

The State Farm® Car Policy for California, Policy Form 9805B, delineates the terms and conditions of automobile insurance coverage, emphasizing the necessity of immediate contact with a State Farm agent or claims office following an accident and warning against driving in Mexico without appropriate insurance. The policy encompasses various sections, including definitions, liability coverage, medical payments coverage, uninsured motor vehicle coverage, physical damage coverages, and specific provisions for death, dismemberment, and loss of sight. Liability coverage, as indicated on the Declarations Page, extends to the insured and resident relatives for the ownership, maintenance, or use of the insured vehicle, including newly acquired cars and temporary substitutes. It includes supplementary payments for legal costs and specifies limits and exclusions, such as intentional acts and injuries covered by workers' compensation. Medical payments coverage is available for expenses incurred due to accidents, with defined limits and exclusions, while uninsured motor vehicle coverage protects against damages from uninsured drivers.

Physical damage coverages, including comprehensive and collision coverage, detail limits, loss settlement procedures, and exclusions. The policy outlines the insured's duties, including notifying the insurer of accidents and cooperating during investigations. General terms clarify when and where coverage applies, including limitations in Mexico and conditions for newly acquired vehicles. Premium payment requirements, renewal and cancellation conditions, and implications of fraud or bankruptcy are also specified. The definitions section ensures mutual understanding of key terms.

The policy provides coverage for bodily injury and property damage caused by uninsured and underinsured vehicles, defining an "uninsured motor vehicle" and outlining conditions for claims. The insured must agree with the insurer on the entitlement to damages, with arbitration available for disputes. Exclusions include settlements made without the insurer's consent and injuries from certain activities. For property damage, coverage applies if the uninsured vehicle causes damage to the insured's car, with similar definitions and exclusions as for bodily injury.

The policy includes various physical damage coverages, such as Comprehensive, Collision, Emergency Road Service, and Car Rental and Travel Expenses, with applicable deductibles. It specifies exclusions for intentional damage, theft by an insured, and vehicles used for hire. The claims process for physical damage includes provisions for windshield repair and actual cash value determination, with an appraisal process for disputes. Coverage for transportation expenses is limited, and exclusions cover losses due to theft, embezzlement, and other specified incidents.

Benefits for death, dismemberment, and loss of sight are payable if these occur within 90 days of an accident, with maximum benefits specified. Loss of Earnings Coverage compensates for lost earnings due to total disability from an accident, with specific conditions and exclusions. The insured has duties to notify the insurer of accidents and cooperate during claims processes. Coverage applies only to accidents during the policy period, defined on the Declarations Page.

The policy begins and ends at 12:01 AM Standard Time at the specified address, covering accidents in the U.S., Canada, and during transport between these locations, with limited coverage in Mexico. Newly acquired vehicles must be reported for coverage, and changes to the policy require written consent. Premiums are due in full at the start of the policy period, with renewal premiums based on current rates. The policy will renew upon payment unless a nonrenewal notice is issued. Cancellation can occur with advance notice from the insured or written notice from the insurer for specified reasons, with unearned premiums returned after cancellation.

No assignment of benefits is valid without the insurer's approval, and bankruptcy does not relieve the insurer of obligations. Coverage is void for false statements concealing material facts. Legal action against the insurer requires compliance with policy provisions and may only be initiated after a final determination of liability. Claims notice must not be required earlier than two years from the cause of action, except for underinsured motor vehicle claims, while physical damage claims must be initiated within one year. California law governs disputes regarding the policy, with a severability

clause ensuring that if any provision is invalid, the remaining provisions remain enforceable.