THAN THE UNINSURED MOTOR VEHICLE COVERAGE LIMITS PROVIDED BY THIS POLICY;
9. FOR AN **INSURED** WHOSE **BODILY INJURY** RESULTS FROM:
  - a. NUCLEAR REACTION;
  - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
  - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
10. FOR PUNITIVE OR EXEMPLARY DAMAGES; OR
11. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.

**If Other Uninsured Motor Vehicle Coverage Applies**

1. Regardless of the number of vehicles involved, whether insured or not, **persons** covered, claims made, premiums paid, or the number of premiums shown on the policy, in no event shall the limits of coverage for two or more motor vehicles, or two or more policies be added together, combined, or stacked to determine the limit of uninsured motor vehicle coverage available to an **insured**.

2. The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an **insured** who sustains **bodily injury** while **occupying your car**.

If the Uninsured Motor Vehicle Coverage provided by this policy and the uninsured motor vehicle coverage provided by one or more other sources both apply as primary coverage for the same accident, then **we** will pay the proportion of damages payable as primary that the applicable limit of this policy bears to the sum of that limit and the limits of all other uninsured motor vehicle coverage that apply as primary coverage.

3. Except as provided in 2. above, the Uninsured Motor Vehicle Coverage provided by this policy applies as excess coverage.

If the Uninsured Motor Vehicle Coverage provided by this policy and the uninsured motor vehicle coverage provided by one or more other sources both apply as excess coverage for the same accident, then **we** will pay the proportion of damages payable as excess that the applicable limit of this policy bears to the sum of that limit and the limits of all other uninsured motor vehicle coverage that apply as excess coverage.

**Our Payment Options**

**We** may, at **our** option, make payment to one or more of the following:

1. The **insured**;
2. The **insured's** surviving spouse;
3. A parent or guardian of the **insured**, if the **insured** is a minor or an incompetent **person**; or
4. A **person** authorized by law to receive such payment.

**UNINSURED MOTOR VEHICLE PROPERTY DAMAGE COVERAGE**

This policy provides Uninsured Motor Vehicle Property Damage Coverage if "U1" is shown under "SYMBOLS" on the Declarations Page.

**Additional Definitions**

**Property Damage** means damage to **your car** or a **newly acquired car** and does not include loss of use of such vehicle.

**Uninsured Motor Vehicle** means a land motor vehicle which involves actual, direct physical contact with **your car** or a **newly acquired car** and the ownership, maintenance, and use of which is:

1. not insured or bonded for property damage liability at the time of the accident; or
2. insured or bonded for property damage liability at the time of the accident; but
  - a. the limits are less than required by the financial responsibility act of California; or
  - b. the insuring company:
    - (1) denies that its policy provides liability coverage for **property damage** that results from the accident;



- (2) refused to admit coverage except conditionally or with reservation; or
- (3) is or becomes insolvent within one year of the accident;

A land motor vehicle is an **uninsured motor vehicle** only if the owner or operator of the vehicle is identified, or if the vehicle is identified by its license number.

**Uninsured Motor Vehicle** does not include a land motor vehicle:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy;
2. **owned by** or operated by **you**, any **resident relative**, or any resident of **your** household;
3. self-insured within the meaning of the financial responsibility provisions of the state in which the motor vehicle is registered;
4. **owned by** the United States of America, Canada, a state or political subdivision of any government, or an agency of any of the foregoing;
5. that is insured or bonded with limits equal to or greater than the minimum property damage liability limits required by the financial responsibility act of California;
6. that is a farm-type tractor or equipment designed for use principally off public roads except while actually upon public roads; or
7. operated on rails or crawler treads, or while located for use as a residence for premises and not as a vehicle.

#### Insuring Agreement

**We** will pay damages for **property damage you** are legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **property damage** must be caused by an accident arising out of the operation, maintenance, or use of an **uninsured motor vehicle**.

#### Deciding Fault and Amount

Two questions must be decided by agreement between **you** and **us**:

1. Are **you** legally entitled to collect damages for **property damage** from the owner or operator of the **uninsured motor vehicle**; and
2. If so, in what amount?

If there is no agreement, upon written request of **you** or **us**, these questions shall be decided by arbitration as provided by section 11580.26 of the California Insurance Code. The arbitration judgment may be filed in any court having jurisdiction. Both parties will share the cost of arbitration equally.

Attorney fees and fees for expert witnesses are not considered costs of arbitration.

**We** are not bound by any judgment against any **person** or organization obtained without **our** written consent.

#### Limits and Loss Settlement

1. The most **we** will pay for all **property damage** as the result of one accident is:

- a. the amount of any collision coverage deductible applicable to **property damage** up to a maximum of \$3,500; or
- b. \$3,500 if there is no collision coverage provided by this policy or any other policy that is applicable to the **property damage**. Subject to the limit, **we** have the right to settle with **you** for the **property damage** in one of the following ways:

- (1) Pay the cost to repair **your car** or the **newly acquired car**.

**We** have the right to choose one of the following to determine the cost to repair the **car**:

- (a) The cost agreed to by both **you** and **us**;
- (b) A bid or repair estimate approved by **us**; or
- (c) A repair estimate that is written based upon or adjusted to the prevailing competitive price.

The prevailing competitive price means prices charged by a majority of the repair market in the area where the **car** is to be repaired as determined by a survey made by **us**. If asked, **we** will identify some facilities that will perform the repairs at the prevailing competitive price. The estimate will include parts sufficient to restore the **car** to its pre-loss condition.

- (2) Pay the actual cash value of **your car** or the **newly acquired car**. The damaged **car** must be given to **us** in exchange for **our** payment, unless **we** agree that **you** may keep it. If **you** keep the **car**, then **our** payment will be reduced by the value of the **car** after the loss.

2. These Uninsured Motor Vehicle Coverage limits are the most **we** will pay regardless of the number of:

- a. **insureds**;

- b. claims made;
- c. vehicles insured; or
- d. vehicles involved in the accident.

#### Exclusions

THERE IS NO COVERAGE:

1. IF **YOU**, WITHOUT **OUR** WRITTEN CONSENT, SETTLE WITH OR PROSECUTE TO JUDGMENT ANY ACTION AGAINST ANY **PERSON** OR ORGANIZATION WHO MAY BE LIABLE FOR THE **PROPERTY DAMAGE** AND THEREBY IMPAIR OUR RIGHT TO RECOVER OUR PAYMENTS; AND
2. FOR **YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE USED IN **PERSONAL VEHICLE SHARING**.

#### If Other Uninsured Motor Vehicle Property Damage Coverage Applies

If other uninsured motor vehicle property damage coverage applies to **property damage**, **we** are liable only for **our** share. **Our** share is that percent of the damages that the limit of this coverage bears to the sum of such limit and the limits of all similar coverage that applies to the accident.

#### Our Payment Options

**We** may, at **our** option, make payment to one or more of the following:

1. **You**;
2. The repairer; or
3. A creditor shown on the Declarations Page, to the extent of its interest.

### PHYSICAL DAMAGE COVERAGES

The physical damage coverages are Comprehensive Coverage, Collision Coverage, Emergency Road Service Coverage, and Car Rental and Travel Expenses Coverage.

This policy provides:

1. Comprehensive Coverage if “D”;
  2. Collision Coverage if “G”;
  3. Emergency Road Service Coverage if “H”;
  4. Car Rental and Travel Expenses Coverage if “R1”
- is shown under “SYMBOLS” on the Declarations Page.

If a deductible applies to Comprehensive Coverage, then it is shown on the Declarations Page. The deductible that applies to Collision Coverage is shown on the Declarations Page.

#### Additional Definitions

**Covered Vehicle** means:

1. **your car**;
2. a **newly acquired car**;
3. a **temporary substitute car**;
4. a camper that is designed to be mounted on a pickup truck and shown on the Declarations Page;
5. a **non-owned car** while it is:
  - a. being driven by an **insured**; or
  - b. in the custody of an **insured** if at the time of the **loss** it is:
    - (1) not being driven; or

- (2) being driven by a **person** other than an **insured** and being **occupied** by an **insured**;

6. a **non-owned trailer** while it is being used by an **insured**; and
7. a **non-owned camper** while it is being used by an **insured**;

including its parts and its equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of **trailers** and campers must be securely fixed as a permanent part of the **trailer** or camper.

**Daily Rental Charge** means the sum of:

1. the daily rental rate;
2. mileage charges; and
3. related taxes.

**Insured** means **you** and **resident relatives**.

**Loss** means:

1. direct, sudden, and accidental damage to; or
2. total or partial theft of

a **covered vehicle**. **Loss** does not include any reduction in the value of any **covered vehicle** after it has been repaired, as compared to its value before it was damaged.

**Loss Caused By Collision** means a **loss** caused by:

1. a **covered vehicle** hitting or being hit by another vehicle or another object; or
2. the overturning of a **covered vehicle**.

Any **loss** caused by missiles, falling objects, wind-storm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal is not a **Loss Caused By Collision**.

**Non-Owned Camper** means a camper designed to be mounted on a pickup truck that is in the lawful possession of an **insured** and that neither:

1. is **owned by**:
  - a. an **insured**;
  - b. any other **person** who resides primarily in **your** household; or
  - c. an employer of any **person** described in a. or b. above; nor
2. has been used by, rented by, or in the possession of an **insured** during any part of each of the 31 or more consecutive days immediately prior to the date of the **loss**.

**Non-Owned Trailer** means a **trailer** that is in the lawful possession of an **insured** and that neither:

1. is **owned by**:
  - a. an **insured**;
  - b. any other **person** who resides primarily in **your** household; or
  - c. an employer of any **person** described in a. or b. above; nor
2. has been used by, rented by, or in the possession of an **insured** during any part of each of the 31 or more consecutive days immediately prior to the date of the **loss**.

### Insuring Agreements

#### 1. Comprehensive Coverage

**We** will pay:

- a. for **loss**, except **loss caused by collision**, to a **covered vehicle**; and
- b. transportation expenses incurred by an **insured** as a result of the total theft of **your car** or a **newly acquired car**. These transportation expenses are payable:

(1) during the period that:

- (a) starts on the date **you** report the theft to **us**; and
- (b) ends on the earliest of:
  - (i) the date the vehicle is returned to **your** possession in a drivable condition;
  - (ii) the date **we** offer to pay for the **loss** if the vehicle has not yet been recovered; or

(iii) the date **we** offer to pay for the **loss** if the vehicle is recovered, but is a total loss as determined by **us**; and

(2) during the period that:

- (a) starts on the date the vehicle is left at a repair facility if the stolen vehicle is recovered, returned to **your** possession in a drivable condition, and has unrepaired damage that resulted from the total theft; and
- (b) ends on the date the vehicle is repaired.

These transportation expenses must be reported to **us** before **we** will pay such incurred expenses.

#### 2. Collision Coverage

**We** will pay for **loss caused by collision** to a **covered vehicle**.

#### 3. Emergency Road Service Coverage

**We** will pay the fair cost incurred by an **insured** for:

- a. up to one hour of labor to repair a **covered vehicle** at the place of its breakdown;
- b. towing to the nearest repair facility where necessary repairs can be made if a **covered vehicle** is not drivable;
- c. towing a **covered vehicle** out of a location where it is stuck if the vehicle is on or immediately next to a public road;
- d. delivery of gas, oil, battery, or tire necessary to return a **covered vehicle** to driving condition. **We** do not pay the cost of the gas, oil, battery, or tire; and
- e. up to one hour of labor for locksmith services to unlock a **covered vehicle** if its key is lost, stolen, or locked inside the vehicle.

#### 4. Car Rental and Travel Expenses Coverage

##### a. Car Rental Expense

**We** will pay the **daily rental charge** incurred when **you** rent a **car** from a **car business**, a **car** rental business, or a **car** leasing business while **your car** or a **newly acquired car** is:

- (1) not drivable; or
- (2) being repaired

as a result of a **loss** which would be payable under Comprehensive Coverage or Collision Coverage.

*We* will pay this **daily rental charge** incurred during a period that:

- (1) starts on the date:
  - (a) the vehicle is not drivable as a result of the **loss**; or
  - (b) the vehicle is left at a repair facility if the vehicle is drivable; and
- (2) ends on the earliest of:
  - (a) the date the vehicle has been repaired or replaced;
  - (b) the date *we* offer to pay for the **loss** if the vehicle is repairable but *you* choose to delay repairs; or
  - (c) five days after *we* offer to pay for the **loss** if the vehicle is:
    - (i) a total loss as determined by *us*; or
    - (ii) stolen and not recovered.

The amount of any such **daily rental charge** incurred by *you* must be reported to *us* before *we* will pay such amount.

b. **Travel Expenses**

*We* will pay expenses for commercial transportation, lodging, and meals if *your car* or a **newly acquired car** is not drivable as a result of a **loss** which would be payable under Comprehensive Coverage or Collision Coverage. The **loss** must occur more than 50 miles from *your* home. *We* will only pay these expenses if they are incurred by:

- (1) an **insured** during the period that:
  - (a) starts after the **loss** occurs; and
  - (b) ends on the earlier of:
    - (i) the **insured's** arrival at his or her destination or home if the vehicle is left behind for repairs; or
    - (ii) the repair of the vehicle if the **insured** waits for repairs before continuing on to his or her destination or returning home; and
- (2) *you*, or any **person you** choose, to travel to retrieve the vehicle and drive it to either the original destination or *your* home if the vehicle was left behind for repairs.

These expenses must be reported to *us* before *we* will pay such incurred expenses.

c. **Rental Car – Repayment of Deductible Expense**

*We* will pay the comprehensive coverage deductible or collision coverage deductible an **insured** is required to pay the owner of a **car** rented from a **car business**, a **car rental business**, or a **car leasing business**.

**Supplementary Payments – Comprehensive Coverage and Collision Coverage**

If the **covered vehicle** sustains **loss** for which *we* make a payment under Comprehensive Coverage or Collision Coverage, then *we* will pay reasonable expenses incurred to:

1. tow the **covered vehicle** immediately after the **loss**:
  - a. for a reasonable distance from the location of the **loss** to any one repair facility chosen by an **insured** or the owner of the **covered vehicle**, if the **covered vehicle** is not drivable; or
  - b. to any one repair facility or commercial storage facility, neither of which was chosen by an **insured** or the owner of the **covered vehicle**. *We* will also pay reasonable expenses incurred to tow the **covered vehicle** for a reasonable distance from this facility to any one repair facility chosen by an **insured** or the owner of the **covered vehicle**, if the **covered vehicle** is not drivable;
2. store the **covered vehicle**, if it is not drivable immediately after the **loss**, at:
  - a. any one repair facility or commercial storage facility, neither of which was chosen by an **insured** or the owner of the **covered vehicle**; and
  - b. any one repair facility chosen by the owner of the **covered vehicle**, and *we* determine such vehicle is a total loss.

If the owner of the **covered vehicle** consents, then *we* may move the **covered vehicle** at *our* expense to reduce storage costs. If the owner of the **covered vehicle** does not consent, then *we* will pay only the storage costs that would have resulted if *we* had moved the damaged **covered vehicle**; and

3. clean up debris from the **covered vehicle** at the location of the **loss**. The most *we* will pay to clean up the debris is \$250 for any one **loss**.

**Limits and Loss Settlement – Comprehensive Coverage and Collision Coverage**

1. *We* have the right to choose to settle with *you* or the owner of the **covered vehicle** in one of the following ways:

- a. Pay the cost to repair the **covered vehicle** minus any applicable deductible.
  - (1) **We** have the right to choose one of the following to determine the cost to repair the **covered vehicle**:
    - (a) The cost agreed to by both the owner of the **covered vehicle** and **us**;
    - (b) A bid or repair estimate approved by **us**; or
    - (c) A repair estimate that is written based upon or adjusted to:
      - (i) the prevailing competitive price;
      - (ii) the lower of paintless dent repair pricing established by an agreement **we** have with a third party or the paintless dent repair price that is competitive in the market; or
      - (iii) a combination of (i) and (ii) above.

The prevailing competitive price means prices charged by a majority of the repair market in the area where the **covered vehicle** is to be repaired as determined by a survey made by **us**. If asked, **we** will identify some facilities that will perform the repairs at the prevailing competitive price. The estimate will include parts sufficient to restore the **covered vehicle** to its pre-loss condition.

**You** agree with **us** that the repair estimate may include new, used, recycled, and reconditioned parts. Any of these parts may be either original equipment manufacturer parts or non-original equipment manufacturer parts.

**You** also agree that replacement glass need not have any insignia, logo, trademark, etching, or other marking that was on the replaced glass.
  - (2) The cost to repair the **covered vehicle** does not include any reduction in the value of the **covered vehicle** after it has been repaired, as compared to its value before it was damaged.
  - (3) If the repair or replacement of a part results in betterment of that part, then **you** or the owner of the **covered vehicle** must pay for the amount of the betterment.
- (4) If **you** and **we** agree, then windshield glass will be repaired instead of replaced;
- b. Pay the actual cash value of the **covered vehicle** minus any applicable deductible.
  - (1) The owner of the **covered vehicle** and **we** must agree upon the actual cash value of the **covered vehicle**. If there is disagreement as to the actual cash value of the **covered vehicle**, then the disagreement will be resolved by appraisal upon written request of the owner or **us**, using the following procedures:
    - (a) The owner and **we** will each select a competent appraiser.
    - (b) The two appraisers will select a third competent appraiser. If they are unable to agree on a third appraiser within 30 days, then either the owner or **we** may petition a court that has jurisdiction to select the third appraiser.
    - (c) Each party will pay the cost of its own appraiser, attorneys, and expert witnesses, as well as any other expenses incurred by that party. Both parties will share equally the cost of the third appraiser.
    - (d) The appraisers shall only determine the actual cash value of the **covered vehicle**. Appraisers shall have no authority to decide any other questions of fact, decide any questions of law, or conduct appraisal on a class-wide or class-representative basis.
    - (e) A written appraisal that is both agreed upon by and signed by any two appraisers, and that also contains an explanation of how they arrived at their appraisal, will be binding on the owner of the **covered vehicle** and **us**.
    - (f) **We** do not waive any of **our** rights by submitting to an appraisal.
  - (2) The damaged **covered vehicle** must be given to **us** in exchange for **our** payment, unless the owner chooses to keep it. If the owner keeps the **covered vehicle**, then **our** payment will be reduced by the value of the **covered vehicle** after the loss; or
- c. Return the stolen **covered vehicle** to its owner and pay, as described in 1.a. above, for any direct, sudden, and accidental damage that resulted from the theft.

2. The most **we** will pay for transportation expenses under Comprehensive Coverage is \$25 per day subject to an aggregate limit of \$750 per **loss**.
3. The most **we** will pay for **loss** to a **non-owned trailer** or a **non-owned camper** is \$2,500.

#### Limits – Car Rental and Travel Expenses Coverage

##### 1. Car Rental Expense

The limit for Car Rental Expense is shown on the Declarations Page under “Limit – Car Rental Expense – Each Day, Each Loss”.

- a. The limit shown under “Each Day” is the most **we** will pay for the **daily rental charge**. If:
  - (1) a dollar amount is shown, then **we** will pay the **daily rental charge** up to that dollar amount; or
  - (2) a percentage amount is shown, then **we** will pay that percentage of the **daily rental charge**.
- b. Subject to the “Each Day” limit, the limit shown under “Each Loss” is the most **we** will pay for Car Rental Expense incurred as a result of any one **loss**.

##### 2. Travel Expenses

The most **we** will pay for Travel Expenses incurred by all **insureds** as a result of any one **loss** is \$500.

##### 3. Rental Car – Repayment of Deductible Expense

The most **we** will pay for Rental Car – Repayment of Deductible Expense incurred as a result of any one **loss** is \$500.

#### Nonduplication

**We** will not pay for any **loss** or expense under the Physical Damage Coverages for which the **insured** or owner of the **covered vehicle** has already received payment from, or on behalf of, a party who is legally liable for the **loss** or expense.

#### Exclusions

THERE IS NO COVERAGE FOR:

1. ANY **COVERED VEHICLE** THAT IS:
  - a. INTENTIONALLY DAMAGED; OR
  - b. STOLEN

BY OR AT THE DIRECTION OF AN **INSURED**. This exclusion does not apply to the extent of the ownership interest of an **insured** who had no involvement in causing the **loss**;
2. ANY **COVERED VEHICLE** WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN **INSURED**;

3. ANY **COVERED VEHICLE** WHILE IT IS USED TO CARRY **PERSONS** FOR A CHARGE. This exclusion does not apply to the use of a **private passenger car** on a share-the-expense basis;

##### 4. ANY **COVERED VEHICLE** DUE TO:

- a. THEFT;
- b. CONVERSION;
- c. EMBEZZLEMENT; OR
- d. SECRETION

BY AN **INSURED**, A CONSIGNEE, AN AGENT OF A CONSIGNEE, OR A **PERSON** WHO OBTAINS POSSESSION OF THE **COVERED VEHICLE** WITH THE PERMISSION OF A CONSIGNEE OR AGENT OF A CONSIGNEE;

5. **LOSS TO YOUR CAR** OR A **NEWLY ACQUIRED CAR** IF AN **INSURED** VOLUNTARILY RELINQUISHES POSSESSION OF THAT **CAR** TO A **PERSON** OR ORGANIZATION UNDER AN ACTUAL OR PRESUMED:

- a. SALES AGREEMENT; OR
- b. CONSIGNMENT AGREEMENT;

6. ANY **COVERED VEHICLE** TO THE EXTENT **OUR** PAYMENT WOULD BENEFIT ANY CARRIER OR OTHER BAILEE FOR HIRE THAT IS LIABLE FOR **LOSS** TO SUCH **COVERED VEHICLE**;

7. **LOSS** TO ANY **COVERED VEHICLE** DUE TO **FUNGI**. THIS APPLIES REGARDLESS OF WHETHER OR NOT THE **FUNGI** RESULT FROM A **LOSS** THAT IS PAYABLE UNDER ANY OF THE PHYSICAL DAMAGE COVERAGES. **WE** WILL ALSO NOT PAY FOR ANY TESTING OR REMEDIATION OF **FUNGI**, OR ANY ADDITIONAL COSTS REQUIRED TO REPAIR ANY **COVERED VEHICLE** THAT ARE DUE TO THE EXISTENCE OF **FUNGI**;

8. **LOSS** TO ANY **COVERED VEHICLE** THAT RESULTS FROM:

- a. NUCLEAR REACTION;
- b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
- c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;

9. **LOSS** TO ANY **COVERED VEHICLE** THAT RESULTS FROM THE TAKING OF OR SEIZURE OF THAT **COVERED VEHICLE** BY ANY GOVERNMENTAL AUTHORITY;
10. **LOSS** TO ANY **COVERED VEHICLE** THAT RESULTS FROM WAR OF ANY KIND;
11. **YOUR CAR** WHILE SUBJECT TO ANY:
  - a. LIEN AGREEMENT;
  - b. RENTAL AGREEMENT;
  - c. LEASE AGREEMENT; OR
  - d. SALES AGREEMENT
 NOT SHOWN ON THE DECLARATIONS PAGE;
12. ANY **NON-OWNED CAR** WHILE IT IS:
  - a. BEING MAINTAINED OR USED BY ANY **PERSON** WHILE THAT **PERSON** IS EMPLOYED IN OR ENGAGED IN ANY WAY IN A **CAR BUSINESS**, A **CAR** RENTAL BUSINESS, OR A **CAR** LEASING BUSINESS; OR
  - b. USED IN ANY BUSINESS OR OCCUPATION OTHER THAN A **CAR BUSINESS**, A **CAR** RENTAL BUSINESS, OR A **CAR** LEASING BUSINESS. This exclusion (12.b.) does not apply to a *private passenger car*;
13. ANY PART OR EQUIPMENT OF A **COVERED VEHICLE** IF THAT PART OR EQUIPMENT:
  - a. FAILS OR IS DEFECTIVE; OR
  - b. IS DAMAGED AS A DIRECT RESULT OF:
    - (1) WEAR AND TEAR;
    - (2) FREEZING; OR
    - (3) MECHANICAL, ELECTRICAL, OR ELECTRONIC BREAKDOWN OR MALFUNCTION
 OF THAT PART OR EQUIPMENT.

This exclusion does not apply if the **loss** is the result of theft of the **covered vehicle**;

14. ANY PART OR EQUIPMENT:
  - a. THAT IS NOT LEGAL FOR USE IN OR ON THE **COVERED VEHICLE** IN THE JURISDICTION WHERE THE **COVERED VEHICLE** IS REGISTERED; OR
  - b. THE USE OF WHICH IS NOT LEGAL IN THE JURISDICTION WHERE THE **COVERED VEHICLE** IS REGISTERED BECAUSE OF HOW OR WHERE THAT PART OR EQUIPMENT IS INSTALLED IN OR ON THE **COVERED VEHICLE**.

However, if there is a legal version of the part or equipment that is necessary for the safe operation of the **covered vehicle**, then **we** will pay the cost that **we** would otherwise have paid to repair the vehicle with the legal version of the part or equipment. **We** will not pay any cost necessary to modify the vehicle for installation of the legal version of the part or equipment;

15. **TIRES**. This exclusion does not apply if:
  - a. **loss** is caused by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal; or
  - b. **loss caused by collision** to another part of the **covered vehicle** causes **loss** to tires;
16. REMOVABLE PRODUCTS USED FOR STORAGE OF AUDIO, VIDEO, OR OTHER DATA, INCLUDING BUT NOT LIMITED TO TAPES, DISCS, AND MEMORY CARDS, NOR IS THERE COVERAGE FOR THE RECONSTRUCTION OF DATA CONTAINED THEREIN;
17. ANY EQUIPMENT USED TO DETECT OR INTERFERE WITH SPEED MEASURING DEVICES;
18. A CAMPER, INCLUDING ITS PARTS AND ITS EQUIPMENT, THAT IS:
  - a. DESIGNED TO BE MOUNTED ON A PICKUP TRUCK;
  - b. **OWNED BY AN INSURED**; AND
  - c. NOT SHOWN ON THE DECLARATIONS PAGE;
19. ANY **COVERED VEHICLE** WHILE IT IS:
  - a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
  - b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (19.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving; or
20. **YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE USED IN **PERSONAL VEHICLE SHARING**.

### **If Other Physical Damage Coverage or Similar Coverage Applies**

1. If the same **loss** or expense is payable under more than one of the physical damage coverages provided by this policy, then only the one coverage that pays the most for that **loss** or expense applies.
2. If any of the physical damage coverages provided by this policy and one or more other policies issued to an **insured** by the **State Farm Companies** apply to the same **loss** or expense, then only one policy applies. **We** will select a policy that pays the most for the **loss** or expense.
3. The physical damage coverages provided by this policy apply as primary coverage for a **loss** to **your car**.

If similar coverage provided by one or more sources other than the **State Farm Companies** also applies as primary coverage for the same **loss** or expense, then the **State Farm Companies** will pay the proportion of the **loss** or expense payable as primary that the maximum amount that may be paid by the **State Farm Companies** bears to the sum of such amount and the limits of all other similar coverage that applies as primary coverage.

4. Except as provided in 3. above, the physical damage coverages provided by this policy apply as excess coverage.

If similar coverage provided by one or more sources other than the **State Farm Companies** also applies as excess coverage for the same **loss** or expense, then the **State Farm Companies** will pay the proportion of the **loss** or expense payable as excess that the maximum amount that may be paid by the **State Farm Companies** bears to the sum of such amount and the limits of all other similar coverage that applies as excess coverage.

### **Financed Vehicle**

1. If a creditor is shown on the Declarations Page, then any Comprehensive Coverage or Collision Coverage provided by this policy applies to that creditor's interest in **your car**. Coverage for the creditor's interest is only provided for a **loss** that is payable to **you**.

However, if this policy is cancelled or nonrenewed, then **we** will provide coverage for the creditor's interest until **we** notify the creditor of

the termination of such coverage. This coverage for the creditor's interest is only provided for a **loss** that would have been payable to **you** if this policy had not been cancelled or nonrenewed. The date such termination is effective will be at least:

- a. 10 days after the date **we** mail or electronically transmit a notice of the termination to the creditor if the policy is nonrenewed or the cancellation is for non-payment of premium; or
  - b. 20 days after the date **we** mail or electronically transmit a notice of the termination to the creditor if the cancellation is for any reason other than nonpayment of premium.
2. If **we** pay such creditor, then **we** are entitled to the creditor's right of recovery against **you** to the extent of **our** payment. **Our** right of recovery does not impair the creditor's right to recover the full amount of its claim.

### **Our Payment Options**

#### **1. Comprehensive Coverage and Collision Coverage**

- a. **We** may, at **our** option, make payment to one or more of the following for **loss** to a **covered vehicle owned by you**:
  - (1) **You**;
  - (2) The repairer; or
  - (3) A creditor shown on the Declarations Page, to the extent of its interest.
- b. **We** may, at **our** option, make payment to one or more of the following for **loss** to a **covered vehicle not owned by you**:
  - (1) **You**;
  - (2) The owner of such vehicle;
  - (3) The repairer; or
  - (4) A creditor, to the extent of its interest.

#### **2. Emergency Road Service Coverage and Car Rental and Travel Expenses Coverage**

**We** may, at **our** option, make payment to one or more of the following:

- a. **You**;
- b. The **insured** who incurred the expense; or
- c. Any party that provided the service for which payment is owed.



## DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE AND LOSS OF EARNINGS COVERAGE

### DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE

This policy provides Death, Dismemberment and Loss of Sight Coverage if “S” is shown under “SYMBOLS” on the Declarations Page.

#### Additional Definition

**Insured** means a *person* whose name is shown under “Death, Dismemberment and Loss of Sight Coverage – Persons Insured” on the Declarations Page.

#### Insuring Agreement

*We* will pay the highest applicable benefit shown in the following Death, Dismemberment and Loss of Sight Benefits Schedules if an **insured**:

1. dies; or
2. suffers dismemberment or permanent loss of sight, as described in the schedule

as the direct result of an accident that involves the use of a land motor vehicle or any type of trailer as a vehicle and not due to any other cause.

The **insured** must be *occupying* or be struck as a *pedestrian* by a land motor vehicle or any type of trailer at the time of the accident. The death, dismemberment, or permanent loss of sight must occur within 90 days immediately following the date of the accident.

#### Benefit

The applicable benefit shown in the schedule is the most *we* will pay for any one **insured** in any one accident. Any benefit paid or payable for dismemberment or permanent loss of sight reduces the death benefit.

The benefits shown in the schedules are doubled for an **insured** who at the time of the accident was *occupying* a *private passenger car* and using a seat belt in the manner recommended by the vehicle’s manufacturer.

### Death, Dismemberment and Loss of Sight Benefits Schedules

If the amount shown on the Declarations Page for the **insured** is \$5,000, then *we* will pay the applicable benefit shown below for death or for the described dismemberment or permanent loss of sight:

Death	\$5,000
Loss of both hands; both feet; all sight of both eyes; one hand and one foot; or one hand or one foot and all sight of one eye	\$5,000
Loss of one hand or one foot; or all sight of one eye	\$2,500
Loss of the thumb and a finger on one hand; or any three fingers	\$1,500
Loss of any two fingers	\$1,000

The hand must be cut off through or above the wrist. The foot must be cut off through or above the ankle. The whole thumb or finger must be cut off.

If the amount shown on the Declarations Page for the **insured** is \$10,000, then *we* will pay the applicable benefit shown below for death or for the described dismemberment or permanent loss of sight:

Death	\$10,000
Loss of both hands; both feet; all sight of both eyes; one hand and one foot; or one hand or one foot and all sight of one eye	\$10,000
Loss of one hand or one foot; or all sight of one eye	\$5,000
Loss of the thumb and a finger on one hand; or any three fingers	\$3,000
Loss of any two fingers	\$2,000

The hand must be cut off through or above the wrist. The foot must be cut off through or above the ankle. The whole thumb or finger must be cut off.

### LOSS OF EARNINGS COVERAGE

This policy provides Loss of Earnings Coverage if “Z” is shown under “SYMBOLS” on the Declarations Page.

### Additional Definitions

**Insured** means a *person* whose name is shown under “Loss of Earnings Coverage – Persons Insured” on the Declarations Page.

**Total Disability** means the *insured’s* inability to work, either full or part time, in his or her occupation or any other similar occupation for which he or she is reasonably fitted by education, training, or experience.

**Weekly Earnings** means 85% of all earnings for the *insured’s* services before any deductions. When *weekly earnings* cannot be determined on a weekly basis an average will be used. The average is 85% of the total earnings for the 52 weeks just prior to the accident divided by 52.

### Insuring Agreement

**We** will pay the *insured* his or her loss of *weekly earnings*, which occur while the *insured* is living, due to continuous *total disability* that:

1. is the direct result of *bodily injury* caused by an accident that involves the use of a land motor vehicle or any type of trailer as a vehicle and not due to any other cause. At the time of the accident, the *insured* must be *occupying* or be struck as a *pedestrian* by a land motor vehicle or any type of trailer; and
2. starts within 20 days immediately following the date of the accident and lasts for a period of at least 30 consecutive days. **We** will not pay for the first seven days of the 30 day period.

### Limit

The most **we** will pay any one *insured* is:

1. \$250 for each full workweek of *total disability*; and
2. a pro rata portion of \$250 for less than a full workweek of *total disability*.

Subject to the workweek limit, the most **we** will pay any one *insured* for all loss of *weekly earnings* due to any one accident is \$15,000.

**We** will pay once every two weeks the *insured’s* loss of *weekly earnings* owed.

### Exclusions – Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage

DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE AND LOSS OF EARNINGS COVERAGE DO NOT APPLY TO AN **INSURED**:

1. WHILE IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT IN A **CAR BUSINESS**;

2. WHILE **OCCUPYING**, LOADING, OR UNLOADING:

- a. AN EMERGENCY VEHICLE IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT;

- b. A VEHICLE, OTHER THAN AN EMERGENCY VEHICLE, WHILE USED IN THE:

(1) **INSURED’S** BUSINESS; OR

(2) COURSE AND SCOPE OF HIS OR HER EMPLOYMENT IN OTHER THAN A **CAR BUSINESS**.

This exclusion (2.b.) does not apply if the vehicle is a *private passenger car*;

- c. A MILITARY VEHICLE; OR

- d. A VEHICLE WHILE IT IS:

(1) BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR

(2) ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (2.d.(2)) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving;

3. WHILE **OCCUPYING**, LOADING, UNLOADING, OR WHO IS STRUCK AS A **PEDESTRIAN** BY:

- a. A MOTOR VEHICLE THAT RUNS ON RAILS OR CRAWLER-TREADS;

- b. A MOTOR VEHICLE THAT IS DESIGNED FOR USE PRIMARILY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR

- c. A MOTOR VEHICLE OR ANY TYPE OF TRAILER, EITHER OF WHICH IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES; OR

4. FOR DEATH, DISMEMBERMENT, LOSS OF SIGHT, OR **TOTAL DISABILITY** THAT RESULTS FROM:
  - a. WAR OF ANY KIND;
  - b. NUCLEAR REACTION, RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE, OR THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
  - c. THE DISCHARGE OF A FIREARM;
  - d. EXPOSURE TO **FUNGI**;
  - e. SUICIDE OR ATTEMPTED SUICIDE REGARDLESS OF WHETHER THE **INSURED** WAS SANE OR INSANE; OR
  - f. DISEASE except pus-forming infection due to **bodily injury** sustained in the accident.

#### **Our Payment Options – Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage**

**We** may, at **our** option, make payment to one or more of the following:

1. The **insured**;
2. The **insured's** surviving spouse;
3. A parent or guardian of the **insured**, if the **insured** is a minor or an incompetent **person**; or
4. A **person** or organization authorized by law to receive such payment.

### **INSURED'S DUTIES**

#### **1. Notice to Us of an Accident or Loss**

The **insured** must give **us** or one of **our** agents notice of the accident or **loss** as soon as reasonably possible. The notice must give **us**:

- a. **your** name;
- b. the names and addresses of all **persons** involved in the accident or **loss**;
- c. the hour, date, place, and facts of the accident or **loss**; and
- d. the names and addresses of witnesses to the accident or **loss**.

#### **2. Notice to Us of a Claim or Lawsuit**

- a. If a claim is made against an **insured**, then that **insured** must immediately send **us** every demand, notice, and claim received.
- b. If a lawsuit is filed against an **insured**, then that **insured** must immediately send **us** every summons and legal process received.

#### **3. Insured's Duty to Cooperate With Us**

- a. The **insured** must cooperate with **us** and, when asked, assist **us** in:
  - (1) making settlements;
  - (2) securing and giving evidence; and
  - (3) attending, and getting witnesses to attend, depositions, hearings, and trials.
- b. The **insured** must not, except at his or her own cost, voluntarily:
  - (1) make any payment to others; or

(2) assume any obligation to others

unless authorized by the terms of this policy.

- c. Any **person** or organization making claim under this policy must, when **we** require, give **us** proof of loss on forms **we** furnish.

#### **4. Questioning Under Oath**

Under:

- a. Liability Coverage, each **insured**;
- b. Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage, each **insured**, or any other **person** or organization making claim or seeking payment; and
- c. Physical Damage Coverages, each **insured** or owner of a **covered vehicle**, or any other **person** or organization making claim or seeking payment;

must, at **our** option, submit to an examination under oath, provide a statement under oath, or do both, as reasonably often as **we** require. Such **person** or organization must answer questions under oath, asked by anyone **we** name, and sign copies of the answers. **We** may require each **person** or organization answering questions under oath to answer the questions with only that **person's** or organization's legal representative, **our** representatives, any **person** or **persons** designated by **us** to record the questions and answers, and no other **person** present.

5. **Other Duties Under the Physical Damage Coverages**

When there is a *loss*, *you* or the owner of the *covered vehicle* must:

- a. protect the *covered vehicle* from additional damage. *We* will pay any reasonable expense incurred to do so that is reported to *us*;
- b. make a prompt report to the police when the *loss* is the result of theft;
- c. allow *us* to:
  - (1) inspect any damaged property:
    - (a) before its repair or disposal; and
    - (b) during its repair;
  - (2) test any part or equipment before that part or equipment is removed or repaired; and
  - (3) move the *covered vehicle* at *our* expense in order to conduct such inspection or testing;
- d. provide *us* all:
  - (1) records;
  - (2) receipts; and
  - (3) invoicesthat *we* request and allow *us* to make copies; and
- e. not abandon the *covered vehicle* to *us*.

6. **Other Duties Under Uninsured Motor Vehicle Property Damage Coverage**

When there is *property damage*, *you* must:

- a. report the accident to *us* within 10 days. Another *person* may make the report on *your* behalf;
- b. protect the damaged property from additional damage. *We* will pay any reasonable expense incurred to do so that is reported to *us*;
- c. allow *us* to:
  - (1) inspect any damaged property:
    - (a) before its repair or disposal; and
    - (b) during its repair;
  - (2) test any part or equipment before that part or equipment is removed or repaired; and
  - (3) move the damaged property at *our* expense in order to conduct such inspection or testing;
- d. provide *us* all:

- (1) records;
- (2) receipts; and
- (3) invoices

that *we* request and allow *us* to make copies; and

- e. not abandon the damaged property to *us*.

7. **Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, and Loss of Earnings Coverage**

A *person* making claim under:

- a. Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage must:

- (1) notify *us* of the claim and give *us* all the details about the death, injury, treatment, and other information that *we* may need as soon as reasonably possible after the injured *insured* is first examined or treated for the injury. If the *insured* is unable to give *us* notice, then any other *person* may give *us* the required notice;
- (2) be examined as reasonably often as *we* may require by physicians chosen and paid by *us*. A copy of the report will be sent to the *person* upon written request;
- (3) provide written authorization for *us* to obtain:
  - (a) medical bills;
  - (b) medical records;
  - (c) wage, salary, and employment information; and
  - (d) any other information *we* deem necessary to substantiate the claim.

If an injured *insured* is a minor, unable to act, or dead, then his or her legal representative must provide *us* with the written authorization.

If the holder of the information refuses to provide it to *us* despite the authorization, then at *our* request the *person* making claim or his or her legal representative must obtain the information and promptly provide it to *us*; and

- (4) allow *us* to inspect the vehicle that the *insured occupied* in the accident;

- b. Uninsured Motor Vehicle Coverage must report a "hit-and-run" accident to the police within 24 hours and to **us** within 30 days. Another **person** may make the report on behalf of the **person** making claim;
- c. Uninsured Motor Vehicle Coverage must send **us** immediately a copy of all lawsuit papers if the **insured** files a lawsuit against the party liable for the accident; and
- d. Loss of Earnings Coverage must:
  - (1) make a claim under this policy;
  - (2) report to **us** when that **person** has a **total disability**; and
  - (3) provide proof of continued **total disability** when **we** ask for it.

## GENERAL TERMS

### 1. When Coverage Applies

The coverages provided by this policy are shown on the Declarations Page and apply to accidents and **losses** that occur during the policy period. The policy period is shown on the Declarations Page and is for successive periods of six months each for which the renewal premium is paid. The policy period begins and ends at 12:01 AM Standard Time at the address shown on the Declarations Page.

### 2. Where Coverage Applies

The coverages provided by this policy are shown on the Declarations Page and apply to accidents and **losses** that occur:

- a. in the United States of America and its territories and possessions;
- b. in Canada; and
- c. while a vehicle for which coverage is provided by this policy is being shipped between the ports of the United States of America, its territories, its possessions, and Canada.

Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage apply anywhere in the world.

### 3. Limited Coverage in Mexico

This policy does not provide Mexican auto insurance and does not comply with Mexican auto insurance requirements. If **you** or any other **insured** plan to drive in Mexico, then auto insurance providing coverage in Mexico should be purchased from a Mexican insurance company.

Subject to the above paragraph, the following coverages apply in Mexico, but only for accidents and **losses** that occur in Mexico within 50 miles of the United States of America border and only for **insureds** as defined under each of the following coverages:

#### a. Liability Coverage

For claims brought against an **insured** in Mexico, the **Supplementary Payments** provision of this policy's Liability Coverage is changed to read:

**We** may, in addition to the damages described in item 1 of the **Insuring Agreement** of this policy's Liability Coverage, pay or reimburse, at **our** option, reasonable attorney fees for an attorney licensed in Mexico to appear for and provide advice to **insureds** as defined under this policy's Liability Coverage. The amount of such attorney fees incurred by an **insured** must be reported to **us** before **we** will make payment.

#### b. Medical Payments Coverage

#### c. Uninsured Motor Vehicle Coverage

#### d. Uninsured Motor Vehicle Property Damage Coverage

#### e. Physical Damage Coverages

Any amount payable for the repair or replacement of the **covered vehicle** under the **Limits and Loss Settlement – Comprehensive Coverage and Collision Coverage** provision of this policy will be limited to the cost to repair or replace the **covered vehicle** in the United States of America.

**WE HAVE NO DUTY TO PROVIDE A DEFENSE FOR YOU OR ANY OTHER INSURED IN ANY CRIMINAL, CIVIL, OR OTHER ACTION.**

**WE HAVE NO DUTY TO PAY ANY CLAIM OR COST THAT WOULD NOT BE PAYABLE UNDER THIS POLICY IF THE ACCIDENT OR LOSS HAD OCCURRED IN THE STATE OF CALIFORNIA IN THE UNITED STATES OF AMERICA.**

All other policy provisions not in conflict with the provisions in this **Limited Coverage in Mexico** provision of this policy apply.

#### **If Other Coverage Applies**

Any coverage provided by this **Limited Coverage in Mexico** provision is excess over any other applicable insurance.

#### **Legal Action Against Us**

Any legal action against **us** arising out of an accident or **loss** occurring in Mexico must be brought in a court that has jurisdiction in the state of California in the United States of America.

#### **4. Newly Owned or Newly Leased Car**

If **you** want to insure a **car** newly **owned by you** with the **State Farm Companies** after that **car** ceases to be a **newly acquired car**, then **you** must either:

- a. request **we** replace the **car** currently shown on the Declarations Page of this policy with the **car** newly **owned by you** and pay **us** any added amount due. If **you** make such request while this policy is in force and:

- (1) before the **car** newly **owned by you** ceases to be a **newly acquired car**, then that **car** newly **owned by you** will be insured by this policy as **your car** beginning on the date the **car** newly **owned by you** is delivered to **you**. The added amount due will be calculated based on that date; or

- (2) after the **car** newly **owned by you** ceases to be a **newly acquired car**, then that **car** newly **owned by you** will be insured by this policy as **your car** beginning on the date and time **you** make the request. The added amount due will be calculated based on that date; or

- b. apply to the **State Farm Companies** for a separate policy to insure the **car** newly **owned by you**. Such policy will be issued only if both the applicant and the vehicle are eligible for coverage at the time of the application.

#### **5. Changes to This Policy**

##### **a. Changes in Policy Provisions**

**We** may only change the provisions of this policy by:

- (1) issuing a revised policy booklet, a revised Declarations Page, or an endorsement; or

- (2) revising this policy to give broader coverage without an additional premium charge. If any coverage provided by this policy is changed to give broader coverage, then **we** will give **you** the broader coverage as of the date **we** make the change effective in the state of California without issuing a revised policy booklet, a revised Declarations Page, or an endorsement.

##### **b. Change of Interest**

- (1) No change of interest in this policy is effective unless **we** consent in writing.

- (2) Except under Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage, if a named insured shown on the Declarations Page dies, then the definition of **insured** under each of the coverages provided by this policy is changed to include:

- (a) any **person** with lawful custody of **your car**, a **newly acquired car**, or a **temporary substitute car** until a legal representative is qualified; and then

- (b) the legal representative of the deceased named insured.

This only applies while such **person** is maintaining or using **your car**, a **newly acquired car**, or a **temporary substitute car**.

Policy notice requirements are met by mailing the notice to the most recent policy address that **we** have on record for the deceased named insured.

##### **c. Joint and Individual Interests**

If **you** consists of more than one **person** or entity, then each acts for all to change or cancel the policy.

##### **d. Change of Policy Address**

**We** may change the named insured's policy address as shown on the Declarations Page and in **our** records to the most recent address provided to **us** by:

- (1) **you**; or
- (2) the United States Postal Service.

#### **6. Premium**

- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is

due and payable in full on or before the first day of the policy period shown on the most recently issued Declarations Page or Renewal Notice.

- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium that apply at the time of renewal.
- c. The premium for this policy may vary based upon:
  - (1) the purchase of other products or services from the **State Farm Companies**;
  - (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
  - (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which **you** are a member, employee, subscriber, licensee, or franchisee.
- d. The premium for this policy is based upon information **we** have received from **you** or other sources. **You** must inform **us** if any information regarding the following is incorrect or incomplete, or changes during the policy period, and **you** must answer questions **we** ask regarding information used to determine the premium including the following:
  - (1) **Your car**, or its use, including annual mileage;
  - (2) The **persons** who regularly drive **your car**, including newly licensed family members;
  - (3) **Your** marital status; or
  - (4) The location where **your car** is primarily garaged.

If the above information or any other information used to determine the premium is incorrect, incomplete, changes during the policy period, then **we** may decrease or increase the premium during the policy period. If **we** decrease the premium during the policy period, then **we** will provide a refund or a credit in the amount of the decrease. If **we** increase the premium during the policy period, then **you** must pay the amount of the increase.

If **you** do not provide **us** information used to determine the premium when **we** ask, then **we** will notify **you** in writing of **our** intent to increase the premium due to **your** failure to provide the requested information. If **you** do not respond within 21 days after the date **we** mail or deliver the notice, then **we** may increase the premium during the policy period.

#### 7. **Renewal**

**We** agree to renew this policy for the next policy period upon payment of the renewal premium when due, unless **we** mail or deliver a nonrenewal notice or a cancellation notice as set forth in 8. and 9. below.

#### 8. **Nonrenewal**

If **we** decide not to renew this policy, then, at least 30 days before the end of the current policy period, **we** will mail or deliver a nonrenewal notice to the most recent policy address that **we** have on record for the named insured who is shown on the Declarations Page.

#### 9. **Cancellation**

##### a. **How You May Cancel**

**You** may cancel this policy by providing to **us** advance notice of the date cancellation is effective. **We** may confirm the cancellation in writing.

##### b. **How and When We May Cancel**

**We** may cancel this policy by mailing or delivering a written notice to the most recent policy address that **we** have on record for the named insured who is shown on the Declarations Page. The notice will provide the date cancellation is effective.

- (1) If **we** mail or deliver a cancellation notice because the premium is not paid when due, then the date cancellation is effective will be at least 10 days after the date **we** mail or deliver the cancellation notice.

Otherwise, the date cancellation is effective will be at least 20 days after the date **we** mail or deliver the cancellation notice.

- (2) **We** will not cancel this policy before the end of the current policy period unless the cancellation is based on one or more of the following reasons:

- (a) the premium is not paid when due;
- (b) fraud or material misrepresentation affecting the policy or any **insured**; or

(c) a substantial increase in the hazard insured against as allowed by California law. This includes, but is not limited to when **you**, any **resident relative**, or any other **person** who usually drives **your car** has had his or her driver's license under:

- (i) suspension, if such suspension is not removed prior to the date cancellation becomes effective and is based on a reason other than **our** failure to make a filing required by the California Insurance or Vehicle Codes, if a request for such a filing was made by an insured; or
- (ii) revocation, for any reason other than an insurer's failure to make a filing required by the California Insurance Code.

**c. Return of Unearned Premium**

If **you** cancel this policy, then premium may be earned on a short rate basis. If **we** cancel this policy, then premium will be earned on a pro rata basis.

Any unearned premium may be returned within a reasonable time after cancellation. Delay in the return of any unearned premium does not affect the cancellation date.

**10. Assignment**

No assignment of benefits or other transfer of rights is binding upon **us** unless approved by **us**.

**11. Bankruptcy or Insolvency of the Insured**

Bankruptcy or insolvency of the **insured** or his or her estate will not relieve **us** of **our** obligations under this policy.

**12. Concealment or Fraud**

There is no coverage under this policy if **you** or any other **person** insured under this policy has made false statements with the intent to conceal or misrepresent any material fact or circumstance in connection with any claim under this policy.

**13. Our Right to Recover Our Payments**

Uninsured Motor Vehicle Coverage payments for damages caused by an **underinsured motor vehicle**, Death, Dismemberment and Loss of Sight Coverage payments, and Loss of Earnings Coverage payments are not recoverable by **us**. Paragraph a. **Subrogation** does not apply to Medical Payments Coverage. Otherwise, the following apply:

**a. Subrogation**

If **we** are obligated under this policy to make payment to or for a **person** or organization who has a legal right to collect from another **person** or organization, then **we** will be subrogated to that right to the extent of **our** payment.

The **person** or organization to or for whom **we** make payment must help **us** recover **our** payments by:

- (1) doing nothing to impair that legal right;
- (2) executing any documents **we** may need to assert that legal right; and
- (3) taking legal action through **our** representatives when **we** ask.

**b. Reimbursement**

If **we** make payment under this policy and the **person** or organization to or for whom **we** make payment recovers or has recovered from another **person** or organization, then the **person** or organization to or for whom **we** make payment must:

- (1) hold in trust for **us** the proceeds of any recovery; and
- (2) reimburse **us** to the extent of **our** payment.

**14. Legal Action Against Us**

Legal action may not be brought against **us** until there has been full compliance with all the provisions of this policy. In addition, legal action may only be brought against **us** regarding:

a. Liability Coverage after the amount of damages an **insured** is legally liable to pay has been finally determined by:

- (1) judgment after an actual trial, and any appeals of that judgment if any appeals are taken; or
- (2) agreement between the claimant and **us**.

If a judgment is secured against the **insured** or his or her estate based on a **bodily injury**, death, or property damage claim covered by this policy, then a lawsuit may be brought against **us** under this policy by a judgment creditor.

b. Medical Payments Coverage if the legal action relating to this coverage is brought against **us** within four years immediately following the date of the accident.

c. Uninsured Motor Vehicle Coverage if, within two years from the date of the accident:



- (1) a lawsuit for ***bodily injury*** has been filed in the proper court against the uninsured motorist;
- (2) an agreement as to the amount due under this coverage has been made; or
- (3) the ***insured*** or his or her representative has formally started arbitration proceedings by making a written request, sent to ***us*** by certified mail, return receipt requested.

If a lawsuit has been filed against the uninsured motorist, written notice of the lawsuit must be given to ***us*** within a reasonable time after the ***insured*** knew or should have known that the motorist was uninsured; but ***we*** may not require that this notice be given earlier than two years from the date of the accrual of the cause of action on which the claim is based.

This provision does not limit a right of action resulting from ***bodily injury*** caused by an ***underinsured motor vehicle***.

- d. Physical Damage Coverages if the legal action relating to these coverages is brought against ***us*** within one year immediately following the date of the accident or ***loss***.

#### 15. **Choice of Law**

Without regard to choice of law rules, the law of the state of:

- a. California will control, except as provided in b. below, in the event of any disagreement as to the interpretation and application of any provision in this policy; and
- b. Illinois will control in the event of any disagreement as to the interpretation and application of this policy's:
  - (1) Mutual Conditions provision found on the most recently issued Declarations Page, if this policy was issued by the State Farm Mutual Automobile Insurance Company; or
  - (2) Participating Policy provision found on the most recently issued Declarations Page, if this policy was issued by any subsidiary or affiliate of the State Farm Mutual Automobile Insurance Company.

#### 16. **Severability**

If any provision of this policy is held invalid or unenforceable by a court that has jurisdiction, then:

- a. such provision will remain in full force to the extent not held invalid or unenforceable; and
- b. all other provisions of this policy will remain valid and enforceable.

