



State Farm®  
**Business Car  
Policy  
Booklet**

**Minnesota**  
Policy Form 9623C

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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;
  - 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.

**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. 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, road beds, 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 by this policy.

**Motorcycle** means a self-propelled vehicle designed to travel on fewer than four wheels which has an engine rated at greater than five horsepower.

It includes:

1. a trailer with one or more wheels when the trailer is connected to or being towed by a **motorcycle**; and
2. a motorized bicycle as defined by Minnesota law, except for an electric-assisted bicycle as defined by Minnesota law.

**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 Minnesota No-Fault Automobile Insurance Act and any amendments.

**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 31 or more consecutive days, to.

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

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

**Person** means a human being.

**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.

**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.

**Trailer** means:

1. a trailer designed primarily for travel on public roads with a gross vehicle weight:
  - a. of 3,000 pounds or less; or
  - b. greater than 3,000 pounds while used for pleasure; or
2. a farm implement or farm wagon while being pulled on public roads by a **car**.

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

**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** or **your spouse**, who is:

1. related to **you** or **your spouse** by blood, marriage, or adoption, who resides with **you** or **your spouse**; or
2. a minor:
  - a. in the custody of **you**, **your spouse**, or a **person** defined in 1. above; and
  - b. who resides with **you** or **your spouse**.

A **person** resides in the same household with **you** if that **person's** home is usually in the same family unit, even though temporarily living elsewhere.

**Your Spouse** means the spouse of the first **person** shown as a named insured on the Declarations if the spouse resides in the same household with that named insured. A spouse resides in the same household with a named insured if that spouse's home is usually in the same family unit as that named insured, even though temporarily living elsewhere.

## LIABILITY COVERAGE

This policy provides Liability Coverage 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** that is temporarily replacing a **car** described in a.(1) or a.(2) above;

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** that is temporarily replacing a **car** described in a. or b. above; or
  - d. a **trailer** while attached to a **car** described in a., b., or c. above.

Such vehicle must be used with **your** consent;

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** that is temporarily replacing a **car** described in a. or b. above; 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; 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:
  - 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 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.

### Supplementary Payments

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

- 1. Attorney fees for attorneys chosen by **us** to defend an **insured** who is sued for such damages. **We** 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;
- 2. Court costs awarded by the court against an **insured** and resulting from that part of the lawsuit:

- a. that seeks damages payable under this policy's Liability Coverage; and
- b. against which **we** defend an **insured** with attorneys chosen by **us**.

**We** have no duty to pay court costs incurred after **we** deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;

- 3. Interest the **insured** is legally liable to pay on damages payable under the **Insuring Agreement** of this policy's Liability Coverage:
  - a. before a judgment, but only the interest on the lesser of:
    - (1) that part of the damages **we** pay; or
    - (2) this policy's applicable Liability Coverage limit; and
  - b. after a judgment.

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

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

- b. Reasonable expenses incurred by an **insured** at **our** request other than loss of wages, salary, or other income.

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

**Limit**

The Liability Coverage 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 all damages resulting from **bodily injury** to any one **person** injured in any one accident, including all damages sustained by other **persons** as a result of that **bodily injury**.
    - (2) "Each Accident" is the most **we** will pay, subject to 1.a.(1) above, for all damages resulting from **bodily injury** to two or more **persons** injured 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 all damages 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 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:

- 1. that have already been paid as expenses or benefits under Personal Injury Protection Coverage or Added Income Loss Benefits Coverage of any policy issued by the **State Farm Companies to you**; or
- 2. that have already been paid under Uninsured Motor Vehicle Coverage or Underinsured Motor Vehicle Coverage of any policy issued by the **State Farm Companies to you**.

**Rental Vehicle Coverage**

**We** will pay **your** obligation for damage and loss of use to a:

- 1. **car** of the private passenger type, other than a truck or van, designed primarily to carry **persons** and their luggage;
- 2. motor home;
- 3. pickup truck or van with a carrying capacity of three-fourths ton or less; or
- 4. truck with a registered gross vehicle weight of 26,000 pounds or less

rented by that **person** on a monthly, weekly or daily basis, or loaned as a replacement for a vehicle being serviced or repaired, regardless of whether a fee is charged for the use of the vehicle.

**Rental Vehicle Coverage** does not apply if:

- 1. the rate for the vehicle's use is determined on a period longer than one month;
- 2. the term of the rental agreement is longer than one month; or

3. the rental agreement has a purchase or buyout option or otherwise functions as a substitute for purchase of the vehicle.

**We** will pay the amount of such obligation up to the greater of:

1. the dollar amount shown for Liability Coverage in the "COVERAGES AND LIMITS" schedule on the Declarations under "Property Damage Limit – Each Accident"; or
2. \$35,000.

Compensation for the loss of use of a damaged vehicle covered under **Rental Vehicle Coverage** is limited to the lesser of:

1. the number of days the damaged vehicle is out of use; or
2. 14 days.

This coverage is primary to any coverage available from an insurance policy or automobile self-insurance plan of the owner of the rented vehicle.

This coverage is excess over any coverage available from an insurance policy or automobile self-insurance plan of the employer of the **person** renting the vehicle.

Subject to the above, if more than one policy issued by **us** or any other company applies, the **person** may select the policy from which to collect. The insurer which pays is entitled to a pro-rata contribution from other applicable policies based upon the limits of liability of the property damage liability coverage.

#### Exclusions

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

1. WHO INTENTIONALLY CAUSES **BODILY INJURY** OR DAMAGE TO PROPERTY;
2. OR FOR THAT **INSURED'S** INSURER FOR ANY OBLIGATION UNDER ANY TYPE OF WORKERS' COMPENSATION, DISABILITY, OR SIMILAR LAW;
3. 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;

4. 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;
5. 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;
6. 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;

7. 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;
8. FOR DAMAGE TO 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;
9. 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 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;
10. 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;
11. 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 a **collision** which arises out of the use of any vehicle as a vehicle for which that **insured** is provided Liability Coverage by this policy;
12. 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 ACTION THAT ARE:
  - a. THE REAL OR ALLEGED RESULT OF THE EFFECTS OF **POLLUTANTS**; OR
  - b. IN ANY WAY ASSOCIATED WITH THE COST 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 action 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 by this policy;
13. 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. This exclusion does not apply to damage to a motor vehicle provided coverage under **Rental Vehicle Coverage**;

- 14. 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;
- 15. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION;
- 16. WHILE USING A **TRAILER** WITH A MOTOR VEHICLE IF THAT **INSURED** IS NOT PROVIDED LIABILITY COVERAGE BY THIS POLICY FOR THE USE OF THAT MOTOR VEHICLE;
- 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; OR
- 19. FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE AN **INSURED** IS:

- a. THE DRIVER OF THE VEHICLE; AND
- b. LOGGED ON TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK.

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

The following provisions do not apply to coverage provided under **Rental Vehicle Coverage**.

- 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.

- 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.

## PERSONAL INJURY PROTECTION COVERAGE

This policy provides Personal Injury Protection Coverage if a premium is shown under "Coverage Symbol P" in the "POLICY PREMIUM" schedules on the Declarations. The Personal Injury Protection Coverage symbol that applies to this policy is shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

### Additional Definitions

#### **Insured:**

- 1. If the "ENTITY" shown on the Declarations is other than "Individual", then **insured** means any **person** when:
  - a. **occupying:**
    - (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**,

- (3) a **temporary substitute car** that is temporarily replacing a **car** described in 1.a.(1) or 1.a.(2) above; or
- (4) a **trailer** while attached to a **car** described in 1.a.(1), 1.a.(2), or 1.a.(3) above; or

- b. not a driver or occupant of another **motor vehicle**, if the **bodily injury** occurs in Minnesota and results from the maintenance or use of a **your car**, a **newly acquired car**, or a **temporary substitute car**.

- 2. If the "ENTITY" shown on the Declarations is "Individual", then **insured** means:
  - a. **you, your spouse, and resident relatives**; and
  - b. any other **person** when:
    - (1) **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) a **newly acquired car**;
  - (c) a **temporary substitute car** that is temporarily replacing a **car** described in 2.b.(1)(a) or 2.b.(1)(b) above; or
  - (d) a **trailer** while attached to a **car** described in 2.b.(1)(a), 2.b.(1)(b), or 2.b.(1)(c) above; or
- (2) not a driver or occupant of another **motor vehicle**, if the **bodily injury** occurs in Minnesota and results from the maintenance or use of a **your car**, a **newly acquired car**, or a **temporary substitute car**.

**Motor Vehicle** means a self-propelled vehicle:

- 1. required to be registered by Chapter 168 of the Minnesota Statutes;
- 2. designed for use on public highways; and
- 3. which has more than three wheels.

It includes a trailer with one or more wheels, when the trailer is connected to or being towed by a **motor vehicle**.

**Survivor** means:

- 1. the spouse, if living with the **insured**;
- 2. any child:
  - a. under 18 years old; or
  - b. not self-supporting, due to a physical or mental disability if living with, or supported by the **insured**; and
- 3. an actual dependent of the **insured**, if living with the **insured** at the time of the **insured's** death.

A **person** is no longer a **survivor** when that **person's** status would no longer be one of dependency if the decedent were alive.

#### Insuring Agreement

**We** will pay in accordance with the **No-Fault Act** for **bodily injury** to an **insured**, caused by accident resulting from the maintenance or use of a **motor vehicle** as a vehicle, or through being struck as a pedestrian by a **motorcycle**:

- 1. **Medical Expenses.** These are reasonable charges for necessary:
  - a. medical, surgical, X-ray, optical, dental, chiropractic, ambulance and other transportation expenses incurred to receive covered medical benefits, hospital, extended care, professional nursing, and appropriate rehabilitative services;
  - b. eyeglasses, hearing aids, prescription drugs, and prosthetic devices;
  - c. remedial religious treatment or services by a recognized method of healing in accord with the **insured's** religious beliefs; and
  - d. sign interpreting and language translation services, other than such services provided by a family member of the **insured**, related to the receipt of medical, surgical, X-ray, optical, dental, chiropractic, hospital, extended care, nursing, and rehabilitative services.

Only semi-private room charges will be paid unless more intensive care is medically needed.

Rehabilitative service means:

- a. treatment for rehabilitation; or
- b. a course of rehabilitative job training.

It must be likely to aid substantially in the **insured's** rehabilitation. The cost must be reasonable in relation to the potential effects.

The **insured** must tell **us** about rehabilitative services, except medical, within 60 days after their cost exceeds \$1,000. If **we** are not told on time, the most **we** will pay is:

- a. \$1,000; or
- b. the amount of expense incurred:
  - (1) after **we** are told; and
  - (2) during the 60 days before **we** are told,
 whichever is larger.

The most **we** will pay for prescription drugs that:

- a. are filled and dispensed outside of a licensed pharmacy is the average wholesale price (AWP), or its equivalent, for that drug on the date of sale as published in Medispan, Redbook, or Gold Standard Drug Database, as

identified by its National Drug Code, plus a dispensing fee of \$4.18;

- b. have been repackaged, is the average wholesale price for the underlying drug product, as identified by its National Drug Code from the original labeler;
- c. are compound drugs will be based on the sum of the fee for each ingredient for which there is an assigned National Drug Code number plus a single dispensing fee of \$4.18.

There is no coverage for compound drugs dispensed without first obtaining preauthorization from the reparation obligor.

2. **Income Loss.** This is the *insured's* actual loss of earnings from work because of the inability to work caused by *bodily injury* to this *insured*. It includes:
- a. the cost incurred by a self-employed *insured* to hire *persons* to perform tasks:
    - (1) necessary to maintain income; and
    - (2) this *insured* would have performed except for the *bodily injury*.
  - b. the actual loss of unemployment compensation the unemployed *insured* would have received if not injured.

This applies during a period that:

- a. begins on the date of the accident; and
- b. ends when the *insured*:
  - (1) is able to return to their usual job or occupation on a regular basis; or
  - (2) dies,

whichever occurs first; however, *we* will continue to pay an *insured's* loss of earnings during their lifetime for time missed from work, including reasonable travel time to obtain medical treatment for the *bodily injury* if the *insured* loses income, vacation or sick leave benefits.

The most *we* will pay per week is the lesser of:

- a. \$500; or
- b. 85% of the actual loss of gross earnings reduced by the amount the *insured*:
  - (1) earned from any work; or

(2) could have reasonably earned.

3. **Replacement Services Loss.** These are reasonable expenses incurred for ordinary and needed services the *insured* would have done, except for the injury:

- a. not for income; but
- b. for the benefit of the *insured's* household.

This applies during a period that:

- a. begins eight days after the date of the accident; and
- b. ends when the *insured*:
  - (1) can perform these services; or
  - (2) dies,whichever occurs first.

The most *we* will pay per week is \$200.

4. **Survivors' Loss.** This is:

- a. the loss of the contribution of money or other tangible things of economic value, not including services, that a deceased *insured* would have provided to the *survivors* for their support. This applies only if the *insured* dies within one year after the date of the accident.

The most *we* will pay per week is \$500.

- b. reasonable expenses incurred for ordinary and necessary services the deceased *insured* would have done for the *survivors* and their household.

The most *we* will pay per week is \$500 less any expenses avoided because of the *insured's* death.

5. **Funeral Expenses.** These are expenses for funeral, burial, cremation or delivery under the Minnesota Anatomical Gift Act.

The most *we* will pay is \$5,000.

#### Settlement of Loss

1. **Payment Of Any Amount Due**

*We* will pay any amount due:

- a. to the *insured* or any *person* or organization providing services;

- b. to the dependent **survivor**,
- c. to a parent or guardian, if the **insured** or dependent **survivor** is a minor or an incompetent **person**; or
- d. at **our** option to a **person** authorized by law to receive such payment.

Payments will be made on a monthly basis for incurred expenses and loss within thirty days after **we** have proof of the amount due.

## 2. Arbitration

- a. When the amount of the claim is \$10,000 or less, any dispute in the amount owed must be decided by arbitration conducted in accordance with the Rules Of Procedure For No-Fault Arbitration of the **No-Fault Act**.
- b. When the amount of the claim is more than \$10,000, any dispute in the amount owed may, upon mutual consent, be decided by arbitration conducted in accordance with the Rules Of Procedure For No-Fault Arbitration of the **No-Fault Act**.

## Lapse in Treatment or Disability

If there is a lapse in the period of disability or medical treatment of an **insured** who:

- 1. has received payment under this section; and
- 2. then claims re-occurrence of the **bodily injury**,

**we** may require medical proof of the re-occurrence.

Coverage does not apply if the lapse in disability and medical treatment is more than one year.

## 2. Personal Injury Protection Coverage Schedule

Coverage Symbol		Aggregate Limit	Medical Expense	All Other Loss and Expense Combined	Medical Expense Deductible	Income Loss Deductible
P20,	P2A	\$40,000	\$20,000	\$20,000	None	None
P21,	P2B	40,000	20,000	20,000	\$100	None
P22,	P2C	40,000	20,000	20,000	None	\$200
P23,	P2D	40,000	20,000	20,000	\$100	\$200
P24*,	P2E*	40,000	20,000	20,000	None	None
P25*,	P2F*	40,000	20,000	20,000	\$100	None

## Limit

### 1. The Most We Pay

- a. The most **we** will pay for:
  - (1) medical expenses due to **bodily injury** to any one **insured** is the dollar amount shown in the Personal Injury Protection Coverage Schedule under "Medical Expense" for the coverage symbol that applies to this policy.
  - (2) income loss, replacement services loss, survivors' loss, and funeral expenses combined due to **bodily injury** to any one **insured** is the dollar amount shown in the Personal Injury Protection Coverage Schedule under "All Other Loss and Expense Combined" for the coverage symbol that applies to this policy.

Subject to 1.a.(1) and 1.a.(2) above, the most **we** will pay for all loss and expense described in 1.a.(1) and 1.a.(2) above due to **bodily injury** to any one **insured** in any one accident is the dollar amount shown in the Personal Injury Protection Coverage Schedule under "Aggregate Limit" for the coverage symbol that applies to this policy.

Any medical expense deductible applies once per accident. It is shared equally. Any income loss deductible applies to each **insured**.

- b. If benefits are paid or payable under a workers' compensation law, the amount payable per week for income loss or survivors' loss is reduced by the weekly workers' compensation benefits payable for that loss. This coverage is excess over other benefits paid or payable under a workers' compensation law.

Coverage Symbol		Aggregate Limit	Medical Expense	All Other Loss and Expense Combined	Medical Expense Deductible	Income Loss Deductible
P30,	P3A	50,000	30,000	20,000	None	None
P31,	P3B	50,000	30,000	20,000	\$100	None
P32,	P3C	50,000	30,000	20,000	None	\$200
P33,	P3D	50,000	30,000	20,000	\$100	\$200
P34*,	P3E*	50,000	30,000	20,000	None	None
P35*,	P3F*	50,000	30,000	20,000	\$100	None
P40,	P4A	60,000	40,000	20,000	None	None
P41,	P4B	60,000	40,000	20,000	\$100	None
P42,	P4C	60,000	40,000	20,000	None	\$200
P43,	P4D	60,000	40,000	20,000	\$100	\$200
P44*,	P4E*	60,000	40,000	20,000	None	None
P45*,	P4F*	60,000	40,000	20,000	\$100	None
P50,	P5A	70,000	50,000	20,000	None	None
P51,	P5B	70,000	50,000	20,000	\$100	None
P52,	P5C	70,000	50,000	20,000	None	\$200
P53,	P5D	70,000	50,000	20,000	\$100	\$200
P54*,	P5E*	70,000	50,000	20,000	None	None
P55*,	P5F*	70,000	50,000	20,000	\$100	None

\*For coverages marked with an asterisk above, Income Loss benefits are not payable to any named insured shown on the Declarations Page who is age 65 or older or age 60 or older and is retired and receiving a pension.

#### Exclusions

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

1. WHILE OPERATING A **MOTOR VEHICLE** WITHOUT REASONABLE BELIEF OF THE LEGAL RIGHT TO DO SO. This exclusion does not apply to **you**, **your spouse**, or **resident relatives**;
2. WHILE OUTSIDE MINNESOTA AND **OCCUPYING** A VEHICLE:
  - a. REGULARLY USED IN THE BUSINESS OF TRANSPORTING **PERSONS** OR PROPERTY AND PART OF A FLEET OF MORE THAN FOUR VEHICLES; OR
  - b. **OWNED BY** A GOVERNMENT OTHER THAN THE STATE OF MINNESOTA, ITS POLITICAL SUBDIVISIONS, MUNICIPAL CORPORATIONS OR PUBLIC AGENCIES.

This exclusion does not apply to **you**, **your spouse**, or **resident relatives**;
3. SUFFERED WHILE ATTEMPTING TO INJURE HIMSELF, HERSELF OR OTHERS. **We** pay survivors' loss benefits, UNLESS THE DECEDENT WAS ATTEMPTING TO INJURE HIMSELF OR HERSELF;
4. SUFFERED WHILE PARTICIPATING IN, PRACTICING FOR, OR PREPARING FOR AN OFFICIAL RACING CONTEST. This exclusion does not apply to a rally held on public roads;
5. SUFFERED WHILE **OCCUPYING** A SELF-PROPELLED VEHICLE HAVING:
  - a. FEWER THAN FOUR WHEELS; AND
  - b. AN ENGINE RATING OVER FIVE HORSE-POWER;
6. SUFFERED WHILE MAINTAINING OR USING A VEHICLE LOCATED FOR USE AS A DWELLING OR PREMISES;
7. DUE TO WAR;

8. RESULTING FROM THE CONDUCT OF A BUSINESS OF REPAIRING, SERVICING, OR MAINTAINING **MOTOR VEHICLES**. This exclusion does not apply if the conduct occurs off the business premises;

9. IF THE **INSURED** IS:

- a. COVERED AS A NAMED INSURED UNDER ANOTHER POLICY; OR
- b. COVERED UNDER A SELF-INSURANCE CONTRACT

THAT PROVIDES THE BENEFITS REQUIRED BY THE **NO-FAULT ACT**. This exclusion does not apply to any named insured who is shown on the Declarations;

10. IF THE **INSURED** IS COVERED AS:

- a. THE SPOUSE OR RELATIVE OF A NAMED INSURED; OR
- b. A MINOR IN THE CUSTODY OF A NAMED INSURED OR OF A RELATIVE RESIDING IN THE SAME HOUSEHOLD WITH THE NAMED INSURED

UNDER ANOTHER POLICY THAT PROVIDES THE BENEFITS REQUIRED BY THE **NO-FAULT ACT**. This exclusion does not apply to **you, your spouse**, or any **resident relative**;

11. WHILE:

- a. DRIVING OR **OCCUPYING A MOTOR VEHICLE** FURNISHED BY THE EMPLOYER OF **YOU, YOUR SPOUSE**, OR ANY **RESIDENT RELATIVE**; OR
- b. **OCCUPYING A MOTOR VEHICLE** THAT IS BEING USED IN THE BUSINESS OF TRANSPORTING **PERSONS** OR PROPERTY, other than:
  - (1) a commuter van;
  - (2) a vehicle transporting:
    - (a) children to a school or a school activity; or
    - (b) children as a part of a family day care or group family day care program; or

(3) a bus operated in Minnesota.

- c. **OCCUPYING A TAXI**, unless he or she is a passenger.

This exclusion does not apply to **bodily injury** sustained by an **insured** while **occupying a your car**, a **newly acquired car**, a **temporary substitute car**, or a **motor vehicle** that is not covered for the benefits required by the **No-Fault Act**;

12. 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:
  - (1) snow removal;
  - (2) street cleaning; or
  - (3) road maintenance, other than construction or resurfacing;

13. WHOSE **BODILY INJURY** RESULTS FROM **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;

14. WHOSE **BODILY INJURY** RESULTS FROM 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;

15. WHOSE **BODILY INJURY** RESULTS 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 PERSONAL INJURY PROTECTION 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;

16. WHOSE **BODILY INJURY** RESULTS FROM 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;

17. WHOSE **BODILY INJURY** RESULTS FROM **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 a **collision** which arises out of the use of any vehicle as a vehicle for which that **insured** is provided Personal Injury Protection Coverage or Added Income Loss Benefits Coverage by this policy; OR

18. WHO IS:

- a. **OCCUPYING A YOUR CAR, A NEWLY ACQUIRED CAR, OR A TEMPORARY SUBSTITUTE CAR** WHILE THE DRIVER OF SUCH **CAR** IS LOGGED ON TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK;
- b. NOT A DRIVER OR OCCUPANT OF ANOTHER **MOTOR VEHICLE**, IF THE **BODILY INJURY** OCCURS IN MINNESOTA AND RESULTS FROM THE MAINTENANCE OR USE OF A **YOUR CAR, A NEWLY ACQUIRED CAR** OR A **TEMPORARY SUBSTITUTE CAR** WHILE THE DRIVER OF SUCH **CAR** IS LOGGED ON TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK; OR
- c. **OCCUPYING A MOTOR VEHICLE** OTHER THAN A **YOUR CAR, A NEWLY ACQUIRED CAR, OR A TEMPORARY SUBSTITUTE CAR** IF EITHER **YOU, YOUR SPOUSE, OR ANY RESIDENT RELATIVE** IS:
  - (1) THE DRIVER OF SUCH **MOTOR VEHICLE**; AND
  - (2) LOGGED ON AS A DRIVER TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK.

**If Other Personal Injury Protection Coverage or Added Income Loss Benefits Coverage Applies**

1. No **person** shall recover twice for the same expense or loss.
2. a. If the Personal Injury Protection Coverage symbol that applies to this policy ends with A, B, C, D, E, or F, the following applies:

Subject to 1. above, if personal injury protection coverage or added income loss benefits coverage is available from other policies issued by **us** or other insurers or from self-insurers, **we** will

pay **our** share. **Our** share is that percent of the expenses or loss that the limit of liability of this policy for the benefit bears to the total of all limits of liability for that benefit of all personal injury protection coverage or added income loss benefits coverage that applies.

- b. If the Personal Injury Protection Coverage symbol that applies to this policy does not end with A, B, C, D, E, or F, the following applies:

Subject to 1. above, if personal injury protection coverage or added income loss benefits coverage is available from other policies issued by **us** or other insurers or from self-insurers:

- (1) the total amount of coverage available from all sources shall not exceed the highest

amount of coverage available from any one source; and

- (2) **we** will pay **our** share. **Our** share is that percent of the expenses or loss that the limit of liability of this policy for the benefit bears to the total limit of liability for that benefit of all personal injury protection coverage or added income loss benefits coverage that applies.

### Constitutionality

If a court declares any part of the **No-Fault Act** invalid, **we** may refigure the premium and change the coverage. If the refigured premium is greater than what has been paid, **you** will pay **us** the difference. If the refigured premium is less than what has been paid, **we** will pay **you** the difference.

## ADDED INCOME LOSS BENEFITS COVERAGE

This policy provides Added Income Loss Benefits Coverage if a premium is shown under "Coverage Symbol Q" in the "POLICY PREMIUM" schedules on the Declarations. The Added Income Loss Benefits Coverage symbol that applies to this policy is shown in the "COVERAGES AND LIMITS" schedule on the Declarations.

### Additional Definitions

**Insured** means a **person** whose name is shown under "Persons Insured" in the "COVERAGES AND LIMITS" schedule on the Declarations.

**Motor Vehicle** means a self-propelled vehicle:

1. required to be registered by Chapter 168 of the Minnesota Statutes;
2. designed for use on public highways; and
3. which has more than three wheels.

It includes a trailer with one or more wheels, when the trailer is connected to or being towed by a **motor vehicle**.

### Insuring Agreement

**We** will pay, in accord with the Schedule, benefits for added income loss. This is the **insured's** actual loss of earnings

from work because of the inability to work caused by **bodily injury** to this **insured**. It includes the cost incurred by a self-employed **insured** to hire **persons** to perform tasks:

1. necessary to maintain income; and
2. this **insured** would have performed except for the **bodily injury**.

This coverage applies during a period that:

1. begins on the date of the accident; and
2. ends when the **insured**:
  - a. is able to return to their usual job or occupation on a regular basis; or
  - b. dies,whichever occurs first,

The most **we** will pay per week is the lesser of:

1. the dollar amount shown in the Schedule; or
2. 85% of the actual loss of gross earnings reduced by the amount the **insured**:
  - a. earned from any work; or
  - b. could have reasonably earned.

**Settlement of Loss**

**1. Payment Of Any Amount Due**

**We** will pay any amount due:

- a. to the **insured** or any **person** or organization providing services;
- b. to the dependent **survivor**;
- c. to a parent or guardian, if the **insured** or dependent **survivor** is a minor or an incompetent **person**; or
- d. at **our** option to a **person** authorized by law to receive such payment.

Payments will be made on a monthly basis for incurred expenses and loss within thirty days after **we** have proof of the amount due.

**2. Arbitration**

- a. When the amount of the claim is \$10,000 or less, any dispute in the amount owed must be decided by arbitration conducted in accordance with the Rules Of Procedure For No-Fault Arbitration of the **No-Fault Act**.

- b. When the amount of the claim is more than \$10,000, any dispute in the amount owed may, upon mutual consent, be decided by arbitration conducted in accordance with the Rules Of Procedure For No-Fault Arbitration of the **No-Fault Act**.

**Lapse in Treatment or Disability**

If there is a lapse in the period of disability or medical treatment of an **insured** who:

- 1. has received payment under this section; and
- 2. then claims re-occurrence of the **bodily injury**,

**we** may require medical proof of the re-occurrence.

Coverage does not apply if the lapse in disability and medical treatment is more than one year.

**Limit**

**1. The Most We Pay**

The most **we** pay an **insured** is limited to the dollar amounts shown in the Schedule for the coverage symbol that applies to this policy. The amount shown under "Added Income Loss Limit" is the total dollar amount of coverage for one **insured**.

**2. Schedule**

Coverage Symbol	Added Income Loss Limit	Maximum Amount Payable Per Week	
		While Income Loss Is Payable Under Coverage P	After Exhaustion Of Income Loss Under Coverage P
Q1	\$15,000	None	\$250
Q2	\$40,000	\$100	\$350

**Exclusions**

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

- 1. WHILE OPERATING A **MOTOR VEHICLE** WITHOUT REASONABLE BELIEF OF THE LEGAL RIGHT TO DO SO. This exclusion does not apply to **you**, **your spouse**, or **resident relatives**;
- 2. WHILE OUTSIDE MINNESOTA AND **OCCUPYING** A VEHICLE:
  - a. REGULARLY USED IN THE BUSINESS OF TRANSPORTING **PERSONS** OR PROPERTY

AND PART OF A FLEET OF MORE THAN FOUR VEHICLES; OR

- b. **OWNED BY** A GOVERNMENT OTHER THAN THE STATE OF MINNESOTA, ITS POLITICAL SUBDIVISIONS, MUNICIPAL CORPORATIONS OR PUBLIC AGENCIES.

This exclusion does not apply to **you**, **your spouse**, or **resident relatives**;

- 3. SUFFERED WHILE ATTEMPTING TO INJURE HIMSELF, HERSELF OR OTHERS;

4. SUFFERED WHILE PARTICIPATING IN, PRACTICING FOR, OR PREPARING FOR AN OFFICIAL RACING CONTEST. This exclusion does not apply to a rally held on public roads;
5. SUFFERED WHILE **OCCUPYING** A SELF-PROPELLED VEHICLE HAVING:
  - a. FEWER THAN FOUR WHEELS; AND
  - b. AN ENGINE RATING OVER FIVE HORSE-POWER;
6. SUFFERED WHILE MAINTAINING OR USING A VEHICLE LOCATED FOR USE AS A DWELLING OR PREMISES;
7. DUE TO WAR;
8. RESULTING FROM THE CONDUCT OF A BUSINESS OR REPAIRING, SERVICING, OR MAINTAINING **MOTOR VEHICLES**. This exclusion does not apply if the conduct occurs off the business premises;
9. 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:
    - (1) snow removal;
    - (2) street cleaning; or
    - (3) road maintenance, other than construction or resurfacing;
10. WHOSE **BODILY INJURY** RESULTS FROM **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.
11. WHOSE **BODILY INJURY** RESULTS FROM 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;
12. WHOSE **BODILY INJURY** RESULTS 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 ADDED INCOME LOSS BENEFITS 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;
13. WHOSE **BODILY INJURY** RESULTS FROM 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;

14. WHOSE **BODILY INJURY** RESULTS FROM **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 a **collision** which arises out of the use of any vehicle as a vehicle for which that **insured** is provided Personal Injury Protection Coverage or Added Income Loss Benefits Coverage by this policy; OR

15. WHO IS:

- a. **OCCUPYING A YOUR CAR, A NEWLY ACQUIRED CAR, OR A TEMPORARY SUBSTITUTE CAR** WHILE THE DRIVER OF SUCH **CAR** IS LOGGED ON TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK;
- b. NOT A DRIVER OR OCCUPANT OF ANOTHER **MOTOR VEHICLE**, IF THE **BODILY INJURY** OCCURS IN MINNESOTA AND RESULTS FROM THE MAINTENANCE OR USE OF A **YOUR CAR, A NEWLY ACQUIRED CAR OR A TEMPORARY SUBSTITUTE CAR** WHILE THE DRIVER OF SUCH **CAR** IS LOGGED ON TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK; OR
- c. **OCCUPYING A MOTOR VEHICLE** OTHER THAN A **YOUR CAR, A NEWLY ACQUIRED CAR, OR A TEMPORARY SUBSTITUTE CAR** IF EITHER **YOU, YOUR SPOUSE, OR ANY RESIDENT RELATIVE** IS:

- (1) THE DRIVER OF SUCH **MOTOR VEHICLE**; AND
- (2) LOGGED ON AS A DRIVER TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK.

**If Other Personal Injury Protection Coverage or Added Income Loss Benefits Coverage Applies**

1. No **person** shall recover twice for the same expense or loss.
2. a. If the Personal Injury Protection Coverage symbol that applies to this policy ends with A, B, C, D, E, or F, the following applies:

Subject to 1. above, if personal injury protection coverage or added income loss benefits coverage is available from other policies issued by **us** or other insurers or from self-insurers, **we** will pay **our** share. **Our** share is that percent of the expenses or loss that the limit of liability of this policy for the benefit bears to the total of all limits of liability for that benefit of all personal injury protection coverage or added income loss benefits coverage that applies.

- b. If the Personal Injury Protection Coverage symbol that applies to this policy does not end with A, B, C, D, E, or F, the following applies:

Subject to 1. above, if personal injury protection coverage or added income loss benefits coverage is available from other policies issued by **us** or other insurers or from self-insurers:

- (1) the total amount of coverage available from all sources shall not exceed the highest amount of coverage available from any one source; and
- (2) **we** will pay **our** share. **Our** share is that percent of the expenses or loss that the limit of liability of this policy for the benefit bears to the total limit of liability for that benefit of all personal injury protection coverage or added income loss benefits coverage that applies.

**Constitutionality**

If a court declares any part of the **No-Fault Act** invalid, **we** may refigure the premium and change the coverage. If the refigured premium is greater than what has been paid, **you** will pay **us** the difference. If the refigured premium is less than what has been paid, **we** will pay **you** the difference.

## UNINSURED MOTOR VEHICLE COVERAGE

This policy provides Uninsured Motor Vehicle Coverage 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**; or
- (3) a **temporary substitute car** that is temporarily replacing a **car** described in (1) or (2) above.

Such vehicle must be used within the scope of **your** consent; 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**; or
- (3) a **temporary substitute car** that is temporarily replacing a **car** described in (1) or (2) above.

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

**Motor Vehicle** means a self-propelled vehicle:

1. required to be registered by Chapter 168 of the Minnesota Statutes;
2. designed for use on public highways; and
3. which has more than 3 wheels.

It includes a trailer with one or more wheels, when the trailer is connected to or being towed by a **motor vehicle**.

**Uninsured Motor Vehicle** means a **motor vehicle** or **motorcycle**:

1. the ownership, maintenance, and use of which is:
  - a. not insured or bonded for bodily injury liability at the time of the accident; or
  - b. insured or bonded for bodily injury liability at the time of the accident; but:
    - (1) the limits are less than required by Minnesota's Financial Responsibility Act; or
    - (2) the insuring company:
      - (a) denies that its policy provides liability coverage for compensatory damages that result from the accident; or
      - (b) is or becomes insolvent; or
2. the owner and driver of which remain unknown and which was the proximate cause of **bodily injury** to the **insured**.

**Uninsured Motor Vehicle** does not include a **motor vehicle** or **motorcycle**:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy;
2. **owned by**, rented to, or furnished or available for the regular use of **you, your spouse, or a resident relative**;
3. **owned by**, rented to, or operated by a self-insurer under any motor vehicle financial responsibility law, any motor carrier law, or any similar law, unless the

self-insurer denies coverage or is or become insolvent; or

4. while located for use as a dwelling or other premises.

#### Insuring Agreement

**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**. The **bodily injury** must be:

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

#### Deciding Fault and Amount

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

- (1) Is the **insured** legally entitled to recover compensatory damages from the owner or driver of the **uninsured motor vehicle**?
- (2) If the **insured** and **we** agree that the answer to 1.a.(1) 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**?

- b. If there is no agreement on the answer to either question in 1.a. above, then the **insured** shall:

- (1) If both parties consent, these questions shall be decided by arbitration as follows:

Each party shall select a competent and impartial arbitrator. These two shall select a third one. The written decision of any two of the three arbitrators shall be binding on each party. If the two selected arbitrators are unable to agree on a third one within 30 days, the **insured** shall proceed as provided in item (2) below.

The cost of the arbitrator and any expert witness shall be paid by the party who hired them. The cost of the third arbitrator and other expenses of arbitration shall be shared equally by both parties.

The arbitration shall take place in the county in which the **insured** resides unless the parties agree to another place. State court rules governing procedure and admission of evidence shall be used.

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

- (2) If either party does not consent to arbitrate these questions or if the arbitrators selected by each party cannot agree on the third arbitrator, the **insured** shall, if he or she decides to litigate:

- (a) file a lawsuit, in a state or federal court that has jurisdiction, against:

- (i) **us** and the owner and driver of the **uninsured motor vehicle** or if such owner and driver are unknown, against **us**; and
- (ii) any other party or parties who may be legally liable for the **insured's** damages;

- (b) upon filing, immediately give **us** copies of the summons and complaints filed by the **insured** in that action;

- (c) consent to a jury trial if requested by **us**;

- (d) agree that **we** may contest the issues of liability and the amount of damages; and

- (e) secure a judgment in that action. The judgment must be the final result of an actual trial and any appeals, if any appeals are taken.

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

- a. judgment obtained if **we** have not received timely notice of the commencement of the lawsuit; and

- b. default judgment against any **person** or organization other than **us**.
- 3. 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 limit under this coverage of this policy.

**Limit**

The Uninsured Motor Vehicle Coverage 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". The dollar amount shown under:
  - a. "Each Person" is the most **we** will pay for all damages resulting from **bodily injury** to any one **insured** injured in any one accident, including all damages sustained by other **insureds** as a result of that **bodily injury**.
  - b. "Each Accident" is the most **we** will pay, subject to 1.a. above, for all damages resulting from **bodily injury** to two or more **insureds** injured 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 all damages resulting from **bodily injury** to one or more **insureds** injured in any one accident.
- 3. The limit shown for Uninsured Motor Vehicle Coverage is the most **we** will pay for all damages resulting from **bodily injury** in 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 under Uninsured Motor Vehicle Coverage 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 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;
- 3. paid or payable as expenses or loss under personal injury protection coverage or added income loss benefits coverage of this policy or of any other policy, or which would be payable under these coverages except for a deductible; or
- 4. that have already been paid as expenses under medical payments coverage of this policy or of any other policy, or other similar vehicle insurance.

**Exclusions**

THERE IS NO COVERAGE:

- 1. FOR AN **INSURED** WHO, WITHOUT PROVIDING **US** ADVANCE WRITTEN NOTICE AS DESCRIBED UNDER "DECIDING FAULT AND AMOUNT", SETTLES WITH ANY **PERSON** OR ORGANIZATION WHO MAY BE LIABLE FOR THE **BODILY INJURY** AND THEREBY PREJUDICES **OUR** RIGHT TO RECOVER **OUR** PAYMENT;
- 2. FOR AN **INSURED** WHO SUSTAINS **BODILY INJURY** WHILE **OCCUPYING A MOTOR VEHICLE OR MOTORCYCLE OWNED BY THE INSURED** IF IT IS NOT 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 OR A **NEWLY ACQUIRED CAR**;
- 3. FOR AN **INSURED** WHOSE **BODILY INJURY** RESULTS FROM THE DISCHARGE OF A FIREARM;
- 4. TO THE EXTENT IT BENEFITS:

- a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY; OR
  - b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW;
5. FOR PUNITIVE OR EXEMPLARY DAMAGES;
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION; OR
7. FOR:
- a. AN **INSURED** WHO IS **OCCUPYING A MOTOR VEHICLE OWNED BY YOU** OR A **TEMPORARY SUBSTITUTE CAR** WHILE THE DRIVER OF SUCH **MOTOR VEHICLE** IS LOGGED ON TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK; OR
  - b. **YOU, YOUR SPOUSE, OR A RESIDENT RELATIVE** WHILE **OCCUPYING A MOTOR VEHICLE** THAT IS BEING DRIVEN BY EITHER **YOU, YOUR SPOUSE, OR A RESIDENT RELATIVE** WHO IS LOGGED ON AS A DRIVER TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK.

**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. **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**.

- 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.

### UNDERINSURED MOTOR VEHICLE COVERAGE

This policy provides Underinsured Motor Vehicle Coverage if a premium is shown under "Coverage Symbol W" 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 W" in the "POLICY PREMIUM" schedules on the Declarations;
  - (2) a **newly acquired car**; or
  - (3) a **temporary substitute car** that is temporarily replacing a **car** described in (1) or (2) above.

Such vehicle must be used within the scope of **your** consent; 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 W" in the "POLICY PREMIUM" schedules on the Declarations;
- (2) a **newly acquired car**; or
- (3) a **temporary substitute car** that is temporarily replacing a **car** described in (1) or (2) above.

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

**Motor Vehicle** means a self-propelled vehicle:

1. required to be registered by Chapter 168 of the Minnesota Statutes;
2. designed for use on public highways; and
3. which has more than 3 wheels.

It includes a trailer with one or more wheels, when the trailer is connected to or being towed by a **motor vehicle**.

**Underinsured Motor Vehicle** means a **motor vehicle** or **motorcycle**:

1. the ownership, maintenance, and use of which is either:
  - a. insured or bonded for bodily injury liability at the time of the accident; or
  - b. self-insured under any motor vehicle financial responsibility law, any motor carrier law, or any similar law; and
2. for which the total limits of insurance, bonds, and self-insurance for bodily injury liability from all sources:
  - a. are less than the amount needed to compensate the **insured** for damages; or
  - b. have been reduced by payments to **persons** other than **you, your spouse, and resident relatives** to less than the amount needed to compensate the **insured** for damages.

**Underinsured Motor Vehicle** does not include a **motor vehicle** or **motorcycle**:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy;
2. **owned by**, rented to, or furnished or available for the regular use of **you, your spouse**, or any **resident relative**;
3. while located for use as a dwelling or other premises; or
4. defined as an **uninsured motor vehicle** under Uninsured Motor Vehicle Coverage of this policy.

#### Insuring Agreement

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

1. sustained by an **insured**; and

2. caused by an accident that involves the operation, maintenance, or use of an **underinsured motor vehicle** as a **motor vehicle** or **motorcycle**.

#### Deciding Fault and Amount

1. If any lawsuit is brought against the owner or driver of an **underinsured motor vehicle** or arbitration is initiated to determine liability or damages, such owner or driver must be made a defendant and **we** must be notified of the lawsuit or arbitration at the time it is commenced.
2. Any judgment arising out of a lawsuit brought or arbitration decision obtained without **our** written consent is not binding on **us** unless **we**:
  - a. receive timely notice of the commencement of the lawsuit or arbitration; and
  - b. have a reasonable opportunity to protect **our** interest in the lawsuit or arbitration.
3. Arbitrators shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.
4. 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 limit under this coverage of this policy.

#### Limit

The Underinsured Motor Vehicle Coverage 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 all damages resulting from **bodily injury** to any one **insured** injured in any one accident, including all damages sustained by other **insureds** as a result of that **bodily injury**, is the lesser of:
    - (1) the dollar amount shown under "Each Person"; or

- (2) the amount of all damages resulting from that **bodily injury** reduced by the sum of all payments for damages resulting from that **bodily injury** made by or on behalf of any **person** or organization who is or may be held legally liable for that **bodily injury**.
  - b. The most **we** will pay, subject to 1.a. above, for all damages resulting from **bodily injury** to two or more **insureds** injured in any one accident is the dollar amount shown under "Each Accident".
2. If the coverage limit provided by this policy is on each accident basis, then the most **we** will pay for all damages resulting from **bodily injury** to one or more **insureds** injured in any one accident is the lesser of:
    - a. the dollar amount shown under "Each Accident"; or
    - b. the amount of all damages resulting from **bodily injury** reduced by the sum of all payments made by or on behalf of any **person** or organization who is or may be held legally liable for those damages.
  3. The limit shown for Underinsured Motor Vehicle Coverage is the most **we** will pay for all damages resulting from **bodily injury** in 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 under Underinsured Motor Vehicle Coverage 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 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;
  3. paid or payable as expenses or loss under personal injury protection coverage or added income loss benefits coverage of this policy or of any other policy, or which would be payable under these coverages except for a deductible; or
  4. that have already been paid as expenses under medical payments coverage of this policy or of any other policy, or other similar vehicle insurance.

**Exclusions**

THERE IS NO COVERAGE:

1. FOR AN **INSURED** WHO, WITHOUT GETTING **OUR** WRITTEN CONSENT AS DESCRIBED UNDER "DECIDING FAULT AND AMOUNT", SETTLES WITH ANY **PERSON** OR ORGANIZATION WHO MAY BE LIABLE FOR THE **BODILY INJURY** AND THEREBY PREJUDICES **OUR** RIGHT TO RECOVER **OUR** PAYMENT;
2. FOR AN **INSURED** WHO SUSTAINS **BODILY INJURY** WHILE **OCCUPYING A MOTOR VEHICLE** OR **MOTORCYCLE OWNED BY THE INSURED** IF IT IS NOT A **YOUR CAR** FOR WHICH A PREMIUM FOR THAT **YOUR CAR** IS SHOWN UNDER "COVERAGE SYMBOL W" IN THE "POLICY PREMIUM" SCHEDULES ON THE DECLARATIONS OR A **NEWLY ACQUIRED CAR**;
3. FOR AN **INSURED** WHOSE **BODILY INJURY** RESULTS FROM THE DISCHARGE OF A FIREARM;
4. TO THE EXTENT IT BENEFITS:
  - a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY; OR

- b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW;
- 5. FOR PUNITIVE OR EXEMPLARY DAMAGES;
- 6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION; OR
- 7. FOR:
  - a. AN **INSURED** WHO IS **OCCUPYING** A **YOUR CAR**, A **NEWLY ACQUIRED CAR**, OR A **TEMPORARY SUBSTITUTE CAR** WHILE THE DRIVER OF SUCH **CAR** IS LOGGED ON TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK; OR
  - b. **YOU, YOUR SPOUSE**, OR ANY **RESIDENT RELATIVE** WHILE **OCCUPYING** A **CAR** THAT IS BEING DRIVEN BY EITHER **YOU, YOUR SPOUSE**, OR ANY **RESIDENT RELATIVE** WHO IS LOGGED ON AS A DRIVER TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK.

- by the **State Farm Companies** that provides Underinsured Motor Vehicle Coverage which applies to the accident as primary coverage; and
- (2) underinsured 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 underinsured 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 Underinsured Motor Vehicle Coverage which applies to the accident as primary coverage; and
  - (2) underinsured 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 underinsured motor vehicle coverage that apply as primary coverage.

**If Other Underinsured Motor Vehicle Coverage Applies**

- 1. If Underinsured 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 Underinsured 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 Underinsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an **insured** who sustains **bodily injury** while **occupying** a **your car**.
  - a. If:
    - (1) this is the only vehicle policy issued to **you, your spouse**, or any **resident relative**

- 3. Except as provided in 2. above, the Underinsured 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 Underinsured Motor Vehicle Coverage which applies to the accident as excess coverage; and
    - (2) underinsured 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 underinsured 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 Underinsured Motor Vehicle Coverage which applies to the accident as excess coverage; and
  - (2) underinsured 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 underinsured 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.

### PHYSICAL DAMAGE COVERAGES

The physical damage coverages are Comprehensive Coverage, Comprehensive With Deductible Glass 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. Comprehensive With Deductible Glass Coverage if a premium is shown under "Coverage Symbol D-DG";
3. Collision Coverage if a premium is shown under "Coverage Symbol G";
4. Emergency Road Service Coverage if a premium is shown under "Coverage Symbol H";
5. 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 Comprehensive With Deductible Glass 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 With Deductible Glass 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-DG" 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.
3. 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.

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 **collision**.

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 and Comprehensive With Deductible Glass Coverage

**We** will pay:

- a. for **loss**, except **loss caused by collision**, to a **covered vehicle**; and
- b. transportation expenses incurred by an **insured** as a result of the total theft of 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.

#### 2. Collision Coverage

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

#### 3. Emergency Road Service Coverage

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

- a. up to one hour of labor to repair a **covered vehicle** at the place of its breakdown;
- b. towing to the nearest repair facility where necessary repairs can be made if a **covered vehicle** is not drivable;
- c. towing a **covered vehicle** out of a location where it is stuck if the vehicle is on or immediately next to a public road;
- d. delivery of gas, oil, battery, or tire necessary to return a **covered vehicle** to driving condition.

**We** do not pay the cost of the gas, oil, battery, or tire; and

- e. up to one hour of labor for locksmith services to unlock a **covered vehicle** if its key is lost, stolen, or locked inside the vehicle.

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

##### a. **Car Rental Expense**

**We** will pay the **daily rental charge** incurred when an **insured** rents a **car** from a **car business** while a **covered vehicle owned by you** is:

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

as a result of a **loss** which would be payable under Comprehensive Coverage, Comprehensive With Deductible Glass 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, Comprehensive With Deductible Glass 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.

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

**We** will pay the comprehensive coverage deductible, comprehensive coverage with deductible glass 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, Comprehensive With Deductible Glass Coverage, and Collision Coverage

If the **covered vehicle** sustains **loss** for which **we** make a payment under Comprehensive Coverage, Comprehensive With Deductible Glass 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, Comprehensive With Deductible Glass 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. Under Comprehensive Coverage, if the **loss** includes breakage of glass, no deductible applies to repair or replacement of that glass.
    - (1) **We** have the right to choose one of the following to determine the cost to repair the **covered vehicle**:
      - (a) The cost agreed to by both the owner of the **covered vehicle** and **us**;
      - (b) A bid or repair estimate approved by **us**; or
      - (c) A repair estimate that is written based upon or adjusted to:
        - (i) the prevailing competitive price;
        - (ii) the lower of paintless dent repair pricing established by an agreement **we** have with a third party or the paintless dent repair price that is competitive in the market; or
        - (iii) a combination of (i) and (ii) above.

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

**You** agree with **us** that the repair estimate may include new, used, recycled, and re-conditioned parts.

**You** also agree that replacement glass may be either original equipment manufacturer glass or non-original equipment manufacturer glass and that replacement glass need not have any insignia, logo, trademark, etching, or other marking that was on the replaced glass.

- (2) The cost to repair the **covered vehicle** does not include any reduction in the value of the **covered vehicle** after it has been repaired, as compared to its value before it was damaged.
  - (3) If the repair or replacement of a part results in betterment of that part, then **you** or the owner of the **covered vehicle** must pay for the amount of the betterment.
  - (4) If **you** and **we** agree, then windshield glass will be repaired instead of replaced;
- b. (1) Pay, minus any applicable deductible, the sum of:
- (a) the actual cash value of the **covered vehicle**;
  - (b) all applicable taxes;
  - (c) all applicable license fees; and
  - (d) all applicable title transfer fees.

Under Comprehensive Coverage, if the **loss** includes breakage of glass, no deductible applies to repair or replacement of that glass.

(2) **Arbitration**

- (a) When the amount of the claim is \$10,000 or less, any dispute in the amount owed must be decided by arbitration conducted in accordance with the Rules Of Procedure For No-Fault Arbitration of the **No-Fault Act**.
- (b) When the amount of the claim is more than \$10,000, any dispute in the amount owed may, upon mutual consent, be decided by arbitration conducted in accordance with the Rules

Of Procedure For No-Fault Arbitration of the **No-Fault Act**.

- (3) 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**;
- (4) **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 there is disagreement as to the replacement cost of the **special equipment**, then **Arbitration** as described in 1.b.(2) under **Limits and Loss Settlement – Comprehensive Coverage, Comprehensive With Glass Deductible Coverage, and Collision Coverage** applies.

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**.

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** or **Comprehensive With Deductible Glass Coverage** is \$25 per day subject to an aggregate limit of \$750 per **loss**.

#### **Limit – Car Rental and Travel Expenses Coverage**

##### **1. Car Rental Expense**

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

- a. The most **we** will pay per day for the **daily rental charge** incurred as a result of any one **loss** is shown under “Each Day”. If:

- (1) a dollar amount is shown, then **we** will pay the **daily rental charge** up to that dollar amount; or
- (2) a percentage amount is shown, then **we** will pay that percentage of the **daily rental charge**.

- b. Subject to 1.a. above, the dollar amount shown under “Each Loss” is the most **we** will pay for Car Rental Expense incurred as a result of any one **loss**.

##### **2. Travel Expenses**

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

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

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

#### **Nonduplication**

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

#### **Exclusions**

THERE IS NO COVERAGE FOR:

1. ANY **COVERED VEHICLE** THAT IS:
  - a. INTENTIONALLY DAMAGED; OR
  - b. STOLEN
 BY, OR AT THE DIRECTION OF, **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 MALFUNCTIONOF 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** 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, wind-storm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief,

- vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal; 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; OR
  17. ANY **COVERED VEHICLE** WHILE THE DRIVER OF THE **COVERED VEHICLE** IS LOGGED ON TO A TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK.

**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" on the Declarations, then any Comprehensive Coverage, Comprehensive With Deductible Glass 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** mail or electronically transmit 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, Comprehensive With Deductible Glass 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. **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**.

When a claim is made under Personal Injury Protection Coverage or Added Income Loss Benefits Coverage:

- a. notice must be received by **us** or one of **our** agents within six months from the date of the accident; and
- b. failure to give notice will render the **insured** ineligible to receive benefits if and to the extent **we** can show the delay actually prejudiced **us**.

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

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

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

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

4. **Questioning Under Oath**

Under:

- a. Liability Coverage, each **insured**;
- b. Personal Injury Protection Coverage, Added Income Loss Benefits Coverage, Uninsured Motor Vehicle Coverage, or Underinsured Motor Vehicle Coverage, each **insured**, or any other **person** or organization making claim or seeking payment; and
- c. Physical Damage Coverages, each **insured**, each owner of a **covered vehicle**, and any other **person** or organization making claim or seeking payment;

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

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

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

- a. protect the **covered vehicle** from additional damage. **We** will pay any reasonable expense incurred to do so that is reported to **us**;
- b. make a prompt report to the police when the **loss** is the result of theft;
- c. allow **us** to:
  - (1) inspect any damaged property:
    - (a) before its repair or disposal; and
    - (b) during its repair;

- (2) test any part or equipment before that part or equipment is removed or repaired; and
- (3) move the **covered vehicle** at **our** expense in order to conduct such inspection or testing;

d. provide **us** all:

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

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

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

6. **Other Duties Under Personal Injury Protection Coverage, Added Income Loss Benefits Coverage, Uninsured Motor Vehicle Coverage, and Underinsured Motor Vehicle Coverage**

A **person** making claim under:

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

Such authorizations must not:

- (a) restrict **us** from performing **our** business functions in:
  - (i) obtaining records, bills, information, and data; nor
  - (ii) using or retaining 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. Uninsured Motor Vehicle Coverage must report an accident, involving a **motor vehicle** or **motorcycle** whose owner and driver remain unknown, to the police within 24 hours and to **us** within 30 days. Failure to give **us** notice within 30 days will not void coverage if the **person** making claim can show that the delay did not prejudice **us**; and
  - c. Personal Injury Protection Coverage, Added Income Loss Benefits Coverage, Uninsured Motor Vehicle Coverage, and Underinsured Motor Vehicle Coverage must send **us** immediately a copy of all lawsuit papers if the **insured** files a lawsuit against the party liable for the accident.

## 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 and apply to accidents and **losses** that occur:

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

of the United States of America, its territories, its possessions, and Canada.

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

If:

- a. this policy provides Liability Coverage and an **insured**, as defined under the 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.

### 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

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

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

#### b. Personal Injury Protection Coverage

#### c. Added Income Loss Benefits Coverage

#### d. Uninsured Motor Vehicle Coverage

The phrase "state or federal court that has jurisdiction" in item 1.b.(2) under **Deciding Fault and Amount** is changed to "a Minnesota state court or United States District Court that has jurisdiction".

#### e. Underinsured Motor Vehicle Coverage

#### f. Physical Damage Coverages

Any amount payable for the repair or replacement of the **covered vehicle** under the **Limit and Loss Settlement – Comprehensive Coverage, Comprehensive With Deductible Glass 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 MINNESOTA 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 Minnesota 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:

- 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 Minnesota 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**.

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

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 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.

9. **Renewal**

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

10. **Nonrenewal**

If **we** decide not to renew this policy, then, at least 60 days before the end of the current policy period, **we** will mail or deliver a nonrenewal notice to the most recent policy address that **we** have on record for the named insured who is shown on the Declarations.

11. **Cancellation**

a. **How You May Cancel**

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

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

**We** may cancel this policy by mailing or delivering a written notice to the most recent policy address that **we** have on record for the named insured

who is shown on the Declarations. The notice will provide the date cancellation is effective.

- (1) If **we** mail or deliver a cancellation notice:
  - (a) during the first 59 days following this policy's effective date; or
  - (b) because the premium is not paid when due,

then the date cancellation is effective will be at least 10 days after the date **we** mail or deliver the cancellation notice.

Otherwise, the date cancellation is effective will be at least 30 days after the date **we** mail or deliver the cancellation notice.

- (2) After this policy has been in force for more than 59 days, **we** will not cancel this policy before the end of the current policy period unless:

- (a) the premium is not paid when due; or
- (b) any of the following **persons** has, within the 36 months prior to the notice of cancellation, had their driver's license under suspension or revocation because of either a moving traffic violation or refusal to be tested under Minnesota Statutes Section 169A.20:
  - (i) a named insured shown on the Declarations; or
  - (ii) any other operator who either resides in that named insured's household or customarily operates **your car**, unless such operator is a named insured under another policy.

**c. Return of Unearned Premium**

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

If **you** cancel, any unearned premium will be delivered to **you** within 30 days following receipt by **us** of **your** request for cancellation.

**12. Reduction of Limits**

**We** will not reduce the limits of liability for any coverage without giving the amount of notice required for cancellation.

**13. Assignment**

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

**14. Bankruptcy, Insolvency, or Dissolution of the Insured**

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

**15. Concealment or Fraud**

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

This provision does not apply to Liability Coverage.

**16. Our Right to Recover Our Payments**

- a. Except under Personal Injury Protection Coverage and Added Income Loss Benefits Coverage, the following apply:

**(1) Subrogation**

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

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

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

**(2) Reimbursement**

If **we** make payment under this policy and the **person** or organization to or for whom

- we** make payment recovers or has recovered from another **person** or organization, then the **person** or organization to or for whom **we** make payment must:
- (a) hold in trust for **us** the proceeds of any recovery; and
  - (b) reimburse **us** to the extent of **our** payment.
- b. Under Personal Injury Protection Coverage and Added Income Loss Benefits Coverage, **we** are subrogated to the extent benefits are paid or payable, to the proceeds of any settlement for economic loss the injured **person** recovers from a party liable for the **bodily injury**. This applies only:
- (1) when the accident occurs outside Minnesota; or
  - (2) when the claim against the liable party is based on an intentional tort, strict or statutory liability or negligence, other than negligence in the maintenance, use or operation of a **motor vehicle**
- to the extent necessary to prevent duplication of benefits or reimbursement of the same loss.
- c. Under Underinsured Motor Vehicle Coverage, to the extent of **our** payment, **we** also have an assignment of any judgment obtained by the **insured** against the parties liable for the **bodily injury**.
- d. **We** will not:
- (1) proceed against an **insured** in a subrogation action if the loss was caused by the nonintentional acts of that **insured**; or
  - (2) subrogate **ourselves** to the rights of an **insured** to proceed against another **person** or organization if:
    - (a) the loss was caused by the nonintentional acts of that **person** or organization; and
    - (b) **we** insure that **person** or organization for the same loss.
- e. **Our** right of recover does not apply:
- (1) under all coverages other than Liability Coverage, against a **person** 21 years of age or older who:
    - (a) at a premises that **person** had control over and being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a **person** under 21 years of age; or
    - (b) sold, bartered, furnished or gave to, or purchased alcoholic beverages for a **person** under 21 years of age that caused the intoxication of that **person** and that intoxicated **person** caused the injury, loss or damage for which payment was made under this policy; and
  - (2) under Uninsured Motor Vehicle Coverage, to **our** pro-rata share of costs and fees of collection.

## 17. Legal Action Against Us

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

- a. Liability Coverage after the amount of damages an **insured** is legally liable to pay has been finally determined by:
  - (1) judgment after an actual trial, and any appeals of that judgment if any appeals are taken; or
  - (2) agreement between the claimant and **us**.
- b. Personal Injury Protection Coverage and Added Income Loss Benefits Coverage if the legal action relating to this coverage is brought against

**us** within six years immediately following the date benefits are denied in writing.

- c. Uninsured Motor Vehicle Coverage if the **insured** or that **insured's** legal representative within six years immediately following the date of the accident:

- (1) presents an Uninsured Motor Vehicle Coverage claim to **us**; and
- (2) files a lawsuit in accordance with the **Deciding Fault and Amount** provision.

Except as provided in c.(2) above, no other legal action may be brought against **us** relating to Uninsured Motor Vehicle Coverage for any other causes of action that arise out of or are related to this coverage until there has been full compliance with the **Deciding Fault and Amount** provision.

- d. Underinsured Motor Vehicle Coverage if the **insured** or that **insured's** legal representative within six years immediately following the date of settlement with or judgment against the underinsured motorist:

- (1) presents an Underinsured Motor Vehicle Coverage claim to **us**; and
- (2) files a lawsuit in accordance with the **Deciding Fault and Amount** provision. Except as provided in d.(2) above, no other legal action may be brought against **us** relating to Underinsured Motor Vehicle Coverage for any other causes of action that arise out of or are related to this coverage until there has been full compliance with the **Deciding Fault and Amount** provision.

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

#### 18. Choice of Law

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

- a. Minnesota 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
- (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.

#### 19. 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.

#### 20. Electronic Delivery

With **your** consent, **we** may, if allowed by law, electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

#### 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, data, and any other information;

- (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.