

State Farm®
Business Car Policy
Booklet

Florida
Policy Form 9610C.1

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THIS POLICY

1. This policy consists of:
   a. the most recently issued Declarations;
   b. the policy booklet version shown on that Declarations; and
   c. any applicable endorsements shown on that Declarations.
2. This policy contains all of the agreements between all named insureds who are shown on the Declarations 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 premium for the coverages chosen; and
   b. in reliance on the statement that the named insured shown on the Declarations is the sole owner of ***your car***, unless ***you*** have notified ***us*** otherwise.
4. All named insureds shown on the Declarations and all applicants agree by acceptance of this policy that:
   a. the statement in 3.b. above is made by such named insured or applicant and is true; and
   b. ***we*** provide this insurance on the basis that this statement is 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.

The words “spouse”, “marriage”, “married”, and “marital” refer to the legal union between two ***persons*** that is recognized by and valid under the law of the state into which such union was entered.

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

Car means a land motor vehicle that is:

1. designed for use primarily on public roads; or
2. subject to motor vehicle compulsory insurance laws, financial responsibility laws, or similar laws where it is licensed or principally garaged.

Car Business means a business or job where the purpose is to sell, lease, rent, repair, service, modify, transport, store, or park land motor vehicles or any type of trailer.

Collision means:

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

Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Serious jeopardy to patient health;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

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Employee includes a worker leased to ***you*** by a labor leasing firm, employee leasing company, employment-type agency, or any similar staffing service organization.

Employee does not include a worker leased to ***you*** by a labor leasing firm, employee leasing company, employment-type agency, or any similar staffing service organization to:

1. substitute for a permanent ***employee*** on leave;
2. meet the seasonal demands of ***your*** business; or
3. fulfill ***your*** short-term workload conditions.

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.

Insured Contract means:

1. Any lease of premises;
2. Any railroad sidetrack agreement;
3. Any easement or license agreement, but does not include any easement or license agreement concerning construction or demolition operations on or within 50 feet of a railroad;
4. Any obligation to indemnify a municipality, where such obligation is required by ordinance and is not attributable to work for the municipality;
5. That part of any contract or agreement pertaining to ***your*** business under which ***you*** assume the tort liability of another to pay damages for:
    a. ***bodily injury*** to; or
    b. damage to property of

    a third party. However, such part of a contract or agreement shall only be considered an ***insured contract*** to the extent ***your*** assumption of the tort liability is permitted by law. This includes the indemnification of a municipality in connection with work for the municipality. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement concerning the rental or lease of a ***car*** to ***you*** or to a ***person*** acting on ***your*** behalf in the course of ***your*** business, but does not include that part of any contract or agreement requiring ***you*** or any ***person*** acting on ***your*** behalf to pay for damage to a ***car*** rented or leased by ***you*** or any ***person*** acting on ***your*** behalf.

Insured Contract does not include any provision found in any contract or agreement:

1. that agrees to indemnify a railroad for ***bodily injury*** or damage to property that:
    a. is caused by construction or demolition operations on or within 50 feet of any railroad property; and
    b. affects any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing; or
2. concerning any loan, rental or lease of a ***car*** to ***you*** or any ***person*** acting on ***your*** behalf if that loan, rental or lease of the ***car*** includes a driver; or
3. that holds harmless a ***person*** or organization that transports property for hire, over routes or territories that such ***person*** or organization is authorized to serve by public authority, in a vehicle that is provided Liability Coverage (Bodily Injury and Property Damage) or Property Damage Liability Coverage by this policy.

Medical Expenses means ***reasonable charges*** incurred for ***medically necessary*** medical, surgical, X-ray, dental, and rehabilitative services, including ***medically necessary*** prosthetic devices and ***medically necessary*** ambulance, hospital, and nursing services.

Medical Expenses do not include any:

1. massage as defined in s. 480.033, Florida Statutes;
2. acupuncture as defined in s. 457.102, Florida Statutes;
3. services, care, treatment, or supplies provided by any massage therapist; or
4. services, care, treatment, or supplies provided by any acupuncturist.

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Medically Necessary means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:

1. in accordance with generally accepted standards of medical practice;
2. clinically appropriate in terms of type, frequency, extent, site, and duration; and
3. not primarily for the convenience of the patient, physician, or other healthcare provider.

Motor Vehicle means a vehicle with four or more wheels that:

1. is self-propelled and is of a type:
   a. designed for; and
   b. required to be licensed for use on Florida highways; or
2. is any trailer or semitrailer designed for use with a vehicle described in 1. above.

Motor Vehicle does not include:

1. a mobile home; or
2. any motor vehicle which is:
   a. used in mass transit, other than public school transportation;
   b. designed to transport more than five passengers, exclusive of the operator; and
   c. ***owned by*** a municipality, a transit authority, or a political subdivision of the state.

Newly Acquired Car means a ***car*** newly ***owned by you***. If the "ENTITY" shown on the Declarations is "Individual", then ***newly acquired car*** also means a ***car*** newly ***owned by your spouse*** or a ***resident relative***. A ***car*** ceases to be a ***newly acquired car*** on the earlier of:

1. the effective date and time when that ***car*** is added to the "VEHICLE SCHEDULE" of this policy;
2. 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
3. the end of the 14th calendar day immediately following the date the ***car*** is delivered to ***you***, ***your spouse***, or a ***resident relative***.

If this policy does not provide Comprehensive Coverage or Collision Coverage for any vehicle shown in the "VEHICLE SCHEDULE" on the Declarations and a ***newly acquired car*** is not otherwise afforded comprehensive coverage or collision coverage by any other policy, then:

1. this policy will provide Comprehensive Coverage or Collision Coverage for that ***newly acquired car*** and a ***temporary substitute car*** temporarily replacing that ***newly acquired car***; and
2. the Definition ***Covered Vehicle*** found in Physical Damage Coverages is changed to read:

   Covered Vehicle means:

   1. a ***newly acquired car***; and
   2. a ***temporary substitute car*** that is temporarily replacing a ***newly acquired car***.

   A ***covered vehicle*** also includes the parts and equipment that are common to the use of the vehicle as a vehicle and its ***special equipment***.

No-Fault Act means the Florida Motor Vehicle No-Fault Law and any amendments.

Non-Owned Car means a land motor vehicle, designed for use primarily on public roads, with four or more wheels that is in the lawful possession of ***you***, ***your spouse***, or any ***resident relative*** and that neither:

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

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

Non-owned car does not include:

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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.

Occupying means in, on, entering, or exiting.

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

Owned By means:

1. owned by;
2. registered to; or
3. leased, if the lease is written for a period of 6 months or more, to.

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

1. a ***motor vehicle***;
2. a self-propelled vehicle; or
3. a trailer or other vehicle attached to a self-propelled vehicle.

Person means a human being.

Pollutants means any:

1. irritant or contaminant in a solid, liquid, gaseous, or thermal state;
2. toxic or hazardous substance; or
3. oil in any form.

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

      pick up or delivery; and
   b. that has a Gross Vehicle Weight Rating of 10,000 pounds or less.

Reasonable Charge, which includes reasonable expense, means an amount determined by ***us*** to be reasonable in accordance with the ***No-Fault Act***, considering one or more of the following:

1. usual and customary charges;
2. payments accepted by the provider;
3. reimbursement levels in the community;
4. various federal and state medical fee schedules applicable to ***motor vehicle*** and other insurance coverages;
5. the schedule of maximum charges in the ***No-Fault Act***,
6. other information relevant to the reasonableness of the charge for the service, treatment, or supply; or
7. Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers, if the coding policy or payment methodology does not constitute a utilization limit.

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 a ***your car*** or a ***newly acquired car*** for a short time while that ***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 coverage will apply as if the ***car*** were either.

Trailer means a trailer of the type designed to be used with the vehicle by which it is pulled.

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

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

Work means any work or operations performed by or on behalf of an ***insured*** including:

1. any materials, parts, or equipment furnished in connection with such work or operations; and
2. any warranties or representations made at any time with respect to the fitness, quality, durability, or performance of such work or operations of the items described in 1. above.

You or ***Your*** means the named insured or named insureds shown on the Declarations.

Your Car means the ***car*** or ***cars*** shown in the "VEHICLE SCHEDULE" on the Declarations. ***Your Car*** does not include a ***car*** that ***you*** no longer own or lease.

We also define the following words and phrases which apply only if the "ENTITY" shown on the Declarations is "Individual".

Resident Relative means a ***person***, other than ***you***, who resides primarily with ***you*** and who is:

1. related to ***you*** in any degree by blood, by marriage, or by adoption and who makes their home in the same family unit with ***you***, whether or not temporarily living elsewhere, or
2. a ward or foster child of ***you*** or of a ***person*** described in 1. above and who makes their home in the same family unit with ***you***.

Your Spouse means a spouse of ***you*** shown as a named insured and who makes their home in the same family unit with ***you***, whether or not temporarily living elsewhere.

LIABILITY COVERAGE (Bodily Injury and Property Damage)

This policy provides Liability Coverage (Bodily Injury and Property Damage) if a premium is shown under "Coverage Symbol A" in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definition

Insured means:

1. ***you*** for:
   a. the ownership, maintenance, or use of:
      (1) a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol A" in the "POLICY PREMIUM" schedules on the Declarations;
      (2) a ***newly acquired car***; or
      (3) a ***trailer***; and
   b. the maintenance or use of a ***temporary substitute car***;
2. any ***person*** for their use of:
   a. a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol A" in the "POLICY PREMIUM" schedules on the Declarations;
   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*** express or implied permission;
3. the owner of a ***trailer*** while attached to:
   a. a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol A" in the "POLICY PREMIUM" schedules on the Declarations;
   b. a ***newly acquired car***;
   c. a ***temporary substitute car***; 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:
   a. neither ***owned by***, nor hired by, that other ***person*** or organization, unless:
      (1) the vehicle is a ***your car***; and
      (2) that ***person*** or organization is shown on the Declarations as an owner of that ***your car***; and
   b. not being used by an ***insured*** while logged on as a driver to a transportation network company's digital network.

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Insured does not include the United States of America or any of the Federal Government's departments or 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 property

   caused by an accident that involves a vehicle for which that ***insured*** is provided Liability Coverage (Bodily Injury and Property Damage) 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 decision

   for damages payable under this policy's Liability Coverage (Bodily Injury and Property Damage).

Supplementary Payments

We will pay, in addition to the damages described in the **Insuring Agreement** of this policy's Liability Coverage (Bodily Injury and Property Damage), those items listed below that result from such accident:

1. Attorney fees for:

   a. attorneys chosen by ***us*** to defend an ***insured*** who is sued for such damages. ***We*** have no duty to pay attorney fees incurred after ***we*** deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage (Bodily Injury and Property Damage);

   b. attorneys representing the ***person*** or entity asserting a claim against an ***insured*** are not a covered court cost, cost or expense under the **Supplementary Payments** provision of this coverage in 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 (Bodily Injury and Property Damage); 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 (Bodily Injury and Property Damage);

3. Interest the ***insured*** is legally liable to pay on damages payable under the **Insuring Agreement** of this policy's Liability Coverage (Bodily Injury and Property Damage):

   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 (Bodily Injury and Property Damage) 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 (Bodily Injury and Property Damage). ***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 (Bodily Injury and Property Damage) 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 (Bodily Injury and Property Damage); 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 $250 for each day an ***insured*** attends, at ***our*** request:

      (1) an arbitration;

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(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.

Limit

The Liability Coverage (Bodily Injury and Property Damage) limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

1. If the coverage limit provided by this policy is on an each person/each accident basis, then:

   a. the limit for ***bodily injury*** is shown under "Bodily Injury Limit – Each Person, Each Accident". The dollar amount shown under:

      (1) "Each Person" is the most ***we*** will pay for the sum of:

         (a) all damages resulting from ***bodily injury*** to any one ***person*** injured in any one accident; and

         (b) all damages, including damages for emotional distress, sustained by other ***persons*** as a direct result of that ***bodily injury***.

      (2) "Each Accident" is the most ***we*** will pay, subject to 1.a.(1) above, for all damages and all emotional distress resulting from ***bodily injury*** to two or more ***persons*** who sustained damages or emotional distress in any one accident.

   b. the limit for damage to property is shown under "Property Damage Limit – Each Accident". The dollar amount shown is the most ***we*** will pay for all damages resulting from damage to property in any one accident.

2. If the coverage limit provided by this policy is on an each accident basis, then the dollar amount shown under "Each Accident" is the most ***we*** will pay for the sum of all damages for ***bodily injury***, including damages for all emotional distress sustained by other ***insureds*** not injured in the accident, and all damage to property resulting from any one accident.

   If the coverage limit the ***insured*** must provide is on an each person/each accident basis as required by a motor vehicle compulsory insurance, financial responsibility, motor carrier or similar law, then the limit provided by this policy will be applied to meet the coverage limit required by such law. Regardless of such requirements, ***we*** will not pay more than the limit shown on the Declarations.

3. The limit shown for Liability Coverage (Bodily Injury and Property Damage) is the most ***we*** will pay as a result of any one accident regardless of the number of:

   a. ***insureds***;

   b. claims made;

   c. vehicles insured;

   d. premiums shown on the Declarations; or

   e. vehicles involved in the accident.

Nonduplication

We will not pay any damages or expenses under Liability Coverage (Bodily Injury and Property Damage):

1. that have already been paid as expenses under No-Fault Coverage or Medical Payments Coverage of any policy issued by the ***State Farm Companies*** to ***you***; or

2. that have already been paid under any Uninsured Motor Vehicle Coverage or Underinsured Motor Vehicle Coverage of any policy issued by the ***State Farm Companies*** to ***you***.

Exclusions

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

1. WHO INTENTIONALLY CAUSES ***BODILY INJURY*** OR DAMAGE TO PROPERTY;

2. FOR ***BODILY INJURY*** TO ANY ***PERSON*** WHO BOTH RESIDES PRIMARILY WITH AN ***INSURED*** AND WHO:

   a. IS RELATED TO THAT ***INSURED*** BY BLOOD, MARRIAGE, OR ADOPTION; OR

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b. IS A WARD OR FOSTER CHILD OF THAT ***INSURED***;

3. OR FOR THAT ***INSURED'S*** INSURER FOR ANY OBLIGATION UNDER ANY TYPE OF WORKERS' COMPENSATION, DISABILITY, OR SIMILAR LAW;

4. FOR ***BODILY INJURY*** TO THAT ***INSURED'S EMPLOYEE*** WHICH ARISES OUT 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 THAT FELLOW ***EMPLOYEE'S*** EMPLOYMENT. This exclusion does not apply if this coverage, of this policy, is used to certify financial responsibility;

6. FOR DAMAGES ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF ANY EQUIPMENT THAT IS TOWED BY, MOUNTED ON, OR CARRIED ON ANY VEHICLE. This exclusion does not apply to equipment:

   a. mounted on the vehicle and designed solely for the loading or unloading of the vehicle; or

   b. designed for:

      (1) snow removal;

      (2) street cleaning; or

      (3) road maintenance, other than construction or resurfacing;

7. FOR DAMAGES ARISING OUT OF ***WORK*** AFTER IT IS CONSIDERED COMPLETED. ***WORK*** IS CONSIDERED COMPLETED:

   a. IF IT HAS BEEN ABANDONED; OR

   b. IF IT HAS NOT BEEN ABANDONED, THEN AT THE EARLIEST OF THE FOLLOWING TIMES:

      (1) WHEN THAT PART OF THE ***WORK*** DONE AT A JOB SITE HAS BEEN PUT TO ITS INTENDED USE BY ANY ***PERSON*** OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR WORKING ON THE SAME PROJECT;

      (2) WHEN ALL OF THE ***WORK*** TO BE DONE AT THE LOCATION WHERE THE DAMAGES AROSE HAS BEEN FINISHED; OR

      (3) WHEN ALL OF THE ***WORK*** CALLED FOR IN ***YOUR*** CONTRACT HAS BEEN FINISHED.

   WORK IS CONSIDERED COMPLETED REGARDLESS OF WHETHER ADDITIONAL SERVICING, MAINTENANCE, CORRECTION, REPAIR, OR REPLACEMENT IS REQUIRED;

8. FOR ***BODILY INJURY*** TO ANY ***PERSON*** WHICH ARISES OUT OF ANY VEHICLE WHILE PARKED AND FUNCTIONING AS AN OFFICE OR BUSINESS PREMISES. This exclusion does not apply:

   a. to the loading and unloading of equipment or supplies; or

   b. if such vehicle is maintained primarily to transport ***persons*** or cargo;

9. FOR DAMAGE TO ANY PROPERTY WHICH ARISES OUT OF ANY VEHICLE WHILE PARKED AND FUNCTIONING AS AN OFFICE OR BUSINESS PREMISES. This exclusion does not apply:

   a. to the loading and unloading of equipment or supplies; or

   b. if such vehicle is maintained primarily to transport ***persons*** or cargo;

10. FOR DAMAGES ARISING OUT OF:

    a. THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE ***INSURED*** FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE ***INSURED*** IS PROVIDED LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) BY THIS POLICY;

    b. THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN a. ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE ***INSURED***; OR

    c. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN a. ABOVE;

11. FOR DAMAGES ARISING OUT OF THE:

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a. HANDLING OR USE OF, OR

b. EXISTENCE OF ANY CONDITION IN OR WARRANTY OF

ANY PRODUCT MANUFACTURED, SOLD, OR DISTRIBUTED BY AN ***INSURED*** IF THE ***BODILY INJURY*** OR DAMAGE TO PROPERTY OCCURS AFTER THE ***INSURED*** RELINQUISHES POSSESSION OF THE PRODUCT;

12. FOR ***BODILY INJURY*** OR DAMAGE TO PROPERTY CAUSED BY ***POLLUTANTS*** THAT:

    a. ARE TRANSPORTED BY;

    b. ARE CARRIED IN OR UPON;

    c. ARE RELEASED, DISCHARGED, OR REMOVED FROM; OR

    d. ESCAPE OR LEAK FROM

    ANY VEHICLE. This exclusion does not apply if the ***bodily injury*** or damage to property is the direct, accidental, and instantaneous result of ***pollutants*** caused by a ***collision*** which arises out of the use of any vehicle as a vehicle for which that ***insured*** is provided Liability Coverage (Bodily Injury and Property Damage) by this policy;

13. FOR ANY CLAIM MADE OR LAWSUIT FILED BY ANY ***PERSON***, ORGANIZATION, OR GOVERNMENTAL BODY AGAINST THAT ***INSURED*** FOR DAMAGES, RESPONSE COSTS, OR SIMILAR COSTS, OR ANY RELATED REMEDIAL ACTIONS THAT ARE:

    a. THE REAL OR ALLEGED RESULT OF THE EFFECTS OF ***POLLUTANTS***; OR

    b. IN ANY WAY ASSOCIATED WITH THE COSTS OF:

        (1) CLEANUP;

        (2) REMOVAL;

        (3) CONTAINMENT; OR

        (4) NEUTRALIZATION OF THE EFFECTS

        OF ***POLLUTANTS***.

    This exclusion does not apply if such damages, costs, or remedial actions are the direct, accidental, and instantaneous result of ***pollutants*** caused by a ***collision*** which arises out of the use of any vehicle as a vehicle for which that ***insured*** is provided Liability Coverage (Bodily Injury and Property Damage) by this policy;

14. FOR DAMAGE TO PROPERTY WHILE IT IS:

    a. ***OWNED BY***;

    b. RENTED TO;

    c. USED BY;

    d. IN THE CARE OF; OR

    e. TRANSPORTED BY

    YOU OR THE ***PERSON*** WHO IS LEGALLY LIABLE FOR THE DAMAGE;

15. FOR LIABILITY ASSUMED UNDER ANY CONTRACT OR AGREEMENT. This exclusion does not apply to liability assumed under an ***insured contract***, provided that such contract or agreement was signed prior to the accident which caused the ***bodily injury*** or damage to property;

16. WHILE USING A ***TRAILER*** WITH A MOTOR VEHICLE IF THAT ***INSURED*** IS NOT PROVIDED LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) BY THIS POLICY FOR THE USE OF THAT MOTOR VEHICLE;

17. 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 (17.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;

18. WHO IS AN EMPLOYEE OF THE UNITED STATES OF AMERICA OR ANY OF THE FEDERAL GOVERNMENT'S DEPARTMENTS OR AGENCIES, IF THE PROVISIONS OF THE FEDERAL TORT CLAIMS ACT APPLY;

19. WHO IS:

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a. PROVIDING ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR

b. ***OCCUPYING*** OR STRUCK BY A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED TO PROVIDE ANY TRANSPORTATION NETWORK COMPANY SERVICES;

20. FOR ANY DAMAGES ARISING OUT THE USE OF A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED IN PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM;

21. 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 while maintaining or using a ***your car***, a ***newly acquired car***, a ***temporary substitute car***, or a ***trailer owned by you*** if:

    a. ***you*** are a ***car business***; and

    b. that ***insured*** is:

        (1) ***you***; or

        (2) any of your agents, ***employees***, or business partners; OR

22. WHILE THAT ***INSURED*** IS VALET PARKING A VEHICLE.

If Other Liability Coverage Applies

1. If liability coverage provided by this policy and one or more other Car Policies issued to ***you*** 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 a ***your car*** or a ***trailer*** attached to it.

    a. If:

        (1) this is the only Car Policy issued to ***you*** 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*** 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.

    This policy will provide primary coverage for liability assumed under an ***insured contract***.

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*** 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,

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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*** 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.

PROPERTY DAMAGE LIABILITY COVERAGE

This policy provides Property Damage Liability Coverage if a premium is shown under "Coverage Symbol B" in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definition

Insured means:

1. ***you*** for:
   a. the ownership, maintenance, or use of:
      (1) a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol B" in the "POLICY PREMIUM" schedules on the Declarations;
      (2) a ***newly acquired car***; or
      (3) a ***trailer***; and
   b. the maintenance or use of a ***temporary substitute car***;
2. any ***person*** for their use of:
   a. a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol B" in the "POLICY PREMIUM" schedules on the Declarations;
   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*** express or implied permission;
3. the owner of a ***trailer*** while attached to:
   a. a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol B" in the "POLICY PREMIUM" schedules on the Declarations;
   b. a ***newly acquired car***;
   c. a ***temporary substitute car***; 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:
   a. neither ***owned by***, nor hired by, that other ***person*** or organization, unless:
      (1) the vehicle is a ***your car***; and
      (2) that ***person*** or organization is shown on the Declarations as an owner of that ***your car***; and
   b. not being used by an ***insured*** while logged on as a driver to a transportation network company's digital network.

Insured does not include the United States of America or any of the Federal Government's departments or agencies.

Insuring Agreement

1. ***We*** will pay damages an ***insured*** becomes legally liable to pay because of damage to property caused by an accident that involves a vehicle for which that ***insured*** is provided Property Damage Liability Coverage by this policy;
2. ***We*** have the right to:

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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 decision

for damages payable under this policy's Property Damage Liability Coverage.

3. ***We*** will only defend an ***insured*** in a claim or lawsuit for damages payable under this policy's Property Damage Liability Coverage, that are caused by an accident for which that ***insured*** is provided Property Damage Liability Coverage by this policy. If a claim or lawsuit seeks damages due to both property damage and ***bodily injury***, then ***we*** will only defend the ***insured*** for property damage, and the ***insured*** will be required to hire and pay attorneys to defend the ***insured*** for damages due to ***bodily injury***.

Supplementary Payments

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

1. Attorney fees for:

   a. attorneys chosen by ***us*** to defend an ***insured*** who is sued for such damages. ***We*** have no duty to pay attorney fees incurred after ***we*** deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Property Damage Liability Coverage.

   b. attorneys representing the ***person*** or entity asserting a claim against an ***insured*** are not a covered court cost, cost or expense under the **Supplementary Payments** provision of this coverage in 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 Property Damage 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 Property Damage Liability Coverage.

3. Interest the ***insured*** is legally liable to pay on damages payable under the **Insuring Agreement** of this policy's Property Damage 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 Property Damage 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 Property Damage 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 Property Damage 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 Property Damage 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 $250 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.

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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.

Limit

The Property Damage Liability Coverage limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

1. The limit for damage to property is shown under "Property Damage Limit – Each Accident". The dollar amount shown is the most ***we*** will pay for all damages resulting from damage to property in any one accident.
2. If the coverage limit the ***insured*** must provide is required by a motor vehicle compulsory insurance, financial responsibility, motor carrier or similar law, then the limit provided by this policy will be applied to meet the coverage limit required by such law. Regardless of such requirements, ***we*** will not pay more than the limit shown on the Declarations.
3. The limit shown for Property Damage Liability Coverage is the most ***we*** will pay as a result of any one accident regardless of the number of:
   a. ***insureds***;
   b. claims made;
   c. vehicles insured;
   d. premiums shown on the Declarations; or
   e. vehicles involved in the accident.

Nonduplication

We will not pay any damages or expenses under Property Damage Liability Coverage that have already been paid under any coverage of any policy issued by the ***State Farm Companies*** to ***you***.

Exclusions

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

1. WHO INTENTIONALLY CAUSES DAMAGE TO PROPERTY;
2. FOR ***BODILY INJURY***;
3. OR FOR THAT ***INSURED'S*** INSURER FOR ANY OBLIGATION UNDER ANY TYPE OF WORKERS' COMPENSATION, DISABILITY, OR SIMILAR LAW;
4. FOR DAMAGES ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF ANY EQUIPMENT THAT IS TOWED BY, MOUNTED ON, OR CARRIED ON ANY VEHICLE. This exclusion does not apply to equipment:
   a. mounted on the vehicle and designed solely for the loading or unloading of the vehicle; or
   b. designed for:
      (1) snow removal;
      (2) street cleaning; or
      (3) road maintenance, other than construction or resurfacing;
5. FOR DAMAGES ARISING OUT OF ***WORK*** AFTER IT IS CONSIDERED COMPLETED. ***WORK*** IS CONSIDERED COMPLETED:
   a. IF IT HAS BEEN ABANDONED; OR
   b. IF IT HAS NOT BEEN ABANDONED, THEN AT THE EARLIEST OF THE FOLLOWING TIMES:
      (1) WHEN THAT PART OF THE ***WORK*** DONE AT A JOB SITE HAS BEEN PUT TO ITS INTENDED USE BY ANY ***PERSON*** OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR WORKING ON THE SAME PROJECT;
      (2) WHEN ALL OF THE ***WORK*** TO BE DONE AT THE LOCATION WHERE THE DAMAGES AROSE HAS BEEN FINISHED; OR
      (3) WHEN ALL OF THE ***WORK*** CALLED FOR IN ***YOUR*** CONTRACT HAS BEEN FINISHED.

   WORK IS CONSIDERED COMPLETED REGARDLESS OF WHETHER ADDITIONAL SERVICING, MAINTENANCE, CORRECTION, REPAIR, OR REPLACEMENT IS REQUIRED;
6. FOR DAMAGE TO ANY PROPERTY WHICH ARISES OUT OF ANY VEHICLE WHILE PARKED AND FUNCTIONING AS AN OFFICE OR BUSINESS PREMISES. This exclusion does not apply:
   a. to the loading and unloading of equipment or supplies; or

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b. if such vehicle is maintained primarily to transport ***persons*** or cargo;

7. FOR DAMAGES ARISING OUT OF:

   a. THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE ***INSURED*** FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE ***INSURED*** IS PROVIDED PROPERTY DAMAGE LIABILITY COVERAGE BY THIS POLICY;

   b. THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN a. ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE ***INSURED***; OR

   c. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN a. ABOVE;

8. FOR DAMAGES ARISING OUT OF THE:

   a. HANDLING OR USE OF, OR

   b. EXISTENCE OF ANY CONDITION IN OR WARRANTY OF

   ANY PRODUCT MANUFACTURED, SOLD, OR DISTRIBUTED BY AN ***INSURED*** IF THE ***BODILY INJURY*** OR DAMAGE TO PROPERTY OCCURS AFTER THE ***INSURED*** RELINQUISHES POSSESSION OF THE PRODUCT;

9. FOR DAMAGE TO PROPERTY CAUSED BY ***POLLUTANTS*** THAT:

   a. ARE TRANSPORTED BY;

   b. ARE CARRIED IN OR UPON;

   c. ARE RELEASED, DISCHARGED, OR REMOVED FROM; OR

   d. ESCAPE OR LEAK FROM

   ANY VEHICLE. This exclusion does not apply if the damage to property is the direct, accidental, and instantaneous result of ***pollutants*** caused by a ***collision*** which arises out of the use of any vehicle as a vehicle for which that ***insured*** is provided Property Damage Liability Coverage by this policy;

10. FOR ANY CLAIM MADE OR LAWSUIT FILED BY ANY ***PERSON***, ORGANIZATION, OR GOVERNMENTAL BODY AGAINST THAT ***INSURED*** FOR DAMAGES, RESPONSE COSTS, OR SIMILAR COSTS, OR ANY RELATED REMEDIAL ACTIONS THAT ARE:

    a. THE REAL OR ALLEGED RESULT OF THE EFFECTS OF ***POLLUTANTS***; OR

    b. IN ANY WAY ASSOCIATED WITH THE COSTS OF:

       (1) CLEANUP;

       (2) REMOVAL;

       (3) CONTAINMENT; OR

       (4) NEUTRALIZATION OF THE EFFECTS

       OF ***POLLUTANTS***.

    This exclusion does not apply if such damages, costs, or remedial actions are the direct, accidental, and instantaneous result of ***pollutants*** caused by a ***collision*** which arises out of the use of any vehicle as a vehicle for which that ***insured*** is provided Property Damage Liability Coverage by this policy;

11. FOR DAMAGE TO PROPERTY WHILE IT IS:

    a. ***OWNED BY***;

    b. RENTED TO;

    c. USED BY;

    d. IN THE CARE OF; OR

    e. TRANSPORTED BY

    YOU OR THE ***PERSON*** WHO IS LEGALLY LIABLE FOR THE DAMAGE;

12. FOR LIABILITY ASSUMED UNDER ANY CONTRACT OR AGREEMENT. This exclusion does not apply to property damage liability assumed under an ***insured contract***, provided that such contract or agreement was signed prior to the accident which caused the damage to property;

13. WHILE USING A ***TRAILER*** WITH A MOTOR VEHICLE IF THAT ***INSURED*** IS NOT PROVIDED PROPERTY DAMAGE LIABILITY COVERAGE BY THIS POLICY FOR THE USE OF THAT MOTOR VEHICLE;

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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. WHO IS AN EMPLOYEE OF THE UNITED STATES OF AMERICA OR ANY OF THE FEDERAL GOVERNMENT'S DEPARTMENTS OR AGENCIES, IF THE PROVISIONS OF THE FEDERAL TORT CLAIMS ACT APPLY;

16. WHO IS:

    a. PROVIDING ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR

    b. ***OCCUPYING*** OR STRUCK BY A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED TO PROVIDE ANY TRANSPORTATION NETWORK COMPANY SERVICES;

17. FOR ANY DAMAGES ARISING OUT THE USE OF A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED IN PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM;

18. 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 while maintaining or using a ***your car***, a ***newly acquired car***, a ***temporary substitute car***, or a ***trailer owned by you*** if:

    a. ***you*** are a ***car business***; and

    b. that ***insured*** is:

        (1) ***you***; or

        (2) any of your agents, ***employees***, or business partners; OR

19. WHILE THAT ***INSURED*** IS VALET PARKING A VEHICLE.

If Other Property Damage Liability Coverage Applies

1. If liability coverage provided by this policy and one or more other Car Policies issued to ***you*** 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 a ***your car*** or a ***trailer*** attached to it.

    a. If:

        (1) this is the only Car Policy issued to ***you*** 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*** 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,

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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.

This policy will provide primary coverage for property damage liability assumed under an ***insured contract***.

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*** 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*** 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.

NO-FAULT COVERAGE

This policy provides No-Fault Coverage if a premium is shown under "Coverage Symbol P" in the "POLICY PREMIUM" schedules on the Declarations. Coverage Symbol "P" with a number beside it is ***your*** **No-Fault Schedule** Coverage Symbol. Coverage Symbol "P" with a number beside it is found under the "COVERAGES AND LIMITS" schedule on the Declarations.

The **Income Loss** option ***you*** have selected is shown by ***your*** **No-Fault Schedule** Coverage Symbol in the **Limit** section of this coverage.

Additional Definition

Insured:

1. If the "ENTITY" shown on the Declarations is other than "Individual", then ***insured*** means any ***person*** while ***occupying*** or struck as a pedestrian by:

   a. a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol P" in the "POLICY PREMIUM" schedules on the Declarations;

   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 ***motor vehicle*** must be used with ***your*** express or implied permission.

2. If the "ENTITY" shown on the Declarations is "Individual", then ***insured*** means:

   a. ***you***, ***your spouse***, and ***resident relatives***:

      (1) while ***occupying*** a ***motor vehicle***; or

      (2) struck as a ***pedestrian*** by a ***motor vehicle***; and

   b. any other ***person*** while ***occupying*** or struck as a ***pedestrian*** by:

      (1) a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol P" in the "POLICY PREMIUM" schedules on the Declarations;

      (2) a ***newly acquired car***;

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(3) a ***temporary substitute car***; or

(4) a ***trailer*** while attached to a ***car*** described in (1), (2), or (3) above.

Such ***motor vehicle*** must be used with ***your*** express or implied permission.

Insuring Agreement

We will pay in accordance with the ***No-Fault Act*** properly billed and documented ***reasonable charges*** for ***bodily injury*** to an ***insured*** caused by an accident resulting from the ownership, maintenance, or use of a ***motor vehicle*** as follows:

1. **Medical Expenses**

We will pay 80% of properly billed and documented ***medical expenses***, but only if that ***insured*** receives initial services and care from a provider described in A. below within 14 days after the ***motor vehicle*** accident that caused ***bodily injury*** to that ***insured***.

We will not pay for any ***medical expenses*** if that ***insured*** does not receive initial services and care from a provider described in A. below within 14 days after the ***motor vehicle*** accident that caused ***bodily injury*** to that ***insured***.

We will only pay ***medical expenses***:

A. for initial services and care:

(1) lawfully provided, supervised, ordered or prescribed by:

(a) a physician licensed under chapter 458 or chapter 459 of the Florida Statutes;

(b) a dentist licensed under chapter 466 of the Florida Statutes;

(c) a chiropractic physician licensed under chapter 460 of the Florida Statutes; or

(d) an advanced practice registered nurse registered under s. 464.0123 of the Florida Statutes,

(2) provided in a hospital or facility that owns, or is wholly owned by, a hospital; or

(3) provided by a ***person*** or entity licensed under part III of chapter 401 of the Florida Statutes which provides emergency transportation and treatment;

B. upon referral by a provider described in A. above, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to A. above which may be provided, supervised, ordered, or prescribed only by:

(1) a physician licensed under chapter 458 or chapter 459 of the Florida Statutes;

(2) a chiropractic physician licensed under chapter 460 of the Florida Statues;

(3) a dentist licensed under chapter 466 of the Florida Statutes;

(4) an advanced practice registered nurse registered under s. 464.0123 of the Florida Statutes; or

(5) to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 of the Florida Statutes, or an advanced practice registered nurse licensed under chapter 464 of the Florida Statutes; and

C. for follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to A. above which may also be provided by the following ***persons*** or entities:

(1) a hospital or ambulatory surgical center licensed under chapter 395 of the Florida Statutes;

(2) an entity wholly owned by one or more physicians licensed under chapter 458 or 459 of the Florida Statutes, chiropractic physicians licensed under chapter 460 of the Florida Statutes or dentists licensed under chapter 466 of the Florida Statutes, or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

(3) an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

(4) a physical therapist licensed under chapter 486 of the Florida Statutes, based upon referral by a provider described in B. above; and

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(5) a health care clinic licensed under part X of chapter 400 of the Florida Statutes which is accredited by an accrediting organization whose standards incorporate comparable regulations required by the state of Florida; or

(a) has a medical director licensed under chapter 458, chapter 459, or chapter 460 of the Florida Statutes;

(b) has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and

(c) provides at least four of the following medical specialties:

i. general medicine;

ii. radiography;

iii. orthopedic medicine;

iv. physical medicine;

v. physical therapy;

vi. physical rehabilitation;

vii. prescribing or dispensing outpatient prescription medication; or

viii. laboratory services.

2. **Income Loss**

We will pay, when properly documented, 60% of any loss of gross income and loss of earnings capacity per individual injured ***insured*** from that ***insured's*** inability to work that is proximately caused by the injury sustained by that individual ***insured***.

3. **Replacement Services Loss**

We will pay, when properly documented, ***reasonable charges*** incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the individual injured ***insured*** would have performed without income for the benefit of their household.

4. **Death Benefits**

We will pay $5,000 per deceased individual ***insured***.

Limit

1. ***We*** will not pay any charge that the ***No-Fault Act*** does not require ***us*** to pay, or the amount of any charge that exceeds the amount the ***No-Fault Act*** allows to be charged.

2. The most ***we*** will pay for each injured ***insured*** as a result of any one accident is $10,000 for all combined **Medical Expenses**, **Income Loss**, and **Replacement Services Loss**, described in the **Insuring Agreement** of this policy's No-Fault Coverage.

   The limit for **Medical Expenses** is $10,000 if a physician (excluding a chiropractic physician), a dentist, a physician assistant, or an advanced registered nurse practitioner described in 1.A. or 1.B. under the **Insuring Agreement** of this policy's No-Fault Coverage determined the injured ***insured*** had an ***emergency medical condition***.

   The limit for **Medical Expenses** is $2,500 if any healthcare provider described in 1.A. or 1.B. under the **Insuring Agreement** of this policy's No-Fault Coverage determined the injured ***insured*** did not have an ***emergency medical condition***.

   We will limit payment of **Medical Expenses** described in the **Insuring Agreement** of this policy's No-Fault Coverage to 80% of a properly billed and documented ***reasonable charge***, but in no event will ***we*** pay more than 80% of the following ***No-Fault Act*** "schedule of maximum charges" including the use of Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers:

   a. For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare.

   b. For emergency services and care provided by a hospital licensed under chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.

   c. For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under chapter 395, Florida Statutes, rendered by a physician or dentist, and related

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hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.

d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.

e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.

f. For all other medical services, supplies, and care, 200 percent of the allowable amount under:

(I) The participating physician fee schedule of Medicare Part B, except as provided in sub-sub-subparagraphs (II) and (III).

(II) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.

(III) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this sub-subparagraph, then ***we*** will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation (Florida Rules of Procedure for Worker's Compensation Adjudication) will not be reimbursed by ***us***.

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B. For purposes of this paragraph, the term "service year" means the period from March 1 through the end of February of the following year.

3. ***We*** will pay a **Death Benefit** of $5,000 per deceased individual ***insured***. **Death Benefits** are in addition to the **Medical Expenses**, **Income Loss**, and **Replacement Services Loss** limit.

4. **No-Fault Schedule**

Coverage Symbol	Income Loss Benefits Eliminated For Named Insureds	Income Loss Benefits Eliminated For Named Insureds' Dependent ***Resident Relatives***
P10	No	No
P14	Yes	Yes
P19	Yes	No

Application of Any Deductible and Workers' Compensation Offset

1. The deductible amount, if any, applies to:

a. each named insured; or

b. each named insured and each of ***your*** dependent ***resident relatives***

as shown below ***your*** **No-Fault Schedule** Coverage Symbol in the "COVERAGES AND LIMITS" section on the Declarations. The deductible amount does not apply to **Death Benefits**.

Any deductible will be applied to 100% of properly billed and documented **Medical Expenses**, properly documented **Income Loss**, and properly documented **Replacement Services Loss** that are eligible to be paid under this coverage. The deductible will be applied to such expenses and losses upon our receipt of reasonable documented proof of the expenses and losses and the amount of expenses and losses incurred.

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2. After any applicable deductible has been applied, ***we*** will pay the balance of properly billed and documented **Medical Expenses**, **Income Loss**, and **Replacement Services Loss** in accordance with the percentages and limits as described in the section titled **Limit**.
3. ***We*** will reduce the amount payable as determined in item 2. above by any workers' compensation benefits received for the same loss or expense.

Partial Payment or Rejection of a Claim

If ***we*** pay only a portion of a claim or reject a claim due to an alleged error in the claim, then ***we*** shall, at the time of the partial payment or rejection, provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the ***person*** making the claim, at the ***person's*** option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which shall be considered a timely submission of written notice of a claim.

In a dispute between the ***insured*** and ***us***, or between an assignee of the ***insured's*** rights and ***us***, upon request, ***we*** will notify the ***insured*** or the assignee that the policy limits under this section have been reached within 15 days after the limits have been reached.

Nonduplication

We will not pay under No-Fault Coverage any benefits:

1. that have already been paid to or for the ***insured***:
   a. by or on behalf of any ***person*** or organization who is or may be held legally liable for the ***bodily injury*** to the ***insured***; or
   b. for ***bodily injury*** under any liability coverage of any policy issued by the ***State Farm Companies*** to ***you***, ***your spouse***, or any ***resident relative***;
2. that:
   a. have already been paid;
   b. could have been paid; or
   c. could be paid

   to or for the ***insured*** under other no-fault coverage, any disability benefits law, or similar law; or
3. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance.

Exclusions

THERE IS NO COVERAGE FOR:

1. ***BODILY INJURY*** TO:
   a. ANY ***PEDESTRIAN*** NOT A RESIDENT OF FLORIDA; OR
   b. ANY ***PERSON*** ENTITLED TO NO-FAULT BENEFITS FROM:
      (1) THE OWNER OF A ***MOTOR VEHICLE*** OTHER THAN A NAMED INSURED; OR
      (2) THAT OWNER'S INSURER.

   This exclusion (1.) does not apply to any named insured or any ***resident relative***;
2. ANY ***INSURED*** WHO SUSTAINED ***BODILY INJURY*** WHILE ***OCCUPYING*** A ***MOTOR VEHICLE OWNED BY*** THAT ***INSURED*** AND SUCH ***MOTOR VEHICLE*** IS NOT INSURED UNDER THIS POLICY;
3. ANY ***INSURED PERSON***:
   a. WHOSE CONDUCT CONTRIBUTED TO THEIR ***BODILY INJURY*** UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:
      (1) CAUSING ***BODILY INJURY*** TO THEIRSELF INTENTIONALLY; OR
      (2) WHILE COMMITTING A FELONY;
   b. WHOSE ***BODILY INJURY*** OCCURRED WHILE:
      (1) DRIVING A ***YOUR CAR*** OR A ***NEWLY ACQUIRED CAR*** WITHOUT ***YOUR*** PERMISSION; OR
      (2) ***OCCUPYING*** A ***MOTOR VEHICLE*** LOCATED FOR USE AS A DWELLING OR PREMISES;
   c. WHO OWNS A ***MOTOR VEHICLE*** SUBJECT TO THE ***NO-FAULT ACT.*** This exclusion (3.c.) does not apply to:
      (1) any named insured;
      (2) ***your spouse***; and

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(3) any ***resident relative*** while ***occupying your car*** if the accident occurs outside Florida; OR

d. WHO REFUSES TO:

(1) SUBMIT TO, COMPLETE, OR FAILS TO APPEAR AT AN EXAMINATION UNDER OATH; OR

(2) PROVIDE, COMPLETE, OR FAILS TO APPEAR AT A STATEMENT UNDER OATH;

4. INCOME LOSS WHEN THE **NO-FAULT SCHEDULE** SHOWS INCOME LOSS BENEFITS ARE ELIMINATED UNDER ***YOUR*** COVERAGE SYMBOL;

5. ANY MASSAGE AS DEFINED IN S. 480.033, FLORIDA STATUTES, OR ACUPUNCTURE AS DEFINED IN S. 457.102, FLORIDA STATUTES, REGARDLESS OF THE ***PERSON*** OR ENTITY PROVIDING THE MASSAGE OR ACUPUNCTURE;

6. ANY SERVICES, CARE, TREATMENT, OR SUPPLIES PROVIDED BY ANY MASSAGE THERAPIST OR ANY ACUPUNCTURIST;

7. AN ***INSURED*** WHO IS:

a. PROVIDING ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR

b. ***OCCUPYING*** OR STRUCK BY A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED TO PROVIDE ANY TRANSPORTATION NETWORK COMPANY SERVICES;

8. ANY DAMAGES ARISING OUT THE USE OF A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED IN PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM;

9. ANY ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM THE OPERATION, MAINTENANCE, OR USE OF ANY EQUIPMENT THAT IS TOWED BY, MOUNTED ON, OR CARRIED ON ANY ***MOTOR VEHICLE***. This exclusion (9.) does not apply to equipment:

(a) mounted on the ***motor vehicle*** and designed solely for the loading or unloading of the vehicle; or

(b) designed for:

(i) snow removal;

(ii) street cleaning; or

(iii) road maintenance, other than construction or resurfacing;

10. ANY ***INSURED*** FOR ***BODILY INJURY*** ARISING OUT OF ***WORK*** AFTER IT IS CONSIDERED COMPLETED. ***WORK*** IS CONSIDERED COMPLETED:

a. IF IT HAS BEEN ABANDONED; OR

b. IF IT HAS NOT BEEN ABANDONED, THEN AT THE EARLIEST OF THE FOLLOWING TIMES:

(1) WHEN THAT PART OF THE ***WORK*** DONE AT A JOB SITE HAS BEEN PUT TO ITS INTENDED USE BY ANY ***PERSON*** OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR WORKING ON THE SAME PROJECT;

(2) WHEN ALL OF THE ***WORK*** TO BE DONE AT THE LOCATION WHERE THE DAMAGES AROSE HAS BEEN FINISHED; OR

(3) WHEN ALL OF THE ***WORK*** CALLED FOR IN ***YOUR*** CONTRACT HAS BEEN FINISHED.

WORK IS CONSIDERED COMPLETED REGARDLESS OF WHETHER ADDITIONAL SERVICING, MAINTENANCE, CORRECTION, REPAIR, OR REPLACEMENT IS REQUIRED;

11. ANY ***INSURED*** FOR ***BODILY INJURY*** RESULTING FROM:

(a) THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE ***INSURED*** FOR MOVEMENT INTO OR ONTO A ***MOTOR VEHICLE*** FOR WHICH THE ***INSURED*** IS PROVIDED NO-FAULT COVERAGE BY THIS POLICY;

(b) THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE ***MOTOR VEHICLE*** DESCRIBED IN (a) ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE ***INSURED***; OR

(c) THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A

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HAND TRUCK, THAT IS NOT ATTACHED TO THE ***MOTOR VEHICLE*** DESCRIBED IN (a) ABOVE;

12. ANY ***INSURED*** FOR ***BODILY INJURY*** CAUSED BY ***POLLUTANTS*** THAT:
    (a) ARE TRANSPORTED BY;
    (b) ARE CARRIED IN OR UPON;
    (c) ARE RELEASED, DISCHARGED, OR REMOVED FROM; OR
    (d) ESCAPE OR LEAK FROM

    ANY ***MOTOR VEHICLE***. This exclusion does not apply if the ***bodily injury*** is the direct, accidental, and instantaneous result of ***pollutants*** caused by a ***collision*** which arises out of the use of any ***motor vehicle*** as a vehicle for which that ***insured*** is provided No-Fault Coverage by this policy;
13. ANY ***INSURED*** FOR ***BODILY INJURY*** ARISING OUT OF THE:
    (a) HANDLING OR USE OF, OR
    (b) EXISTENCE OF ANY CONDITION IN OR WARRANTY OF

    ANY PRODUCT MANUFACTURED, SOLD, OR DISTRIBUTED BY AN ***INSURED*** IF THE ***BODILY INJURY*** OCCURS AFTER THE ***INSURED*** RELINQUISHES POSSESSION OF THE PRODUCT; OR
14. ANY ***INSURED*** FOR ***BODILY INJURY*** WHICH ARISES OUT OF ANY ***MOTOR VEHICLE*** WHILE PARKED AND FUNCTIONING AS AN OFFICE OR BUSINESS PREMISES. This exclusion does not apply:
    (a) to the loading and unloading of equipment or supplies; or
    (b) if such ***motor vehicle*** is maintained primarily to transport persons or cargo.

If Other No-Fault Coverage Applies

1. If No-Fault Coverage provided by this policy and one or more other ***motor vehicle*** policies issued to ***you***, ***your spouse***, or any ***resident relative*** by the ***State Farm Companies*** apply to the same ***bodily injury***, then:
    a. the No-Fault 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.
2. If No-Fault Coverage provided by this policy and one or more other ***motor vehicle*** policies issued to ***you***, ***your spouse***, or any ***resident relative*** by one or more sources other than the ***State Farm Companies*** apply to the same ***bodily injury***, then:
    a. the No-Fault Coverage limits of such policies shall not be added together to determine the most that may be paid;
    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, subject to ***our*** pro rata share of the highest applicable limit provided by any one of the policies; and
    c. ***we*** are entitled to recover from each insurer that is liable to pay no-fault coverage benefits to or for the ***insured*** who sustained ***bodily injury***, an equitable pro rata share of benefits paid and expenses incurred in processing the claim.

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;
5. Any ***person*** or organization that provides the ***medically necessary*** services or funeral services; or
6. Any ***person*** appearing to ***us*** to be equitably entitled to receive such payment.

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MEDICAL PAYMENTS COVERAGE

This policy provides Medical Payments Coverage if a premium is shown under "Coverage Symbol C" in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definitions

Insured:

1. If the "ENTITY" shown on the Declarations is other than "Individual", then ***insured*** means any ***person*** while ***occupying*** a:
   a. ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol P" in the "POLICY PREMIUM" schedules on the Declarations;
   b. ***newly acquired car***;
   c. ***temporary substitute car***; or
   d. ***trailer*** while attached to a ***car*** described in a., b., or c. above.

   Such ***motor vehicle*** must be used with ***your*** express or implied permission.
2. If the "ENTITY" shown on the Declarations is "Individual", then ***insured*** means:
   a. ***you***, ***your spouse***, and ***resident relatives***:
      (1) while ***occupying*** a ***motor vehicle***; or
      (2) struck as a ***pedestrian*** by a ***motor vehicle***; and
   b. any other ***person*** while ***occupying*** a:
      (1) ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol P" in the "POLICY PREMIUM" schedules on the Declarations;
      (2) ***newly acquired car***;
      (3) ***temporary substitute car***; or
      (4) ***trailer*** while attached to a ***car*** described in (1), (2), or (3) above.

      Such ***motor vehicle*** must be used with ***your*** express or implied permission.

Insuring Agreement

1. Medical Payments Coverage is excess over No-Fault Coverage. The no-fault deductible, if any, is not payable under Medical Payments Coverage.
2. ***We*** will pay properly billed and documented ***medical expenses*** for services and care that are incurred because of ***bodily injury*** to an ***insured*** caused by an accident resulting from the ownership, maintenance, or use of a ***motor vehicle***, but only:
   a. if that ***insured*** receives initial services and care from a provider described in A. below within 14 days after the ***motor vehicle*** accident that caused ***bodily injury*** to that ***insured***; and
   b. if such services and care are provided within three years after the ***motor vehicle*** accident that caused ***bodily injury*** to that ***insured***.

   We will not pay for any ***medical expenses*** if the ***insured*** does not receive initial services and care from a provider described in A. below within 14 days after the ***motor vehicle*** accident that caused ***bodily injury*** to that ***insured***.

   We will only pay ***medical expenses***:

   A. for initial services and care:
      (1) lawfully provided, supervised, ordered or prescribed by:
         (a) a physician licensed under chapter 458 or chapter 459 of the Florida Statutes;
         (b) a dentist licensed under chapter 466 of the Florida Statutes;
         (c) a chiropractic physician licensed under chapter 460 of the Florida Statutes; or
         (d) an advanced practice registered nurse registered under s. 464.0123 of the Florida Statutes;
      (2) provided in a hospital or facility that owns, or is wholly owned by, a hospital; or
      (3) provided by a ***person*** or entity licensed under part III of chapter 401 of the Florida Statutes

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which provides emergency transportation and treatment;

B. upon referral by a provider described in A. above, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to A. above which may be provided, supervised, ordered, or prescribed only by:

(1) a physician licensed under chapter 458 or chapter 459 of the Florida Statutes;

(2) a chiropractic physician licensed under chapter 460 of the Florida Statues;

(3) a dentist licensed under chapter 466 of the Florida Statutes;

(4) an advanced practice registered nurse registered under s. 464.0123 of the Florida Statutes; or

(5) to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 of the Florida Statutes, or an advanced practice registered nurse licensed under chapter 464 of the Florida Statutes; and

C. for follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to A. above which may also be provided by the following ***persons*** or entities:

(1) a hospital or ambulatory surgical center licensed under chapter 395 of the Florida Statutes;

(2) an entity wholly owned by one or more physicians licensed under chapter 458 or 459 of the Florida Statutes, chiropractic physicians licensed under chapter 460 of the Florida Statutes or dentists licensed under chapter 466 of the Florida Statutes, or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

(3) an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

(4) a physical therapist licensed under chapter 486 of the Florida Statutes, based upon referral by a provider described in B. above; and

(5) a health care clinic licensed under part X of chapter 400 of the Florida Statutes which is accredited by an accrediting organization whose standards incorporate comparable regulations required by the state of Florida; or

(a) has a medical director licensed under chapter 458, chapter 459, or chapter 460 of the Florida Statutes;

(b) has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and

(c) provides at least four of the following medical specialties:

i. general medicine;

ii. radiography;

iii. orthopedic medicine;

iv. physical medicine;

v. physical therapy;

vi. physical rehabilitation;

vii. prescribing or dispensing outpatient prescription medication; or

viii. laboratory services.

3. ***We*** will pay 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

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c. medical bill reviews

to determine if the incurred expenses are ***reasonable charges*** and ***medically necessary*** for the ***bodily injury*** sustained.

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 ***medically necessary***.

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.

Limit

The Medical Payments Coverage limit is dependent upon determination of an ***emergency medical condition*** and is shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

1. **Emergency Medical Condition**

   a. The Medical Payments Coverage limit for an ***insured*** who has been determined to have an ***emergency medical condition*** is shown on the Declarations under "Medical Payments Coverage – Emergency Medical Condition Limit – Each Person". This limit is the most ***we*** will pay for ***medical expenses*** and for funeral expenses combined that are incurred by or on behalf of any one ***insured*** as a result of any one accident if the ***insured*** has been determined to have an ***emergency medical condition*** by a physician, a dentist, a physician assistant, or an advanced registered nurse practitioner described in 2.A. or 2.B. under the **Insuring Agreement** of this policy's Medical Payments Coverage regardless of the number of:

      (1) ***insureds***;

      (2) claims made;

      (3) vehicles insured;

      (4) premiums shown on the Declarations; or

      (5) vehicles involved in the accident.

   b. Subject to the limit shown on the Declarations, as described in 1.a. above, the most ***we*** will pay for funeral expenses incurred for any one ***insured*** is $3,000.

2. **Not An Emergency Medical Condition**

   The Medical Payments Coverage limit for an ***insured*** who has been determined to not have an ***emergency medical condition*** is shown on the Declarations under "Medical Payments Coverage – Not An Emergency Medical Condition Limit – Each Person". This limit is the most ***we*** will pay for ***medical expenses*** and for funeral expenses combined that are incurred by or on behalf of any one ***insured*** as a result of any one accident if the ***insured*** has been determined to not have an ***emergency medical condition*** by a healthcare provider described in 2.A. or 2.B. under the **Insuring Agreement** of this policy's Medical Payments Coverage, regardless of the number of:

   a. ***insureds***;

   b. claims made;

   c. vehicles insured;

   d. premiums shown on the Declarations; or

   e. vehicles involved in the accident.

3. In no event will ***we*** pay more than the following ***No-Fault Act*** "schedule of maximum charges" including the use of Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers:

   a. For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare.

   b. For emergency services and care provided by a hospital licensed under chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.

   c. For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.

   d. For hospital inpatient services, other than emergency services and care, 200 percent of the

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Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.

e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.

f. For all other medical services, supplies, and care, 200 percent of the allowable amount under:

(I) The participating physician fee schedule of Medicare Part B, except as provided in sub-sub-subparagraphs (II) and (III).

(II) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.

(III) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this sub-sub-subparagraph, then ***we*** will limit reimbursement to the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation (Florida Rules of Procedure for Worker's Compensation Adjudication) will not be reimbursed by ***us***.

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B. For purposes of this paragraph, the term "service year" means the period from March 1 through the end of February of the following year.

Nonduplication

We will not pay under Medical Payments Coverage any damages or expenses:

1. that have already been paid to or for the ***insured***:
   a. by or on behalf of any ***person*** or organization who is or may be held legally liable for the ***bodily injury*** to the ***insured***; or
   b. for ***bodily injury*** under any liability coverage of any policy issued by the ***State Farm Companies*** to ***you***, ***your spouse***, or any ***resident relative***; or
2. that have already been paid under No-Fault Coverage or any Uninsured Motor Vehicle Coverage (Stacking or Non-Stacking) of this policy, the no-fault coverage, medical payments coverage, or any uninsured motor vehicle coverage (stacking or non-stacking) of any other policy, or other similar vehicle insurance.

Exclusions

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

1. UNTIL THE MEDICAL EXPENSE BENEFITS OF ALL NO-FAULT COVERAGE AVAILABLE FROM ALL SOURCES HAVE BEEN EXHAUSTED. This does not apply to the 20% of ***medical expenses*** that are not paid under no-fault coverage because of the 80% limitation;
2. FOR ANY ***MEDICAL EXPENSES*** THAT ARE NOT PAYABLE UNDER NO-FAULT COVERAGE BECAUSE THEY ARE EXCLUDED AS PART OF ***YOUR*** CHOSEN NO-FAULT COVERAGE DEDUCTIBLE;
3. FOR ANY ***MEDICAL EXPENSES*** THAT ARE NOT PAYABLE UNDER NO-FAULT COVERAGE. This does not include:

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a. the 20% of ***medical expenses*** that are not paid under no-fault coverage because of the 80% limitation;

b. ***medical expenses*** not paid because the medical expense benefits of all no-fault coverage available from all sources have been exhausted;

c. ***medical expenses*** for ***bodily injury*** while ***occupying*** a ***non-owned car*** while outside Florida, but within the area described under **Where Coverage Applies** for Medical Payments Coverage; and

d. ***medical expenses*** for ***bodily injury*** sustained through being struck as a ***pedestrian*** by a:

(1) ***motor vehicle*** while outside Florida, but within the area described under **Where Coverage Applies** for Medical Payments Coverage; or

(2) motorcycle of a type required to be licensed for use on Florida highways;

4. WHO REFUSES TO:

a. SUBMIT TO, COMPLETE, OR FAILS TO APPEAR AT AN EXAMINATION UNDER OATH; OR

b. PROVIDE, COMPLETE, OR FAILS TO APPEAR AT A STATEMENT UNDER OATH;

5. FOR MILEAGE COSTS FOR THE USE OF A PERSONAL VEHICLE;

6. FOR ANY INTEREST CHARGES;

7. IF ANY WORKERS' COMPENSATION LAW OR ANY SIMILAR LAW APPLIES TO THAT ***INSURED'S BODILY INJURY***;

8. WHO:

a. IS ***OCCUPYING*** OR THROUGH BEING STRUCK AS A ***PEDESTRIAN*** BY A ***VEHICLE OWNED BY YOU***, ***YOUR SPOUSE***, OR ANY ***RESIDENT RELATIVE*** IF IT IS NOT A ***YOUR CAR*** FOR WHICH A PREMIUM FOR THAT ***YOUR CAR*** IS SHOWN UNDER "COVERAGE SYMBOL C" IN THE "POLICY PREMIUM" SCHEDULES ON THE DECLARATIONS OR A ***NEWLY ACQUIRED CAR***; OR

b. AT THE TIME OF THE ACCIDENT OWNS A ***MOTOR VEHICLE*** SUBJECT TO THE ***NO-FAULT ACT*** AND IS NOT INSURED FOR THE COVERAGE REQUIRED BY THE ***NO-FAULT ACT***. This exclusion (8.b.) does not apply to:

(1) ***you***;

(2) ***your spouse***; and

(3) any ***resident relative*** while ***occupying*** a ***your car***, a ***newly acquired car***, a ***temporary substitute car***, or a ***non-owned car*** if the accident occurs outside Florida, but within the area described under **Where Coverage Applies** for Medical Payments Coverage;

9. 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;

10. 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. ***your spouse***;

c. any ***resident relative***;

d. any agent, employee, or business partner of a., b., c., or d. above

while maintaining or using a ***your car***, a ***newly acquired car***, a ***temporary substitute car***, or a ***trailer owned by you***;

11. WHILE THAT ***INSURED*** IS VALET PARKING A ***VEHICLE***;

12. 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***;

13. WHO IS EITHER ***OCCUPYING*** OR STRUCK AS A ***PEDESTRIAN*** BY A ***VEHICLE*** THAT IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES;

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14. 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;

15. WHOSE ***BODILY INJURY*** RESULTS FROM WAR OF ANY KIND;

16. 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;

17. WHOSE ***BODILY INJURY*** RESULTS FROM EXPOSURE TO ***FUNGI***;

18. 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 (18.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;

19. FOR ANY MASSAGE AS DEFINED IN S.480.033, FLORIDA STATUTES, OR ACUPUNCTURE AS DEFINED IN S.457.102, FLORIDA STATUTES, REGARDLESS OF THE ***PERSON*** OR ENTITY PROVIDING THE MASSAGE OR ACUPUNCTURE;

20. FOR ANY SERVICES, CARE, TREATMENT, OR SUPPLIES PROVIDED BY ANY MASSAGE THERAPIST OR ANY ACUPUNCTURIST;

21. WHO IS:

    a. PROVIDING ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR

    b. ***OCCUPYING*** OR STRUCK BY A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED TO PROVIDE ANY TRANSPORTATION NETWORK COMPANY SERVICES;

22. FOR ANY DAMAGES ARISING OUT THE USE OF A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED IN PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM;

23. WHO IS ***OCCUPYING*** A ***NON-OWNED CAR***;

24. WHOSE ***BODILY INJURY*** RESULTS FROM THE OPERATION, MAINTENANCE, OR USE OF ANY EQUIPMENT THAT IS TOWED BY, MOUNTED ON, OR CARRIED ON ANY ***VEHICLE***. This exclusion does not apply to equipment:

    (a) mounted on the ***vehicle*** and designed solely for the loading or unloading of the vehicle; or

    (b) designed for:

        (i) snow removal;

        (ii) street cleaning; or

        (iii) road maintenance, other than construction or resurfacing;

25. FOR ***BODILY INJURY*** ARISING OUT OF ***WORK*** AFTER IT IS CONSIDERED COMPLETED. ***WORK*** IS CONSIDERED COMPLETED:

    (a) IF IT HAS BEEN ABANDONED; OR

    (b) IF IT HAS NOT BEEN ABANDONED, THEN AT THE EARLIEST OF THE FOLLOWING TIMES:

        (i) WHEN THAT PART OF THE ***WORK*** DONE AT A JOB SITE HAS BEEN PUT TO ITS INTENDED USE BY ANY ***PERSON*** OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR WORKING ON THE SAME PROJECT;

        (ii) WHEN ALL OF THE ***WORK*** TO BE DONE AT THE LOCATION WHERE THE DAMAGES AROSE HAS BEEN FINISHED; OR

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(iii) WHEN ALL OF THE ***WORK*** CALLED FOR IN ***YOUR*** CONTRACT HAS BEEN FINISHED.

WORK IS CONSIDERED COMPLETED REGARDLESS OF WHETHER ADDITIONAL SERVICING, MAINTENANCE, CORRECTION, REPAIR, OR REPLACEMENT IS REQUIRED;

26. FOR ***BODILY INJURY*** RESULTING FROM:
    (a) THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE ***INSURED*** FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE ***INSURED*** IS PROVIDED MEDICAL PAYMENTS COVERAGE BY THIS POLICY;
    (b) THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN (a) ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE ***INSURED***; OR
    (c) THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN (a) ABOVE;
27. FOR ***BODILY INJURY*** CAUSED BY ***POLLUTANTS*** THAT:
    (a) ARE TRANSPORTED BY;
    (b) ARE CARRIED IN OR UPON;
    (c) ARE RELEASED, DISCHARGED, OR REMOVED FROM; OR
    (d) ESCAPE OR LEAK FROM

    ANY ***VEHICLE***. This exclusion does not apply if the ***bodily injury*** is the direct, accidental, and instantaneous result of ***pollutants*** caused by a ***collision*** which arises out of the use of any ***vehicle*** as a vehicle for which that ***insured*** is provided Medical Payments Coverage by this policy;
28. FOR ***BODILY INJURY*** ARISING OUT OF THE:
    (a) HANDLING OR USE OF, OR
    (b) EXISTENCE OF ANY CONDITION IN OR WARRANTY OF

    ANY PRODUCT MANUFACTURED, SOLD, OR DISTRIBUTED BY AN ***INSURED*** IF THE ***BODILY INJURY*** OCCURS AFTER THE ***INSURED*** RELINQUISHES POSSESSION OF THE PRODUCT; OR
29. FOR ***BODILY INJURY*** WHICH ARISES OUT OF ANY VEHICLE WHILE PARKED AND FUNCTIONING AS AN OFFICE OR BUSINESS PREMISES. This exclusion does not apply:
    (a) to the loading and unloading of equipment or supplies; or
    (b) if such vehicle is maintained primarily to transport persons or cargo.

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***, ***your spouse***, 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*** a ***your car*** or a ***trailer*** attached to it.
    a. If:
        (1) this is the only vehicle policy issued to ***you***, ***your spouse***, 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

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(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***, ***your spouse***, 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***, ***your spouse***, 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***, ***your spouse***, 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;
5. Any ***person*** or organization that provides the ***medically necessary*** services or funeral services; or
6. Any ***person*** appearing to ***us*** to be equitably entitled to receive such payment.

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UNINSURED MOTOR VEHICLE COVERAGE (Stacking)

This policy provides Uninsured Motor Vehicle Coverage (Stacking) if a premium is shown under "Coverage Symbol U" in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definitions

Insured:

1. If the "ENTITY" shown on the Declarations is other than "Individual", then ***insured*** means:
   a. any ***person*** while ***occupying***:
      (1) a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol U" in the "POLICY PREMIUM" schedules on the Declarations;
      (2) a ***newly acquired car***;
      (3) a ***temporary substitute car***; or
      (4) a ***trailer*** attached to a ***car*** described in (1), (2), or (3) above.

      Such vehicle must be used with ***your*** express or implied permission; and
   b. any ***person*** or organization entitled to recover compensatory damages as a result of ***bodily injury*** to an ***insured*** as defined in a. above.
2. If the "ENTITY" shown on the Declarations is "Individual", then ***insured*** means:
   a. ***you***, ***your spouse***, and ***resident relatives***;
   b. any other ***person*** while ***occupying***:
      (1) a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol U" in the "POLICY PREMIUM" schedules on the Declarations;
      (2) a ***newly acquired car***;
      (3) a ***temporary substitute car***; or
      (4) a ***trailer*** attached to a ***car*** described in (1), (2), or (3) above.

      Such vehicle must be used with ***your*** express or implied permission; and
   c. any ***person*** or organization entitled to recover compensatory damages as a result of ***bodily injury*** to an ***insured*** as defined in a. or b. above.

Uninsured Motor Vehicle means a land motor vehicle and a trailer attached to such land motor vehicle:

1. the ownership, maintenance, and use of which is:
   a. neither insured, nor self-insured, nor bonded for bodily injury liability at the time of the accident; or
   b. insured, self-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 the state of Florida; or
      (2) the limits of liability of the insurance, self-insurance, or bond are less than the damages for ***bodily injury*** sustained by the ***insured***; or
      (3) the entity providing the financial responsibility:
         (a) denies that it provides liability coverage for compensatory damages that result from the accident; or
         (b) is or becomes insolvent; or
2. the owner or driver:
   a. of which could not reasonably have been identified;
   b. remains unknown; and
   c. that causes ***bodily injury*** to the ***insured***.

Uninsured Motor Vehicle does not include a land motor vehicle or trailer:

1. whose ownership, maintenance, or use is provided any liability coverage by this policy. However, any such vehicle will be deemed to be an ***uninsured motor vehicle*** for ***bodily injury*** sustained by ***you***, ***your spouse***, or a ***resident relative*** while the vehicle is being operated by a ***person*** other than ***you***, ***your spouse,*** or a ***resident relative***;

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2. designed for use primarily off public roads except while on public roads;
3. while located for use as a dwelling or other premises; or
4. whose owner or operator could have been reasonably identified.

Insuring Agreement

1. ***We*** will pay compensatory damages for ***bodily injury*** an ***insured*** is legally entitled to recover from the owner or driver of an ***uninsured motor vehicle***.
2. The ***bodily injury*** for which ***we*** will pay compensatory damages must be:
   a. sustained by an ***insured***;
   b. caused by an accident that involves the operation, maintenance, or use of an ***uninsured motor vehicle***; and
   c. a serious injury as described in section 627.737(2) of the Florida Insurance Code before we will pay for damages consisting of pain, suffering, mental anguish, or inconvenience.

Consent to Settlement

The ***insured*** must inform ***us*** of a settlement offer, if any, proposed by or on behalf of the owner or driver of the ***uninsured motor vehicle***, and the ***insured*** must request ***our*** written consent to accept such settlement offer.

If ***we***:

1. consent in writing, then the ***insured*** may accept such settlement offer; or
2. inform the ***insured*** in writing that ***we*** do not consent, then the ***insured*** may not accept such settlement offer and:
   a. ***we*** will make payment to the ***insured*** in an amount equal to such settlement offer. This payment is considered a payment made by or on behalf of the owner or driver of the ***uninsured motor vehicle***; and
   b. any recovery from or on behalf of the owner or driver of the ***uninsured motor vehicle*** shall first be used to repay ***us***.

Deciding Fault and Amount

1. The ***insured*** and ***we*** must agree to the answers to the following two questions:
   a. Is the ***insured*** legally entitled to recover compensatory damages from the owner or driver of the ***uninsured motor vehicle***?
   b. If the ***insured*** and ***we*** agree that the answer to 1.a. above is yes, then what is the amount of the compensatory damages that the ***insured*** is legally entitled to recover from the owner or driver of the ***uninsured motor vehicle***?
2. If there is no agreement on the answer to either question in 1. above, then the disagreement shall be resolved by mediation, arbitration, or litigation as outlined in the **Mediation**, **Arbitration**, and **Legal Action Against Us** provisions under **GENERAL TERMS**.

Limit

The Uninsured Motor Vehicle Coverage (Stacking) limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

1. If the coverage limit provided by this policy is on an each person/each accident basis, then the limit for ***bodily injury*** is shown under "Bodily Injury Limit – Each Person, Each Accident".
   a. For an ***insured*** who is ***you*** or a ***resident relative*** the most ***we*** will pay for the sum of all compensatory damages:
      (1) resulting from ***bodily injury*** to any one ***insured*** injured in any one accident; and
      (2) for emotional distress, sustained by other ***insureds*** as a direct result of that ***bodily injury***, is the lesser of:
         (a) the sum of all compensatory damages resulting from that ***bodily injury*** as determined by the sum of 1.a.(1) and 1.a.(2) above reduced by the sum of all payments for compensatory 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

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(b) the dollar amount shown under "Each Person" multiplied by the number of ***your cars*** for which a premium is shown under "Coverage Symbol U" in the "POLICY PREMIUM" schedules shown on the Declarations.

b. For an ***insured*** who is other than ***you*** or a ***resident relative***, the most ***we*** will pay for the sum of all compensatory damages:

(1) resulting from ***bodily injury*** to any one ***insured*** injured in any one accident; and

(2) for emotional distress, sustained by other ***insureds*** as a direct result of that ***bodily injury***, is the lesser of:

(a) the sum of all compensatory damages resulting from that ***bodily injury*** as determined by the sum of 1.b.(1) and 1.b.(2) above reduced by the sum of all payments for compensatory 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

(b) the dollar amount shown under "Each Person".

c. For all ***insureds*** injured in any one accident, subject to 1.a. and 1.b. above, the most we will pay for the total sum of all compensatory damages resulting from ***bodily injury*** to two or more ***insureds*** injured in any one accident, including all emotional distress resulting from ***bodily injury*** to two or more ***insureds*** who sustained damages or emotional distress in the same accident:

(1) for ***insureds*** who are other than ***you*** or a ***resident relative*** is the dollar amount shown under "Each Accident".

(2) for ***insureds*** who are ***you*** or a ***resident relative*** is the dollar amount shown under "Each Accident" multiplied by the number of ***your cars*** for which a premium is shown under "Coverage Symbol U" in the "POLICY PREMIUM" schedules shown on the Declarations reduced by the amount paid for ***insureds*** who are other than ***you***.

2. If the coverage limit provided by this policy is on an each accident basis, then the limit for ***bodily injury*** is shown under "Bodily Injury Limit – Each Accident".

a. For an ***insured*** who is ***you*** or a ***resident relative*** the most ***we*** will pay for the sum of all compensatory damages:

(1) resulting from ***bodily injury*** to one or more ***insureds*** injured in any one accident; and

(2) for emotional distress, sustained by other ***insureds*** as a direct result of that ***bodily injury***, is the lesser of:

(a) the sum of all compensatory damages resulting from that ***bodily injury*** as determined by the sum of 2.a.(1) and 2.a.(2) above reduced by the sum of all payments for compensatory damages resulting from the ***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

(b) the dollar amount shown under "Each Accident" multiplied by the number of ***your cars*** for which a premium is shown under "Coverage Symbol U" in the "POLICY PREMIUM" schedules shown on the Declarations.

b. For an ***insured*** who is other than ***you*** or a ***resident relative***, the most ***we*** will pay for the sum of all compensatory damages:

(1) resulting from ***bodily injury*** to one or more ***insureds*** injured in any one accident; and

(2) for emotional distress, sustained by other ***insureds*** as a direct result of that ***bodily injury***, is the lesser of:

(a) the sum of all compensatory damages resulting from that ***bodily injury*** as determined by the sum of 2.b.(1) and 2.b.(2) above reduced by the sum of all payments for compensatory damages resulting from the ***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

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(b) the dollar amount shown under "Each Accident".

c. For all ***insureds*** injured in any one accident, subject to a. and b. above, the most we will pay for the total sum of all compensatory damages resulting from ***bodily injury*** to two or more ***insureds*** injured in any one accident, including all emotional distress resulting from ***bodily injury*** to two or more ***insureds*** who sustained damages or emotional distress in the same accident:

(1) for ***insureds*** who are other than ***you*** or a ***resident relative*** is the dollar amount shown under "Each Accident".

(2) for ***insureds*** who are ***you*** or a ***resident relative*** is the dollar amount shown under "Each Accident" multiplied by the number of ***your cars*** for which a premium is shown under "Coverage Symbol U" in the "POLICY PREMIUM" schedules shown on the Declarations reduced by the amount paid for ***insureds*** who are other than ***you***.

3. For ***insureds*** who are:

a. ***you***, ***your spouse***, and ***resident relatives***, the limit shown for Uninsured Motor Vehicle Coverage (Stacking) is the most ***we*** will pay in any one accident regardless of the number of:

(1) ***insureds***;

(2) claims made; or

(3) vehicles involved in the accident.

b. other than ***you***, ***your spouse***, and ***resident relatives***, the limit shown for Uninsured Motor Vehicle Coverage (Stacking) is the most ***we*** will pay in any one accident regardless of the number of:

(1) ***insureds***;

(2) claims made;

(3) vehicles insured;

(4) premiums shown on the Declarations; or

(5) vehicles involved in the accident.

Nonduplication

We will not pay under Uninsured Motor Vehicle Coverage (Stacking) any damages:

1. that have already been paid to or for the ***insured***:
   a. by or on behalf of any ***person*** or organization who is or may be held legally liable for the ***bodily injury*** to the ***insured***; or
   b. for ***bodily injury*** under any liability coverage of any policy issued by the ***State Farm Companies*** to ***you***, ***your spouse***, or any ***resident relative***;
2. that:
   a. have already been paid;
   b. could have been paid; or
   c. could be paid

   to or for the ***insured*** under any workers' compensation law, disability benefits law, or similar law; or
3. that have already been paid as expenses under No-Fault Coverage or Medical Payments Coverage of this policy, the no-fault coverage or medical payments coverage of any other policy, or other similar vehicle insurance.

Exclusions

THERE IS NO COVERAGE:

1. FOR AN ***INSURED*** WHO, WITHOUT ***OUR*** WRITTEN CONSENT, SETTLES WITH ANY ***PERSON*** OR ORGANIZATION WHO MAY BE LIABLE FOR THE ***BODILY INJURY***;
2. TO THE EXTENT IT BENEFITS:
   a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;
   b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR
   c. ANY GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS OR AGENCIES;
3. FOR PUNITIVE OR EXEMPLARY DAMAGES;
4. FOR AN ***INSURED*** WHO IS:
   a. PROVIDING ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR
   b. ***OCCUPYING*** OR STRUCK BY A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED***

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WHILE SUCH VEHICLE IS BEING USED TO PROVIDE ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR

5. FOR AN ***INSURED*** FOR ANY DAMAGES ARISING OUT THE USE OF A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED IN PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM.

If Other Uninsured Motor Vehicle Coverage Applies

1. If any uninsured motor vehicle coverage provided by this policy and one or more other vehicle policies issued to ***you***, ***your spouse***, or any ***resident relative*** by the ***State Farm Companies*** apply to the same ***bodily injury*** sustained by a ***person*** other than ***you***, ***your spouse***, or any ***resident relative***, then:
   a. the uninsured motor vehicle 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 uninsured motor vehicle coverage provided by this policy applies as primary coverage for an ***insured*** who sustains ***bodily injury*** while ***occupying*** a ***your car*** or an attached ***trailer***.

   If uninsured motor vehicle coverage is provided on a primary basis by one or more other sources, then ***we*** will pay the proportion of damages that the applicable limit of this policy bears to the total of all uninsured motor vehicle coverage that applies as primary coverage.
3. Except as provided in 2. above, the uninsured motor vehicle coverage provided by this policy applies as excess coverage for an ***insured*** who sustains ***bodily injury***.

   If uninsured motor vehicle coverage is provided on an excess basis by one or more other sources, then ***we*** will pay the proportion of damages that the applicable limit of this policy bears to the total of all uninsured motor vehicle coverage that applies as excess coverage.
4. If uninsured motor vehicle coverage provided by this policy and one or more other vehicle policies issued to ***you***, ***your spouse***, or any ***resident relative*** by the ***State Farm Companies*** apply to the same ***bodily injury***, then ***we*** may choose one or more policies from which to make payment.

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 COVERAGE (Non-Stacking)

This policy provides Uninsured Motor Vehicle Coverage (Non-Stacking) if a premium is shown under "Coverage Symbol U3" in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definitions

Insured:

1. If the "ENTITY" shown on the Declarations is other than "Individual", then ***insured*** means:
   a. any ***person*** while ***occupying***:
      (1) a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol U3" in the "POLICY PREMIUM" schedules on the Declarations;
      (2) a ***newly acquired car***;
      (3) a ***temporary substitute car***; or
      (4) a trailer attached to a ***car*** described in (1), (2), or (3) above.

      Such vehicle must be used with ***your*** express or implied permission; and

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b. any ***person*** or organization entitled to recover compensatory damages as a result of ***bodily injury*** to an ***insured*** as defined in a. above.

2. If the "ENTITY" shown on the Declarations is "Individual", then ***insured*** means:

   a. ***you***, ***your spouse***, and ***resident relatives***;

   b. any other ***person*** while ***occupying***:

      (1) a ***your car*** for which a premium for that ***your car*** is shown under "Coverage Symbol U3" in the "POLICY PREMIUM" schedules on the Declarations;

      (3) a ***temporary substitute car***; or

      (4) a trailer attached to a ***car*** described in (1), (2), or (3) above.

      Such vehicle must be used with ***your*** express or implied permission; and

   c. any ***person*** or organization entitled to recover compensatory damages as a result of ***bodily injury*** to an ***insured*** as defined in a. or b. above.

Uninsured Motor Vehicle means a land motor vehicle and a trailer attached to such land motor vehicle:

1. the ownership, maintenance, and use of which is:

   a. neither insured, nor self-insured, nor bonded for bodily injury liability at the time of the accident; or

   b. insured, self-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 the state of Florida;

      (2) the limits of liability of the insurance, self-insurance, or bond are less than the damages for ***bodily injury*** sustained by the ***insured***; or

      (3) the entity providing the financial responsibility:

         (a) denies that it provides liability coverage for compensatory damages that result from the accident; or

         (b) is or becomes insolvent; or

2. the owner or driver:

   a. of which could not reasonably have been identified;

   b. remains unknown; and

   c. that causes ***bodily injury*** to the ***insured***.

Uninsured Motor Vehicle does not include a land motor vehicle or trailer:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy. However, any such vehicle will be deemed to be an ***uninsured motor vehicle*** for ***bodily injury*** sustained by ***you***, ***your spouse***, or a ***resident relative*** while the vehicle is being operated by a ***person*** other than ***you***, ***your spouse***, or a ***resident relative***;

2. designed for use primarily off public roads except while on public roads;

3. while located for use as a dwelling or other premises; or

4. whose owner or operator could have been reasonably identified.

Insuring Agreement

1. ***We*** will pay compensatory damages for ***bodily injury*** an ***insured*** is legally entitled to recover from the owner or driver of an ***uninsured motor vehicle***.

2. The ***bodily injury*** for which ***we*** will pay compensatory damages must be:

   a. sustained by an ***insured***;

   b. caused by an accident that involves the operation, maintenance, or use of an ***uninsured motor vehicle***; and

   c. a serious injury as described in section 627.737(2) of the Florida Insurance Code before we will pay for damages consisting of pain, suffering, mental anguish, or inconvenience.

Consent to Settlement

The ***insured*** must inform ***us*** of a settlement offer, if any, proposed by or on behalf of the owner or driver of the ***uninsured motor vehicle***, and the ***insured*** must request ***our*** written consent to accept such settlement offer.

If ***we***:

1. consent in writing, then the ***insured*** may accept such settlement offer; or

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2. inform the ***insured*** in writing that ***we*** do not consent, then the ***insured*** may not accept such settlement offer and:

   a. ***we*** will make payment to the ***insured*** in an amount equal to such settlement offer. This payment is considered a payment made by or on behalf of the owner or driver of the ***uninsured motor vehicle***; and

   b. any recovery from or on behalf of the owner or driver of the ***uninsured motor vehicle*** shall first be used to repay ***us***.

Deciding Fault and Amount

1. The ***insured*** and ***we*** must agree to the answers to the following two questions:

   a. Is the ***insured*** legally entitled to recover compensatory damages from the owner or driver of the ***uninsured motor vehicle***?

   b. If the ***insured*** and ***we*** agree that the answer to 1.a. above is yes, then what is the amount of the compensatory damages that the ***insured*** is legally entitled to recover from the owner or driver of the ***uninsured motor vehicle***?

2. If there is no agreement on the answer to either question in 1. above, then the disagreement shall be resolved by mediation, arbitration, or litigation as outlined in the **Mediation**, **Arbitration**, and **Legal Action Against Us** provisions under **GENERAL TERMS**.

Limit

The Uninsured Motor Vehicle Coverage (Non-Stacking) limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

1. If the coverage limit provided by this policy is on an each person/each accident basis, then the limit for ***bodily injury*** is shown under "Bodily Injury Limit – Each Person, Each Accident".

   a. The most ***we*** will pay for the sum of all compensatory damages:

      (1) resulting from ***bodily injury*** to any one ***insured*** injured in any one accident; and

      (2) for emotional distress, sustained by other ***insureds*** as a direct result of that ***bodily injury***, is the lesser of:

         (a) the sum of all compensatory damages resulting from that ***bodily injury*** as determined by the sum of 1.a.(1) and 1.a.(2) above reduced by the sum of all payments for compensatory 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

         (b) the dollar amount shown under "Each Person".

   b. The most ***we*** will pay, subject to 1.a. above, for the total of all compensatory damages resulting from ***bodily injury*** to two or more ***insureds*** injured in any one accident, including all emotional distress resulting from ***bodily injury*** to two or more ***insureds*** who sustained damages or emotional distress in the same accident, is the dollar amount shown under "Each Accident".

2. If the coverage limit provided by this policy is on an each accident basis, then the limit for ***bodily injury*** is shown under "Bodily Injury Limit – Each Accident".

   The most ***we*** will pay for the sum of all compensatory damages:

   a. resulting from ***bodily injury*** to one or more ***insureds*** injured in any one accident; and

   b. for emotional distress, sustained by other ***insureds*** as a direct result of that ***bodily injury***, is the lesser of:

      (a) the sum of all compensatory damages resulting from ***bodily injury*** as determined by the sum of 2.a. and 2.b. above reduced by the sum of all payments for compensatory 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

      (b) the dollar amount shown under "Each Person".

3. The limit shown for Uninsured Motor Vehicle Coverage (Non-Stacking) is the most ***we*** will pay in any one accident regardless of the number of:

   a. ***insureds***;

   b. claims made;

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c. vehicles insured;

d. premiums shown on the Declarations; or

e. vehicles involved in the accident.

Nonduplication

We will not pay under Uninsured Motor Vehicle Coverage (Non-Stacking) any damages:

1. that have already been paid to or for the ***insured***:

   a. by or on behalf of any ***person*** or organization who is or may be held legally liable for the ***bodily injury*** to the ***insured***; or

   b. for ***bodily injury*** under any liability coverage of any policy issued by the ***State Farm Companies*** to ***you***, ***your spouse***, or any ***resident relative***;

2. that:

   a. have already been paid;

   b. could have been paid; or

   c. could be paid

   to or for the ***insured*** under any workers' compensation law, disability benefits law, or similar law; or

3. that have already been paid as expenses under No-Fault Coverage or Medical Payments Coverage of this policy, the no-fault coverage or medical payments coverage of any other policy, or other similar vehicle insurance.

Exclusions

THERE IS NO COVERAGE:

1. FOR AN ***INSURED*** WHO, WITHOUT ***OUR*** WRITTEN CONSENT, SETTLES WITH ANY ***PERSON*** OR ORGANIZATION WHO MAY BE LIABLE FOR THE ***BODILY INJURY***;

2. FOR AN ***INSURED*** WHO SUSTAINS ***BODILY INJURY***:

   a. WHILE ***OCCUPYING*** A VEHICLE ***OWNED BY YOU***, ***YOUR SPOUSE,*** OR A ***RESIDENT RELATIVE*** IF THAT VEHICLE IS NOT A ***YOUR CAR*** FOR WHICH A PREMIUM FOR THAT ***YOUR CAR*** IS SHOWN UNDER "COVERAGE SYMBOL U3" IN THE "POLICY PREMIUM" SCHEDULES ON THE DECLARATIONS OR A ***NEWLY ACQUIRED CAR***. This exclusion (2.a.) does not apply to ***you*** or ***your spouse occupying*** a vehicle ***owned by*** a ***resident relative*** provided that vehicle is not additionally ***owned by you*** or ***your spouse***;

   b. WHILE A ***PEDESTRIAN*** AND IS STRUCK BY A VEHICLE ***OWNED BY YOU*** OR A ***RESIDENT RELATIVE***;

3. TO THE EXTENT IT BENEFITS:

   a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;

   b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR

   c. ANY GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS OR AGENCIES;

4. FOR PUNITIVE OR EXEMPLARY DAMAGES;

5. FOR AN ***INSURED*** WHO IS:

   a. PROVIDING ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR

   b. ***OCCUPYING*** OR STRUCK BY A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED TO PROVIDE ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR

6. FOR AN ***INSURED*** FOR ANY DAMAGES ARISING OUT THE USE OF A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED IN PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM.

If Other Uninsured Motor Vehicle Coverage Applies

1. If uninsured motor vehicle coverage provided by this policy and one or more other vehicle policies issued to ***you***, ***your spouse***, or any ***resident relative*** by the ***State Farm Companies*** apply to the same ***bodily injury***, then:

   a. the uninsured motor vehicle 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.

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We may choose one or more policies from which to make payment.

2. The uninsured motor vehicle coverage provided by this policy applies as primary coverage for an ***insured*** who sustains ***bodily injury*** while ***occupying*** a ***your car*** or an attached ***trailer***.

   a. If:

      (1) this is the only vehicle policy issued to ***you***, ***your spouse***, or any ***resident relative*** by the ***State Farm Companies*** that provides uninsured motor vehicle coverage which applies to the accident as primary coverage; and

      (2) uninsured motor vehicle 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 uninsured motor vehicle coverage that apply as primary coverage.

   b. If:

      (1) more than one vehicle policy issued to ***you***, ***your spouse***, or any ***resident relative*** by the ***State Farm Companies*** provides uninsured motor vehicle coverage which applies to the accident as primary coverage; and

      (2) uninsured motor vehicle 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 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.

   a. If:

      (1) this is the only vehicle policy issued to ***you***, ***your spouse***, or any ***resident relative*** by the ***State Farm Companies*** that provides uninsured motor vehicle coverage which applies to the accident as excess coverage; and

      (2) uninsured motor vehicle 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 uninsured motor vehicle coverage that apply as excess coverage.

   b. If:

      (1) more than one vehicle policy issued to ***you***, ***your spouse***, or any ***resident relative*** by the ***State Farm Companies*** provides uninsured motor vehicle coverage which applies to the accident as excess coverage; and

      (2) uninsured motor vehicle 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 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.

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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 a premium is shown under "Coverage Symbol D";
2. Collision Coverage if a premium is shown under "Coverage Symbol G";
3. Emergency Road Service Coverage if a premium is shown under "Coverage Symbol H";
4. Car Rental and Travel Expenses Coverage if a premium is shown under "Coverage Symbol R1"

in the "POLICY PREMIUM" schedules on the Declarations.

Deductible

1. The Comprehensive Coverage deductible, if any, that applies to a ***covered vehicle*** that is:
   a. a ***your car*** is the deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for that ***your car***.
   b. a ***newly acquired car*** is the lesser of:
      (1) the lowest Comprehensive Coverage deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for any vehicle for which a premium is shown under "Coverage Symbol D" in the "POLICY PREMIUM" schedules on the Declarations; or
      (2) $500.
   c. a ***temporary substitute car*** is the deductible dollar amount shown for the ***car*** being temporarily replaced.
   d. a camper is the deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for the ***your car*** on which the camper is designed to be mounted or installed. If both the ***your car*** and the camper are damaged by the same ***loss***, then only one deductible will apply.
2. The Collision Coverage deductible that applies to a ***covered vehicle*** that is:
   a. a ***your car*** is the deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for that ***your car***.
   b. a ***newly acquired car*** is the lesser of:
      (1) the lowest Collision Coverage deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for any vehicle for which a premium is shown under "Coverage Symbol G" in the "POLICY PREMIUM" schedules on the Declarations; or
      (2) $500.
   c. a ***temporary substitute car*** is the deductible dollar amount shown for the ***car*** being temporarily replaced.
   d. a camper is the deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for the ***your car*** on which the camper is designed to be mounted or installed. If both the ***your car*** and the camper are damaged by the same ***loss caused by collision***, then only one deductible will apply.

Additional Definitions

Covered Vehicle means:

1. a ***your car***, but only for those coverages for which a premium for that ***your car*** is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations;
2. a ***newly acquired car*** if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations;
3. a ***temporary substitute car*** that is temporarily replacing a ***car*** described in 1. or 2. above, but only for those coverages available to the ***car*** being replaced; and
4. a camper that is shown on the Declarations and designed to be mounted or installed on a ***your car*** described in 1. above, but only for those coverages for which a premium is shown for that ***your car*** under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations.

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A ***covered vehicle*** also includes the parts and equipment that are common to the use of the vehicle as a vehicle and its ***special equipment***. However, parts and equipment of campers must be securely fixed as a permanent part of the camper.

Daily Rental Charge means the sum of:

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

Insured means ***you*** and any ***person*** using a ***covered vehicle*** with ***your*** consent.

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, 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 is not a ***loss caused by collision***.

Special Equipment means:

1. parts and equipment not common to the use of the vehicle as a vehicle that are:
    a. securely fixed as a permanent part of the ***covered vehicle***; or
    b. designed to be:
        (1) pushed by a ***covered vehicle***; or
        (2) towed by a ***covered vehicle***, but only if a description of the towed equipment is shown following "Special Equipment" on the Declarations;
2. parts and accessories designed to be attached to the equipment described in 1.a. and 1.b. above; and
3. tools that are provided by the manufacturer and are specifically designed to operate and maintain the equipment described in 1.a. and 1.b. above.

Insuring Agreements

1. **Comprehensive Coverage**
    a. ***We*** will pay for ***loss***, except ***loss caused by collision***, to a ***covered vehicle***.
    b. ***We*** will pay transportation expenses incurred by an ***insured*** as a result of the total theft of a ***covered vehicle owned by you***. 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 the vehicle has been replaced;
                (iii) seven days after the date ***we*** offer to pay for the ***loss*** if the vehicle has not yet been recovered; or
                (iv) seven days after 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.
    c. The deductible does not apply to damage to the windshield of any ***covered vehicle***.

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2. **Collision Coverage**

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

   b. The deductible does not apply to the repair of windshield glass of any ***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 an ***insured*** rents a ***car*** from a ***car business*** while a ***covered vehicle owned by you*** is not drivable or is being repaired as a result of a ***loss*** which would be payable under Comprehensive Coverage or Collision Coverage.

      We will pay the ***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) seven 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 an ***insured*** 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 a ***covered vehicle owned by you*** 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 the location where such ***car*** is primarily garaged. ***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 their destination or the location where such ***car*** is primarily garaged 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 their destination or the location where such ***car*** is primarily garaged; and

      (2) any ***person you*** choose, to travel to retrieve such ***car*** and drive it to either the original destination or the location where such ***car*** is primarily garaged if the vehicle was left behind for repairs.

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

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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 ***temporary substitute car*** rented from a ***car business***.

The deductible amount must be reported to ***us*** before ***we*** will pay.

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***.

Limit 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) reasonable repair costs and labor rates as determined by ***us*** for the repair market where the ***covered vehicle*** is to be repaired;
            (ii) the prevailing competitive price. Prevailing competitive price means prices charged by a majority of the repair market as determined by a survey made by ***us*** for the area where the ***covered vehicle*** is to be repaired;
            (iii) 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
            (iv) a combination of (i), (ii), or (iii) above.

         If asked, ***we*** will identify at least one facility that will perform the repairs with the pricing and labor rates identified by ***us***.

      The repair estimate will include parts sufficient to restore the ***covered vehicle*** to its

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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, and ***you*** agree these parts are sufficient to restore the ***covered vehicle*** to its pre-loss condition.

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;

b. Pay the actual cash value of the ***covered vehicle*** minus any applicable deductible.

(1) The damaged ***covered vehicle*** must be given to ***us*** in exchange for ***our*** payment, unless ***we*** agree that the owner may 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***:

(2) ***You*** agree with ***us*** that if ***special equipment*** is either:

(a) not damaged, or

(b) damaged and ***we*** offer to pay the cost to repair it, subject to 2. below,

then ***we*** may pay the cost to remove the ***special equipment*** from the ***covered vehicle*** and install it in a replacement vehicle. If ***we*** choose to remove ***special equipment***, then the amount of ***our*** payment for the ***covered vehicle*** will not include the dollar value of the ***special equipment***; 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. Special Equipment – Replacement Cost

If there is a dollar amount shown on the Declarations for ***special equipment*** that is described on the Declarations, then item 1. above applies to determine the amount that ***we*** will pay for the ***covered vehicle***, except to determine the amount ***we*** will pay for the repair or replacement of that described ***special equipment***. ***We*** have the right to choose to pay either the cost to repair or the cost to replace that described ***special equipment*** minus any applicable deductible. However, the most ***we*** will pay to repair or to replace that described ***special equipment***, including removal and installation costs, is the dollar amount shown on the Declarations for that described ***special equipment***. If both the ***covered vehicle*** and its ***special equipment*** are damaged in one ***loss*** or one ***loss caused by collision***, then only one deductible applies.

a. The cost to repair will be determined by:

(1) the cost agreed to by both ***you*** and ***us***; or

(2) a bid or repair estimate approved by ***us***.

The cost to repair such ***special equipment*** does not include any reduction in the value of the ***special equipment*** after it has been repaired, as compared to its value before it was damaged.

b. The cost to replace will be determined by the replacement cost of the same or of similar ***special equipment*** agreed to by both ***you*** and ***us***.

If ***we*** choose to replace ***special equipment***, then ***we*** will pay the actual cash value of that ***special equipment*** until it is replaced. If the ***special equipment*** is replaced, then ***we*** will also pay the lesser of:

(1) the cost incurred to replace that ***special equipment*** less the amount ***we*** already paid for that ***special equipment***; or

(2) the replacement cost agreed to by both ***you*** and ***us*** less the amount ***we*** already paid for that ***special equipment***.

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The damaged ***special equipment*** must be given to ***us*** in exchange for ***our*** payment, unless ***we*** agree that ***you*** or the owner may keep it. If ***you*** or the owner keeps the ***special equipment***, then ***our*** payment will be reduced by the dollar value of the ***special equipment*** after the ***loss***.

3. The most ***we*** will pay for transportation expenses under Comprehensive Coverage is $25 per day subject to an aggregate limit of $750 per ***loss***.

4. If there is a disagreement as to the amount of the ***loss***, which includes any repair, replacement or calibration of glass, then the disagreement will be resolved by appraisal or mediation. Appraisal will be used as the first step toward resolution. Either the owner or ***we*** may request appraisal or mediation.

   (a) Appraisal will follow the rules and procedures as listed below:

      (1) The owner and ***we*** will each select a competent appraiser.

      (2) 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.

      (3) 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.

      (4) The appraisers shall only determine the amount of the ***loss***, which includes any cost of repair, replacement, and recalibration of glass. 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.

      (5) 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***.

      (6) ***We*** do not waive any of ***our*** rights by submitting to an appraisal.

   (b) Mediation will follow the rules outlined in this policy, found under **Mediation**, in the section titled **GENERAL TERMS**.

Limit – Car Rental and Travel Expenses Coverage

1. **Car Rental Expense**

   a. The limit for Car Rental Expense is shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

      (1) The most ***we*** will pay per day for the ***daily rental charge*** incurred as a result of any one ***loss*** to a ***covered vehicle owned by you*** is shown under "Each Day" for that ***covered vehicle owned by you***. If:

         (a) a dollar amount is shown, then ***we*** will pay the ***daily rental charge*** up to that dollar amount; or

         (b) a percentage amount is shown, then ***we*** will pay that percentage of the ***daily rental charge***.

      (2) Subject to (1) above, the most ***we*** will pay for car rental expense incurred as a result of any one ***loss*** to a ***covered vehicle owned by you*** is the dollar amount shown under "Each Loss" for that ***covered vehicle owned by you***.

   b. The Car Rental Expense limit that applies to a ***newly acquired car*** is the highest limit shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

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

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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, ***YOU***;
2. ANY ***COVERED VEHICLE*** DUE TO:
   a. THEFT;
   b. CONVERSION;
   c. EMBEZZLEMENT; OR
   d. SECRETION

   BY ***YOU***, 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;
3. ***LOSS*** TO A ***COVERED VEHICLE OWNED BY YOU*** IF ***YOU*** VOLUNTARILY RELINQUISH POSSESSION OF THE ***COVERED VEHICLE*** TO A ***PERSON*** OR ORGANIZATION UNDER AN ACTUAL OR PRESUMED SALES AGREEMENT;
4. 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***;
5. ***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***;
6. ***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;
7. ***LOSS*** TO ANY ***COVERED VEHICLE*** THAT RESULTS FROM THE TAKING OF OR SEIZURE OF THAT ***COVERED VEHICLE*** BY ANY GOVERNMENTAL AUTHORITY;
8. ***LOSS*** TO ANY ***COVERED VEHICLE*** THAT RESULTS FROM WAR OF ANY KIND;
9. A ***COVERED VEHICLE*** THAT IS A ***YOUR CAR*** WHILE SUBJECT TO ANY:
   a. LIEN AGREEMENT;
   b. RENTAL AGREEMENT;
   c. LEASE AGREEMENT; OR
   d. SALES AGREEMENT

   NOT SHOWN ON THE DECLARATIONS;
10. 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***;
11. 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***

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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;

12. 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;
13. 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;
14. ANY EQUIPMENT USED TO DETECT OR INTERFERE WITH SPEED MEASURING DEVICES;
15. A CAMPER, INCLUDING ITS PARTS AND ITS EQUIPMENT, THAT IS:
    a. DESIGNED TO BE MOUNTED ON A PICKUP TRUCK;
    b. ***OWNED BY YOU***; AND
    c. NOT SHOWN ON THE DECLARATIONS;
16. 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 (16.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;
17. ANY ***COVERED VEHICLE***:
    a. WHILE PROVIDING ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR
    b. ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED TO PROVIDE ANY TRANSPORTATION NETWORK COMPANY SERVICES; OR
18. ANY DAMAGES ARISING OUT THE USE OF A VEHICLE ***OWNED BY*** OR OPERATED BY AN ***INSURED*** WHILE SUCH VEHICLE IS BEING USED IN PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM***.***

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 ***you*** 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 a ***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 in relation to any vehicle shown in the "VEHICLE SCHEDULE"

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on the Declarations, then any Comprehensive Coverage or Collision Coverage provided by this policy for that vehicle also applies to that creditor's interest in that vehicle. 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 10 days after the date ***we*** provide a notice of the termination to the creditor.

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, 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.

INSURED'S DUTIES

1. **Insured's Duty at the Time of an Accident or Loss**

   The ***insured*** must make a reasonable effort to identify:

   a. the owners, operators, and passengers of the vehicles involved in the accident or ***loss***;

   b. the ***person*** or ***persons*** involved in the accident or ***loss***; and

   c. the potential witnesses to the accident or ***loss***.

2. **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***.

3. **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.

4. **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.

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b. The ***insured*** must not, except at their 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.

5. **Questioning Under Oath**

Under:

a. No-Fault Coverage, each ***insured*** making claim or seeking payment, must, at our option:

(1) submit to an examination under oath;

(2) provide a statement under oath; or

(3) do both (1) and (2) above,

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

The scope of the questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information. Compliance with **Questioning Under Oath** is a condition precedent to receiving benefits.

b. all other coverages, each ***insured*** making claim or seeking payment, must, at ***our*** option.

(1) submit to an examination under oath;

(2) provide a statement under oath; or

(3) do both (1) and (2) above,

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

6. **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 or vandalism;

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;

(3) invoices; and

(4) authorizations

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

e. not abandon the ***covered vehicle*** to ***us***.

7. **Other Duties Under No-Fault Coverage, Medical Payments Coverage, and Uninsured Motor Vehicle Coverage (Stacking** and **Non-Stacking)**

An ***insured*** making claim under:

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a. No-Fault Coverage, Medical Payments Coverage, or Uninsured Motor Vehicle Coverage (Stacking or Non-Stacking) 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) submit to be examined as often as ***we*** may reasonably require by physicians chosen and paid by ***us***. A copy of the report will be sent to the ***person*** upon written request.

(a) Under No-Fault Coverage, if an ***insured*** unreasonably refuses to submit to an examination, then ***we*** are no longer liable for subsequent benefits. An ***insured's*** refusal to submit to, complete, or failure to appear at two examinations raises a rebuttable presumption that the ***insured's*** refusal or failure was unreasonable;

(b) Under Medical Payments Coverage and Uninsured Motor Vehicle Coverage (Stacking and Non-Stacking), if an ***insured*** unreasonably refuses to submit to an examination, then ***we*** are not liable for coverage benefits. An ***insured's*** refusal to submit to, complete, or failure to appear at two examinations will be considered unreasonable;

(3) provide written authorization for ***us*** to obtain medical bills, medical records, wage information, salary information, employment information, and any other relevant information ***we*** deem reasonably necessary to substantiate the claim.

Such authorizations must not:

(a) restrict ***us*** from performing ***our*** business functions in:

(i) obtaining relevant and reasonably necessary records, bills, information, and data; nor

(ii) using or retaining relevant and reasonably necessary records, bills, information, and data collected or received by ***us***;

(b) require ***us*** to violate federal or state laws or regulations;

(c) prevent ***us*** from fulfilling ***our*** data reporting and data retention obligations to insurance regulators; or

(d) prevent ***us*** from disclosing claim information and data:

(i) to enable performance of ***our*** business functions;

(ii) to meet ***our*** reporting obligations to insurance regulators;

(iii) to meet ***our*** reporting obligations to insurance data consolidators; and

(iv) as otherwise permitted by law.

If an injured ***insured*** is a minor, unable to act, or dead, then their 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 their legal representative must obtain the information and promptly provide it to ***us***;

(4) submit to ***us*** all information ***we*** need to comply with federal and state laws and regulations; and

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

b. No-Fault Coverage or Medical Payments Coverage must, at ***our*** request, submit documentation

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from the appropriate healthcare provider described in 1.A. or 1.B. under the **Insuring Agreement** of this policy's No-Fault Coverage, or described in 2.A. or 2.B. under the **Insuring Agreement** of this policy's Medical Payments Coverage, confirming whether that healthcare provider determined the injured ***insured*** had, or did not have, an ***emergency medical condition***;

c. No-Fault Coverage or Uninsured Motor Vehicle Coverage (Stacking or Non-Stacking) 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. Uninsured Motor Vehicle Coverage (Stacking or Non-Stacking) must report an accident, involving a motor vehicle whose owner or driver remains unknown, to the police within 24 hours or as soon as reasonably practicable, and to ***us*** within 30 days.

GENERAL TERMS

1. **When Coverage Applies**

The coverages provided by this policy are shown on the Declarations and apply to accidents and ***losses*** that occur during the policy period. The policy period is shown on the Declarations 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.

2. **Where Coverage Applies**

The coverages provided by this policy are shown on the Declarations.

a. Liability Coverage (Bodily Injury and Property Damage), Property Damage Liability Coverage, Medical Payments Coverage, Uninsured Motor Vehicle Coverage (Stacking and Non-Stacking), and Physical Damage Coverages apply to accidents and ***losses*** that occur:

(1) in the United States of America and its territories and possessions;

(2) in Canada; and

(3) 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.

b. No-Fault Coverage applies to accidental ***bodily injury*** sustained:

(1) by an ***insured*** in Florida; and

(2) by ***you***, ***your spouse***, and ***resident relatives*** outside Florida; but within:

(a) the United States of America, its territories or possessions; or

(b) Canada,

while ***occupying*** a ***your car***, a ***newly acquired car***, or a ***temporary substitute car***.

3. **Required Out-of-State Coverage**

If:

a. this policy provides Liability Coverage (Bodily Injury and Property Damage) or Property Damage Liability Coverage and an ***insured***, as defined under the Liability Coverage (Bodily Injury and Property Damage) or Property Damage Liability Coverage of this policy, 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

b. this policy does not provide at least the minimum amounts and types of coverage required by such law for such nonresident,

then this policy will be interpreted to provide the minimum amounts and types of coverage required by such law for such nonresident.

4. **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.

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5. **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 (Bodily Injury and Property Damage)**

For claims brought against an ***insured*** in Mexico, the **Supplementary Payments** provision of this policy's Liability Coverage (Bodily Injury and Property Damage) 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 (Bodily Injury and Property Damage), 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 (Bodily Injury and Property Damage). The amount of such attorney fees incurred by an ***insured*** must be reported to ***us*** before ***we*** will make payment.

b. **Property Damage Liability Coverage**

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

> ***We*** may, in addition to the damages described in items 1. and 2. of the **Insuring Agreement** of this policy's Property Damage 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 Property Damage Liability Coverage. The amount of such attorney fees incurred by an ***insured*** must be reported to ***us*** before ***we*** will make payment.

c. **Medical Payments Coverage**

d. **Uninsured Motor Vehicle Coverage (Stacking** and **Non-Stacking)**

e. **Physical Damage Coverages**

Any amount payable for the repair or replacement of the ***covered vehicle*** under the **Limit 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 FLORIDA 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 Florida state court or a United States District Court that has jurisdiction.

6. **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:

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a. request ***we*** replace a ***car*** currently shown on the Declarations 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 a ***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 a ***your car*** beginning on the date and time ***you*** make the request. The added amount due will be calculated based on that date;

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

c. 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.

If ***your spouse*** or a ***resident relative*** wants to insure a ***car*** newly ***owned by*** either with the ***State Farm Companies*** after that ***car*** ceases to be a ***newly acquired car***, then ***your spouse*** or the ***resident relative*** must apply to the ***State Farm Companies*** for a separate policy to insure the ***car*** newly ***owned by*** either. Such policy will be issued only if both the applicant and the vehicle are eligible for coverage at the time of the application.

7. **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, 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 Florida without issuing a revised policy booklet, a revised Declarations, or an endorsement.

b. **Change of Interest**

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

(2) If a ***person*** shown as a named insured on the Declarations 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 a ***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 a ***your car***, a ***newly acquired car***, or a ***temporary substitute car***.

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 and in ***our*** records to the most recent address provided to ***us*** by:

(1) ***you***; or

(2) the United States Postal Service.

8. **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

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or before the first day of the policy period shown on the most recently issued Declarations.

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 the following:

(1) ***Your cars***, or their use, including annual mileage;

(2) The ***persons*** who regularly drive a ***your car***, including new drivers;

(3) Marital status of all drivers; or

(4) The location where ***your cars*** are primarily garaged.

If the above information or any other information used to determine the premium is incorrect, incomplete, changes during the policy period, or is not provided to ***us*** when ***we*** ask, 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.

e. If due to insufficient funds, payment of premium for this policy by debit card, credit card, electronic funds transfer, or electronic check is returned, is declined, or cannot be processed, ***we*** may impose an insufficient funds fee of $15 per occurrence.

9. **Renewal**

We agree to renew this policy for the next policy period upon payment of the renewal premium when due, unless ***we*** provide a nonrenewal notice or a cancellation notice as set forth in the **Nonrenewal** and **Cancellation** provisions.

10. **Nonrenewal**

If ***we*** decide not to renew this policy, then, at least 45 days before the end of the current policy period, ***we*** will provide a nonrenewal notice to the first named insured who is shown on the Declarations.

However, ***we*** will not nonrenew this policy due to the lawful use, possession, or ownership of a firearm or ammunition by an ***insured***.

11. **Cancellation**

a. **How You May Cancel**

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

(2) However, if the policy provides Liability Coverage (Bodily Injury and Property Damage) or Property Damage Liability Coverage, and No-Fault Coverage, ***you*** may not cancel ***your*** policy during the first two months immediately following the policy effective date unless:

(a) all ***your cars*** insured under this policy have been totally destroyed;

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(b) ***you*** have transferred ownership of all ***your cars*** insured under this policy;

(c) ***you*** have purchased another policy covering all ***your cars*** insured under this policy; or

(d) ***you*** are a member of the United States Armed Forces and have been called to or are on active duty outside the United States in an emergency situation.

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

(1) ***We*** may cancel this policy by providing notice to the first named insured who is shown on the Declarations. The notice will provide the date cancellation is effective.

(2) Except as provided under **Cancellation Due to Incorrect Premium**, the date cancellation is effective will be at least:

(a) 10 days after the date ***we*** provide the cancellation notice, if the cancellation is because the premium was not paid when due; or

(b) 45 days after ***we*** provide the cancellation notice, if the cancellation is because of any other reason.

(3) If ***we*** cancel this policy for nonpayment of premium during the first 30 days immediately following the effective date of this policy, ***we*** will do so only if a check used to pay the premium is dishonored for any reason or any other type of premium payment was subsequently determined to be rejected or invalid.

(4) After this policy has been in force for more than 60 days, ***we*** will not cancel this policy before the end of the current policy period unless it is based on one or more of the following reasons:

(a) Nonpayment of premium;

(b) ***You***, ***your spouse***, any ***resident relative***, or any other ***person*** who usually drives a ***your car*** has had their driver's license or motor vehicle registration under suspension or revocation during the policy period or the 180 days immediately preceding its effective date, or if the policy is a renewal, during its policy period; or

(c) Material misrepresentation or fraud.

However, ***we*** will not cancel this policy due to the lawful use, possession, or ownership of a firearm or ammunition by an ***insured***.

c. **Cancellation Due to Incorrect Premium**

(1) If ***we*** determine that ***we*** have charged ***you*** an incorrect premium for coverages requested in ***your*** insurance application, ***we*** will immediately notify ***you*** of any additional premium due. ***You*** may:

(a) maintain ***your*** policy in force by paying the additional amount due by the date stated in the notice; or

(b) cancel ***your*** policy by the date stated in the notice and receive a refund of any unearned premium.

(2) If ***you*** fail to respond by the date stated in the notice, ***we*** will cancel ***your*** policy. The date cancellation is effective will be at least 14 days after the date ***we*** provide the cancellation notice.

d. **Return of Unearned Premium**

(1) If ***you*** cancel this policy:

(a) then premium will be earned on a pro rata basis. Any remaining unearned premium will be provided to ***you*** within 30 days after the effective date of the policy cancellation, or 30 days after ***we*** receive ***your*** request to cancel this policy, whichever is later. Delay in the return of unearned premium does not affect the cancellation;

(b) ***you*** may elect to apply the unearned portion of any premium paid to unpaid balances of other policies with the ***State Farm Companies***.

(2) If ***we*** cancel this policy:

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(a) then premium will be earned on a pro rata basis. Any unearned premium will be provided at the time ***we*** cancel the policy or within 15 days after the effective date of the policy cancellation. Delay in the return of unearned premium does not affect the cancellation;

(b) ***you*** may elect to apply the unearned portion of any premium paid to unpaid balances of other policies with the ***State Farm Companies***.

12. **Assignment**

No assignment of benefits or other transfer of rights is binding upon ***us*** unless approved by ***us***. This does not include a post loss assignment of benefits; however, assignment of post-loss motor vehicle glass benefits is prohibited.

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

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

14. **Concealment or Fraud**

a. **Coverages Other Than No-Fault Coverage and Medical Payments Coverage**

There is no coverage under this policy for any ***person*** who, or organization making claim or seeking payment that, has made false statements with the intent to conceal or misrepresent any material fact or circumstance in connection with any claim under this policy.

b. **No-Fault Coverage and Medical Payments Coverage**

Benefits shall not be due or payable to or on behalf of an ***insured person*** if that ***person*** has committed, by material act or omission, any insurance fraud relating to No-Fault Coverage or Medical Payments Coverage under this policy, if the fraud is admitted to in a sworn statement by the ***insured*** or if it is established in a court of competent jurisdiction. Any insurance fraud shall void all coverage arising from the claim related to such fraud under No-Fault Coverage or Medical Payments Coverage of the ***insured person*** who committed the fraud, irrespective of whether a portion of the ***insured person's*** claim may be legitimate, and any benefits paid prior to the discovery of the ***insured person's*** insurance fraud shall be recoverable by ***us***, in their entirety, from the ***person*** who committed insurance fraud. ***We*** are entitled to all ***our*** costs and attorney's fees in any action in which ***we*** prevail that enforces ***our*** right of recovery under this provision.

Neither ***we*** nor the ***insured*** is required to pay a claim or charges:

(1) for any service or treatment that was not lawful at the time rendered; or

(2) to any ***person*** who knowingly submits a false or misleading statement relating to the claim or charges.

If ***we*** have reasonable belief that a fraudulent insurance act (s. 626.989, Florida Statutes, or s. 817.234, Florida Statutes) has been committed, ***we*** shall notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. Beginning at the end of the initial 30-day period, ***we*** have an additional 60 days to conduct a fraud investigation. Notwithstanding the demand letter conditions under the **Legal Action Against Us** provision of this policy, no later than 90 days after the submission of the claim, ***we*** must deny the claim or pay the claim with simple interest as provided in d. (2) under the **Legal Action Against Us** provision of this policy. Interest shall be assessed from the day the claim was submitted until the day the claim is paid. All claims denied for suspected fraudulent insurance acts shall be reported to the Division of Insurance Fraud.

15. **Our Right to Recover Our Payments**

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, that is not an ***insured***, then ***we*** will be subrogated to that right to the extent of ***our*** payment.

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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**

(1) 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:

(a) hold in trust for ***us*** the proceeds of any recovery; and

(b) reimburse ***us*** to the extent of ***our*** payment.

(2) ***We*** have a right of reimbursement against the owner or the insurer of the owner of a commercial motor vehicle for ***our*** payments of No-Fault benefits to any ***person*** having been an ***occupant*** of the commercial motor vehicle or having been struck by the commercial motor vehicle as a ***pedestrian***.

Our right of reimbursement for benefits under No-Fault Coverage does not apply to an owner or registrant of a taxicab as identified in s.627.733(1)(b), Florida Statutes.

16. **Mediation**

The ***insured*** or ***we*** may demand mediation of any claim:

a. in an amount of $10,000 or less, resulting from ***bodily injury*** under No-Fault Coverage, Medical Payments Coverage, or Uninsured Motor Vehicle Coverage (Stacking or Non-Stacking); or

b. in any amount, for a ***loss*** covered under Physical Damage Coverages.

The costs of mediation must be reasonable, and ***we*** will bear all costs of conducting mediation conferences, except as provided in section 627.745, and as amended.

If the policyholder fails to appear at the conference, the conference must be rescheduled upon the policyholder's payment of the costs of a rescheduled conference.

If ***we*** fail to appear at the conference, then ***we*** must pay the policyholder's actual expenses incurred in attending the conference if ***our*** failure to attend was not due to a good cause acceptable to the department. ***We*** are deemed to have failed to appear if ***our*** representative lacks authority to settle the full value of the claim. ***We*** shall incur an additional fee, paid to the mediator, for rescheduled conference necessitated by ***our*** failure to appear at a scheduled conference.

Only one mediation may be requested for each claim, unless all parties agree to further mediation.

The Department shall approve mediators, and may adopt rules, to conduct mediation pursuant to legislative section 627.745, and as amended.

The Department shall adopt by rule a motor vehicle claims insurance mediation program to be administered by the Department or its designee. The Department may also adopt special rules that are applicable in cases of an emergency within the state. The rules shall be modeled after practices and procedures set forth in mediation rules of procedure adopted by the Supreme Court.

The Department may designate an entity or ***person*** to serve as an administrator to carry out any of the provisions of mediation and may take this action by means of a written contract or agreement.

Disclosures and information divulged in the mediation process are not admissible in any subsequent action or proceeding relating to the claim or to the cause of action giving rise to the claim. A ***person*** demanding mediation under section 627.745, and as amended, may not demand or request mediation after a suit is filed relating to the same facts already mediated.

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17. **Arbitration**

a. The ***insured*** or ***we*** may request, in writing, arbitration of any claim. If ***you*** and ***we*** agree to arbitrate, then arbitration will follow the procedure outlined below.

(1) The arbitration will take place in the county in which the ***insured*** resides unless the parties agree to another location.

(2) 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.

(3) 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.

(4) The arbitrators shall only decide the answers to the following two questions:

(a) are damages compensatory; and

(b) if damages are compensatory, then what is the amount of compensatory damages.

(5) 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.

(6) 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.

(7) Subject to (1), (2), (3), (4), (5), and (6) above, state court rules governing procedure and admission of evidence will be used.

(8) ***We*** do not waive any of ***our*** rights by submitting to arbitration.

b. ***We*** are not bound by any:

(1) judgment obtained without ***our*** written consent; or

(2) default judgment against any ***person*** or organization other than ***us***.

c. Regardless of the amount of any award, including any judgment or default judgment, ***we*** are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

18. **Legal Action Against Us**

a. Legal action may only be brought against ***us*** within five years immediately following the date of the accident or ***loss***. However, this limitation of action is tolled for a period of 60 days after ***we*** receive notice from the Florida Department of Financial Services, in accordance with section 624.155, Florida Statutes.

b. Legal action may not be brought against ***us*** until there has been full compliance with all the provisions of this policy.

c. Under No-Fault Coverage, ***we*** shall create and maintain for each ***insured*** a log of No-Fault Coverage benefits ***we*** have paid on behalf of the ***insured***. If litigation is commenced, ***we*** shall provide to the ***insured*** a copy of the log within 30 days after receiving a request for the log from the ***insured***.

d. In addition, legal action may only be brought against ***us*** regarding:

(1) Liability Coverage (Bodily Injury and Property Damage) and Property Damage Liability Coverage, after the amount of damages an ***insured*** is legally liable to pay has been finally determined by:

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(a) judgment after an actual trial, and any appeals of that judgment if any appeals are taken; or

(b) agreement between the claimant and ***us***.

(2) No-Fault Coverage, if within 30 days after ***our*** receipt of written notice of an intent to initiate litigation for:

(a) an overdue claim, ***we*** fail to pay the overdue claim, applicable interest, and a penalty of 10% of the overdue amount that ***we*** pay, subject to a maximum penalty of $250; or

(b) ***our*** withdrawal of payment for future treatment not yet rendered, ***we*** fail to provide to the ***person*** filing the notice a written statement of ***our*** agreement to pay for such treatment in accordance with the notice and to pay a penalty of 10%, subject to a maximum penalty of $250, when ***we*** pay for such future treatment.

Payment or ***our*** written statement of agreement to pay for future treatment not yet rendered shall be treated as being made on the date a draft, other valid instrument that is equivalent to payment, or ***our*** written statement of agreement to pay, is placed in the United States mail in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery.

Such notice of intent to initiate litigation may not be sent until the claim is overdue, including any additional time ***we*** have to pay the claim pursuant to the ***No-Fault Act***.

The notice must state that it is a "demand letter under s.627.736" and specify:

i. the name of the ***insured*** for whom benefits are being sought, including a copy of the assignment giving rights to the claimant if the claimant is not the ***insured***;

ii. the claim number or policy number upon which the claim was originally submitted to ***us***; and

iii. to the extent applicable, the name of the medical provider who rendered the treatment, services, accommodations or supplies that form the basis of the claim, and an itemized statement specifying each exact amount, the date of treatment, service, or accommodation, and the type of benefit claimed to be due. A properly completed Centers for Medicare and Medicaid Services (CMS) 1500 form, any other standard form approved by the Florida Office of Insurance Regulation, or the lost wage statement previously submitted, may be used as the itemized statement. To the extent that the demand involves ***our*** withdrawal of payment for future treatment not yet rendered, the claimant shall attach a copy of ***our*** notice withdrawing such payment and an itemized statement of the type, frequency, and duration of future treatment claimed to be reasonable and ***medically necessary***.

The notice must be delivered to ***us*** by United States certified or registered mail, return receipt requested, at the address ***we*** have filed with, and that is made available by, the office of the Florida Chief Financial Officer on its Internet Website. Such postal costs shall be reimbursed by ***us***, if requested by the claimant in the notice, when ***we*** pay the claim.

(3) Medical Payments Coverage unless ***we*** receive written notice of an intent to initiate litigation and if within 30 days after ***our*** receipt of such for:

(a) a claim, ***we*** fail to pay the claim; or

(b) ***our*** withdrawal of payment for future treatment not yet rendered, ***we*** fail to provide to the ***person*** filing the notice a written statement of ***our*** agreement to pay for such treatment in accordance with the notice.

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Payment or ***our*** written statement of agreement to pay for future treatment not yet rendered shall be treated as being made on the date a draft, other valid instrument that is equivalent to payment, or ***our*** written statement of agreement to pay, is placed in the United States mail in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery.

The notice must state that it is a "demand letter for Medical Payments Coverage" and specify:

i. the name of the ***insured*** for whom benefits are being sought, including a copy of the assignment giving rights to the claimant if the claimant is not the ***insured***;

ii. the claim number or policy number upon which the claim was originally submitted to ***us***; and

iii. to the extent applicable, the name of the medical provider who rendered the treatment, services, accommodations or supplies that form the basis of the claim, and an itemized statement specifying each exact amount, the date of treatment, service, or accommodation, and the type of benefit claimed to be due. A properly completed Centers for Medicare and Medicaid Services (CMS) 1500 form, or any other standard form approved by the Florida Office of Insurance Regulation, may be used as the itemized statement. To the extent that the demand involves ***our*** withdrawal of payment for future treatment not yet rendered, the claimant shall attach a copy of ***our*** notice withdrawing such payment and an itemized statement of the type, frequency, and duration of future treatment claimed to be reasonable and ***medically necessary***.

The notice must be delivered to ***us*** by United States certified or registered mail, return receipt requested, at the address ***we*** have filed with, and that is made available by, the office of the Florida Chief Financial Officer on its Internet Website. Such postal costs shall be reimbursed by ***us***, if requested by the claimant in the notice, when ***we*** pay the claim.

(4) Uninsured Motor Vehicle Coverage (Stacking and Non-Stacking) if the ***insured*** or that ***insured's*** legal representative within five years immediately following the date of the accident:

(a) presents an Uninsured Motor Vehicle Coverage (Stacking or Non-Stacking) claim to ***us***;

(b) files a lawsuit, in a state or federal court that has jurisdiction against ***us***;

(c) consents to a jury trial if requested by ***us***; and

(d) agrees that ***we*** may contest the issues of liability and the amount of damages.

We are not bound by any judgment obtained without ***our*** written consent.

We are not bound by default judgment against any ***person*** or organization other than ***us***.

Regardless of the amount of any award, including any judgment or default judgment, ***we*** are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

19. **Choice of Law**

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

a. Florida 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, if this policy was issued by the State Farm Mutual Automobile Insurance Company; or

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(2) Participating Policy provision found on the most recently issued Declarations, if this policy was issued by any subsidiary or affiliate of the State Farm Mutual Automobile Insurance Company.

20. **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.

21. **Our Rights Regarding Claim Information**

a. ***We*** will collect, receive, obtain, use, and retain all the items described in item b.(1) below and use and retain the information described in item b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of ***our*** business functions.

b. Subject to a. above, ***we*** will not be restricted in or prohibited from:

(1) collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, relevant data, and any other reasonable information to process the claim;

(2) using any of the items described in item b.(1) above; or

(3) retaining:

(a) any of the items in item b.(1) above; or

(b) any other information ***we*** have in ***our*** possession as a result of ***our*** processing, handling, or otherwise resolving claims submitted under this policy.

c. ***We*** may disclose any of the items in item b.(1) above and any of the information described in item b.(3)(b) above:

(1) to enable performance of ***our*** business functions;

(2) to meet ***our*** reporting obligations to insurance regulators;

(3) to meet ***our*** reporting obligations to insurance data consolidators;

(4) to meet other obligations required by law; and

(5) as otherwise permitted by law.

d. ***Our*** rights under a., b., and c. above shall not be impaired by any:

(1) authorization related to any claim submitted under this policy; or

(2) act or omission of an ***insured*** or a legal representative acting on an ***insured's*** behalf.

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