

State Farm®
Personal Car Policy
Booklet

Pennsylvania
Policy Form 9838C

TABLE OF CONTENTS

THIS POLICY 1
DEFINITIONS 2
LIABILITY COVERAGE 5
Additional Definition 5
Insuring Agreement 5
Supplementary Payments 5
Limit 6
Nonduplication 6
Exclusions 7
If Other Liability Coverage Applies 8
FIRST PARTY COVERAGES 9
Additional Definitions – Coverages C2, Q, Z, Y, and F 9
MEDICAL PAYMENTS – COVERAGE C2 10
Insuring Agreement – Coverage C2 10
EXTRAORDINARY MEDICAL PAYMENTS – COVERAGE Q 10
Insuring Agreement and Limit – Coverage Q 11
LOSS OF INCOME – COVERAGE Z 12
Insuring Agreement – Coverage Z 12
DEATH, DISMEMBERMENT AND LOSS OF SIGHT – COVERAGE Y 12
Additional Definition – Coverage Y 12
Insuring Agreement – Coverage Y 12
Payments of Benefits – Coverage Y 13
FUNERAL BENEFITS – COVERAGE F 13
Insuring Agreement – Coverage F 13
Limit – Coverage C2 13
Limit – Coverage Z 13
Limit – Coverage Y 13
Limit – Coverage F 13
Limit – Coverages C2, Q, Z, Y, and F 13
Priorities for the Payment of First Party Benefits – Coverages C2, Q, Z, Y, and F 13
Exclusions – Coverages C2, Q, Z, Y, and F 13
Mental or Physical Examination – Coverages C2, Q, Z, Y, and F 14
COMBINED BENEFITS – COVERAGE M 14
Insuring Agreement – Coverage M 14
Limit – Coverage M 14
Time Limitation – Coverage M 14
Other Provisions – Coverage M 14
UNINSURED MOTOR VEHICLE COVERAGE 15
Additional Definitions – Coverages U and U3 15
Insuring Agreement – Coverages U and U3 15
Consent to Settlement – Coverages U and U3 15
Deciding Fault and Amount – Coverages U and U3 16
Limit – Coverage U 16
Limit – Coverage U3 17
Nonduplication – Coverages U and U3 17
Exclusions – Coverage U 18
Exclusions – Coverage U3 18
If Other Uninsured Motor Vehicle Coverage Applies – Coverage U 19
If Other Uninsured Motor Vehicle Coverage Applies – Coverage U3 20
Our Payment Options – Coverages U and U3 20
UNDERINSURED MOTOR VEHICLE COVERAGE 20
Additional Definitions – Coverages W and W3 20
Insuring Agreement – Coverages W and W3 21
Consent to Settlement – Coverages W and W3 21
Deciding Fault and Amount – Coverages W and W3. 21
Limit – Coverage W 22
Limit – Coverage W3 23
Nonduplication – Coverages W and W3 23
Exclusions – Coverage W 23
Exclusions – Coverage W3 24
If Other Underinsured Motor Vehicle Coverage Applies – Coverage W 25
If Other Underinsured Motor Vehicle Coverage Applies – Coverage W3 26
Our Payment Options – Coverages W and W3 26
PHYSICAL DAMAGE COVERAGES 26
Deductible 26
Additional Definitions 27

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Insuring Agreements 28
Supplementary Pet Injury Coverage 30
Supplementary Payments – Comprehensive Coverage and Collision Coverage 30
Limit and Loss Settlement – Comprehensive Coverage and Collision Coverage 30
Limit – Car Rental and Travel Expenses Coverage 32
Nonduplication 32
Exclusions 32
If Other Physical Damage Coverage or Similar Coverage Applies 34
Financed Vehicle 35
Our Payment Options 35
INSURED'S DUTIES 35
Notice to Us of an Accident or Loss 35
Notice to Us of a Claim or Lawsuit 35
Insured's Duty to Cooperate With Us 36
Questioning Under Oath 36
Other Duties Under the Physical Damage Coverages 36
Other Duties Under First Party Coverages, Uninsured Motor Vehicle Coverages, Underinsured Motor Vehicle Coverages, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage 36
Duty to Notify Us of Changes 37
GENERAL TERMS 38
When Coverage Applies 38
Where Coverage Applies 38
Required Out-of-State Coverage 38
Financial Responsibility Certification 38
Limited Coverage in Mexico 38
Newly Owned or Newly Leased Car 39
Changes to This Policy 40
Premium 40
Renewal 41
Nonrenewal 41
Cancellation 41
Assignment 42
Bankruptcy or Insolvency of the Insured 42
Concealment, Misrepresentation, or Fraud 42
Our Right to Recover Our Payments 42
Legal Action Against Us 43
Choice of Law 43
Severability 43
Our Rights Regarding Claim Information 43

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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 carried, the applicable limits, and deductibles chosen;
   b. in reliance upon information that affects eligibility and premium provided by ***you*** or other sources to ***us*** in the application for this policy and during the policy period. This includes, but is not limited to:
      (1) vehicles insured;
      (2) use of ***your cars***;
      (3) primary garaging location; and
      (4) regular drivers of any vehicle insured under this policy; and
   c. unless otherwise stated on the Declarations, in reliance on the following statements:
      (1) Neither ***you*** nor any member of ***your*** household has, within the past three years, had either:
         (a) a license to drive; or
         (b) a vehicle registration

         suspended, revoked, or refused.
      (2) ***Your cars*** are used for pleasure and business.
4. All named insureds shown on the Declarations and all applicants agree by acceptance of this policy that:
   a. the statements in 3. above are made by such named insured or applicant and are true;
   b. all information provided to ***us*** in the application for this policy was true, correct, and complete;
   c. all information on the Declarations is:
      (1) true, correct, and complete; and
      (2) any changes to information described in 3. above have been provided to ***us*** by ***you*** if changed during any policy period; and
   d. ***we*** provide this insurance on the basis the above statements and information are true, correct, and complete.
5. ***Your*** purchase of this policy may allow:
   a. ***you*** to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the ***State Farm Companies***, subject to their applicable eligibility rules; or
   b. the premium or price for other:
      (1) insurance;
      (2) financial;
      (3) vehicle;
      (4) home;
      (5) electronic; or
      (6) travel

      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.
   c. ***you*** to purchase an excess and surplus lines policy from the ***State Farm Companies***, subject to applicable eligibility rules.

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

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

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

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

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

Newly Acquired Car means a ***car*** newly ***owned by you*** 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*** 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*** replacing that ***newly acquired car***; and
2. the Definition of ***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.

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

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

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

Occupying means in, on, entering, or exiting.

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

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.

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.

Regularly means more than once per month in a typical month.

Resident Relative means a ***person***, other than ***you***, who resides primarily with the first ***person*** shown as a named insured on the Declarations and who is:

1. related to ***you*** by blood, marriage, or adoption, including ***your*** unmarried and unemancipated child who is away at school and otherwise maintains their primary residence with the first ***person*** shown as a named insured on the Declarations; or
2. a ward or a foster child of ***you*** or a ***person*** described in 1. above.

See First Party Coverages for the definition of ***Resident Relative*** used there.

Serious injury means a personal injury resulting in death, serious impairment of body function or permanent serious disfigurement.

Unless the injury sustained is a ***serious injury***, each person who is bound by the limited tort election shall be precluded from maintaining an action for any noneconomic loss, except that:

1. An individual otherwise bound by the limited tort election who sustains damages in a motor vehicle accident as the consequence of the fault of another person may recover damages as if the individual damaged had elected the full tort alternative whenever the person at fault:
   a. is convicted, or accepts Accelerated Rehabilitative Disposition (ARD) for driving under the influence of alcohol or a controlled substance in that accident;
   b. is operating a motor vehicle registered in another state;
   c. intends to injure himself or another person, provided that an individual does not intentionally injure himself or another person merely because his act or failure to act is intentional or done with his realization that it creates a grave risk of causing injury or the act or omission causing the injury is for the purpose of averting bodily harm to himself or another person;
   d. has not maintained financial responsibility as required by Chapter 17 of Title 75 of the Pennsylvania Consolidated Statutes, provided that, nothing in this paragraph shall affect the limitation of section 1731(d)(2) of Title 75 of the Pennsylvania Consolidated Statutes (relating to availability, scope and amount of coverage); or
   e. is ***occupying*** a vehicle both ***owned by*** a ***resident relative*** and to which the full tort election applies.
2. An individual otherwise bound by the limited tort election shall retain full tort rights with respect to claims against a person in the business of designing, manufacturing, repairing, servicing or otherwise maintaining motor vehicles arising out of a defect in such

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motor vehicle which is caused by or not corrected by an act or omission in the course of such business, other than a defect in a motor vehicle which is operated by such business.

3. An individual otherwise bound by the limited tort election shall retain full tort rights if injured while an occupant of a motor vehicle other than a private passenger motor vehicle.

State Farm Companies means one or more of the following:

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

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

1. replaces a ***your car*** or a ***newly acquired car*** for a short time while that ***car*** is out of use due to its:
   a. breakdown;
   b. repair;
   c. servicing;
   d. damage; or
   e. theft; and
2. neither ***you*** nor the ***person*** operating it own or have registered.

If a ***car*** qualifies as both a ***non-owned car*** and a ***temporary substitute car***, then coverage will apply as if the ***car*** were either.

Trailer means:

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

Undisclosed driver means any of the following ***persons*** who are not listed as a driver in the Driver Information schedule on the Declarations:

1. A ***person*** who ***regularly*** drives a ***your car*** and either resides primarily with a named insured shown on the Declarations, or resides at the address where a ***your car*** is primarily garaged. This includes:
   a. any named insured;
   b. a spouse of any named insured;
   c. any ***resident relative***; and
   d. any other ***person*** not listed in a., b., or c. above;
2. A student away at school who otherwise resides primarily with ***you***, if such student either drives a ***your car*** more than once per month while not away at school, or maintains primary possession of a ***your car*** while away at school; and
3. Business owners, employees, volunteers, and any other workers who drive a ***your car*** more than once per month during the months they are employed or otherwise working in ***your*** business.

Undisclosed driver does not include:

1. a ***person*** operating a ***your car*** when, at the time of an accident or ***loss***, that ***person***:
   a. was operating the vehicle to obtain emergency medical treatment; or
   b. was transporting one or more intoxicated ***persons*** and was the only licensed driver in the vehicle who was not intoxicated;
2. a ***person*** who first became an ***undisclosed driver*** within the previous 90 calendar days; or
3. a ***person*** with a learner's permit.

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

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

You or ***Your*** means the named insured or named insureds shown on the Declarations. If a named insured shown on the Declarations is a ***person***, then "***you***" or "***your***" includes the spouse of the first ***person*** shown as a named insured if the spouse resides primarily with that named insured.

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.

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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*** and ***resident relatives*** for:
   a. the ownership, maintenance, or use of:
      (1) a ***your car***;
      (2) a ***newly acquired car***; or
      (3) a ***trailer***; and
   b. the maintenance or use of:
      (1) a ***non-owned car***; or
      (2) a ***temporary substitute car***;
2. ***you*** for the maintenance or use of a ***car owned by***, or furnished by an employer to, a ***person*** who resides primarily in the household of the first ***person*** shown as a named insured on the Declarations. That ***car*** cannot be ***owned by you*** or furnished by ***your*** employer;
3. any other ***person*** for their use of:
   a. a ***your car***;
   b. a ***newly acquired car***;
   c. a ***temporary substitute car***; or
   d. a ***trailer*** while attached to a ***car*** described in a., b., or c. above.

   Such vehicle must be used within the scope of ***your*** consent; and
4. any other ***person*** or organization vicariously liable for the use of a vehicle by an ***insured*** as defined in 1., 2., or 3. above, but only for such vicarious liability. This provision applies only if the vehicle is:
   a. neither ***owned by***, nor hired by, that other ***person*** or organization, unless the vehicle is a ***your car*** or a ***newly acquired car***; and
   b. neither available for, nor being used for, carrying ***persons*** for a charge.

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;

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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.

      Interest payable under 3.a. will be paid in addition to the limit of liability; 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 $250 for each day an ***insured*** attends, at ***our*** request:

      (1) an arbitration;

      (2) a mediation; or

      (3) a trial of a lawsuit; and

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

   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. The limit for ***bodily injury*** is shown under "Bodily Injury Limit – Each Person, Each Accident."

   a. The dollar amount shown under "Each Person" is the most ***we*** will pay for all damages resulting from ***bodily injury*** to any one ***person*** injured in any one accident, including all damages sustained by other ***persons*** as a result of that ***bodily injury***.

   b. The dollar amount shown under "Each Accident" is the most ***we*** will pay, subject to the limit for "Each Person", for all damages resulting from ***bodily injury*** to two or more ***persons*** injured in any one accident.

2. 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.

3. The limit shown for Liability Coverage is the most ***we*** will pay 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 under Medical Payments Coverage of any policy issued by the ***State Farm Companies*** to ***you*** or any ***resident relative***; or

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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*** or any ***resident relative***.

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 ***PERSON'S*** EMPLOYMENT. This exclusion does not apply to ***you*** and ***resident relatives*** who are legally liable for ***bodily injury*** to fellow employees;
5. FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN ***INSURED***, INCLUDING PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM;
6. FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS:

   a. MADE AVAILABLE; OR

   b. BEING USED

   TO CARRY ***PERSONS*** FOR A CHARGE. This exclusion does not apply to:

   a. the use of a ***private passenger car*** on a share-the-expense basis; or

   b. ***you*** or a ***resident relative occupying*** a ***non-owned car*** as a passenger;

7. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT ***INSURED'S*** EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A ***CAR BUSINESS***. This exclusion does not apply to:

   a. ***you***;

   b. any ***resident relative***; or

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

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

8. WHILE THAT ***INSURED*** IS VALET PARKING A VEHICLE;
9. WHILE MAINTAINING OR USING ANY VEHICLE OTHER THAN A ***YOUR CAR***, A ***NEWLY ACQUIRED CAR***, A ***TEMPORARY SUBSTITUTE CAR***, OR A ***TRAILER*** IN ANY BUSINESS OR OCCUPATION OTHER THAN A ***CAR BUSINESS*** OR VALET PARKING. This exclusion does not apply to the maintenance or use of a ***private passenger car***;
10. FOR DAMAGE TO PROPERTY WHILE IT IS:

    a. ***OWNED BY***;

    b. RENTED TO;

    c. USED BY;

    d. IN THE CARE OF; OR

    e. TRANSPORTED BY

    YOU, A ***RESIDENT RELATIVE***, OR THE ***PERSON*** WHO IS LEGALLY LIABLE FOR THE DAMAGE. This exclusion does not apply to damage to a:

    a. motor vehicle ***owned by*** the employer of ***you*** or the employer of any ***resident relative*** if such damage is caused by an ***insured*** while operating another motor vehicle;

    b. residence while rented to or leased to an ***insured***; or

    c. private garage while rented to or leased to an ***insured***;

11. FOR LIABILITY ASSUMED UNDER ANY CONTRACT OR AGREEMENT;

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12. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION;

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

14. FOR THE OWNERSHIP, MAINTENANCE, OR USE OF ANY VEHICLE WHILE IT IS:

    a. OFF PUBLIC ROADS AND BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR

    b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (15.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving; OR

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

16. FOR AN ***INSURED*** FOR THE OWNERSHIP, MAINTENANCE, OR USE OF ANY VEHICLE WHILE IT IS BEING OPERATED BY AN ***UNDISCLOSED DRIVER***.

If Other Liability Coverage Applies

1. If Liability Coverage provided by this policy and one or more other Car Policies issued to ***you*** or any ***resident relative*** by the ***State Farm Companies*** apply to the same accident, then:

    a. the Liability Coverage limits of such policies will not be added together to determine the most that may be paid; and

    b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies.

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

2. The Liability Coverage provided by this policy applies as primary coverage for the ownership, maintenance, or use of a ***your car*** or a ***trailer*** attached to it.

    a. If:

        (1) this is the only Car Policy issued to ***you*** or any ***resident relative*** by the ***State Farm Companies*** that provides Liability Coverage which applies to the accident as primary coverage; and

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

    then ***we*** will pay the proportion of damages payable as primary that ***our*** applicable limit bears to the sum of ***our*** applicable limit and the limits of all other liability coverage that apply as primary coverage.

    b. If:

        (1) more than one Car Policy issued to ***you*** or any ***resident relative*** by the ***State Farm Companies*** provides Liability Coverage which applies to the accident as primary coverage; and

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

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

    c. If:

    A motor vehicle loaned to you by a motor vehicle dealer while your car is being:

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1. transported;
2. serviced;
3. repaired; or
4. inspected

by that motor vehicle dealer. Such motor vehicle must be loaned to ***you*** without financial remuneration in the form of a fee, rental charge, or lease charge paid directly by ***you***.

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

   a. If:

      (1) this is the only Car Policy issued to ***you*** or any ***resident relative*** by the ***State Farm Companies*** that provides Liability Coverage which applies to the accident as excess coverage; and

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

      then ***we*** will pay the proportion of damages payable as excess that ***our*** applicable limit bears to the sum of ***our*** applicable limit and the limits of all other liability coverage that apply as excess coverage.

   b. If:

      (1) more than one Car Policy issued to ***you*** or any ***resident relative*** by the ***State Farm Companies*** provides Liability Coverage which applies to the accident as excess coverage; and

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

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

FIRST PARTY COVERAGES

The coverages under this section are provided in accordance with and subject to the Pennsylvania Motor Vehicle Financial Responsibility Act as amended.

This policy provides:

1. Medical Payments Coverage if a premium is shown under "Coverage Symbol C2";
2. Extraordinary Medical Payments Coverage if a premium is shown under "Coverage Symbol Q";
3. Loss of Income Coverage if a premium is shown under "Coverage Symbol Z";
4. Death, Dismemberment and Loss of Sight Coverage if a premium is shown under "Coverage Symbol Y";
5. Funeral Benefits Coverage if a premium is shown under "Coverage Symbol F";
6. Combined Benefits Coverage if a premium is shown under "Coverage Symbol M";

in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definitions – Coverages C2, Q, Z, Y, and F

Bodily Injury means accidental bodily harm to a ***person*** and that ***person's*** resulting illness, disease or death.

First Party Benefits means benefits paid or payable to an ***insured*** under any coverage described in the First Party Coverages section of this policy.

Insured means:

1. ***you*** and ***resident relatives***; and
2. any other ***person***:
   a. ***occupying***:
      (1) a ***your car***,
      (2) a ***newly acquired car***; or

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

b. not ***occupying*** a ***motor vehicle*** if injured as the result of an accident involving:

(1) a ***your car***,

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

(3) a ***trailer*** while attached to a ***car*** described in 2.b.(1) and 2.b.(2) above.

A parked and unoccupied ***motor vehicle*** is not a ***motor vehicle*** involved in the accident unless it was parked so as to cause unreasonable risk of injury.

Motor Vehicle means a vehicle which is self-propelled except one which is propelled:

1. solely by human power; or
2. upon rails.

Resident Relative means:

1. ***your*** spouse;
2. anyone related to ***you*** by blood, marriage or adoption; and
3. a minor in the custody of ***you***, ***your*** spouse or a ***person*** described in 2. above

if a resident in ***your*** household, even if temporarily residing elsewhere.

MEDICAL PAYMENTS – COVERAGE C2

This policy provides Medical Payments Coverage if a premium is shown under "Coverage Symbol C2" in the "POLICY PREMIUM" schedules on the Declarations.

Insuring Agreement – Coverage C2

We will pay for medical expenses for ***bodily injury*** to an ***insured*** arising out of the maintenance or use of a ***motor vehicle***.

Medical expenses are expenses incurred for reasonable and necessary medical treatment and rehabilitation services. This includes expenses for:

1. hospital, dental, surgical, psychiatric, psychological, osteopathic, ambulance, chiropractic, nursing and optometric services;
2. licensed physical therapy, vocational rehabilitation, occupational therapy, speech pathology and audiology;
3. medications, medical supplies and prosthetic devices; and
4. nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid:

1. if incurred within 18 months from the date of the accident causing the ***bodily injury***; or
2. without limitation as to time, provided that, within 18 months from the date of the accident causing the ***bodily injury***, it can be determined with reasonable medical probability that further expenses may be incurred as a result of the ***bodily injury***.

The amount ***we*** will pay for medical expenses is subject to the limitations of Title 75 of the Pennsylvania Consolidated Statutes.

THERE IS NO COVERAGE FOR:

1. ***YOU*** AND ***RESIDENT RELATIVES*** WHILE:
   a. PROVIDING TRANSPORTATION NETWORK SERVICES; OR
   b. ***OCCUPYING YOUR CAR***, A ***NEWLY ACQUIRED CAR***, OR A ***TEMPORARY SUBSTITUTE CAR*** WHILE SUCH ***CAR*** IS BEING USED TO PROVIDE TRANSPORTATION NETWORK SERVICES; OR
2. ANY OTHER ***INSURED*** WHO IS EITHER:
   a. ***OCCUPYING***; OR
   b. NOT ***OCCUPYING*** A ***MOTOR VEHICLE***, BUT IS INJURED AS THE RESULT OF AN ACCIDENT INVOLVING

   YOUR CAR OR A ***NEWLY ACQUIRED CAR*** WHILE SUCH ***CAR*** IS BEING USED TO PROVIDE TRANSPORTATION NETWORK SERVICES.

EXTRAORDINARY MEDICAL PAYMENTS – COVERAGE Q

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

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Insuring Agreement and Limit – Coverage Q

We will pay up to the lifetime aggregate limit of $1,000,000 for those reasonable medical expenses which exceed $100,000. The medical expense must be for ***bodily injury*** to an ***insured*** caused by accident arising out of the maintenance or use of a ***motor vehicle***.

Medical expenses are expenses incurred for reasonable and necessary medical treatment and rehabilitation services. This includes expenses for:

1. hospital, dental, surgical, psychiatric, psychological, osteopathic, ambulance, chiropractic, nursing and optometric services;
2. licensed physical therapy, vocational rehabilitation, occupational therapy, speech pathology and audiology;
3. medications, medical supplies and prosthetic devices; and
4. nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid:

1. if incurred within 18 months from the date of the accident causing the ***bodily injury***; or
2. without limitation as to time, provided that within 18 months from the date of the accident causing the ***bodily injury***, it can be determined with reasonable medical probability that further expenses may be incurred as a result of the ***bodily injury***.

The most ***we*** will pay in any 12 month period beginning 18 months after the date the ***insured's*** reasonable medical expenses exceed $100,000 as a result of the ***bodily injury*** is $50,000.

These expenses must be:

1. for:
   a. services performed, or
   b. medical supplies, medication or drugs prescribed

   by a medical provider licensed by the state to provide the specific medical services; and
2. for diagnosis, direct care or treatment of the ***bodily injury***. The diagnosis, direct care or treatment must be:
   a. within the standards of good medical practice, and
   b. not primarily for the convenience of the patient or medical provider.

We have the right to make or obtain an independent review of the medical expenses and services performed to determine if they are reasonable and necessary for the ***bodily injury*** sustained.

The amount ***we*** will pay for medical expenses is subject to the limitations of Title 75 of the Pennsylvania Consolidated Statutes.

REASONABLE MEDICAL EXPENSES DO NOT INCLUDE EXPENSES FOR TREATMENT, SERVICES, PRODUCTS OR PROCEDURES THAT ARE:

1. FOR RESEARCH, OR NOT PRIMARILY DESIGNED TO SERVE A MEDICAL OR REHABILITATIVE PURPOSE; OR
2. NOT COMMONLY AND CUSTOMARILY RECOGNIZED THROUGHOUT THE MEDICAL PROFESSIONS AND WITHIN THE UNITED STATES AS APPROPRIATE FOR THE TREATMENT OF THE ***BODILY INJURY***.

THERE IS NO COVERAGE FOR:

1. ***YOU*** AND ***RESIDENT RELATIVES*** WHILE:
   a. PROVIDING TRANSPORTATION NETWORK SERVICES; OR
   b. ***OCCUPYING YOUR CAR***, A ***NEWLY ACQUIRED CAR***, OR A ***TEMPORARY SUBSTITUTE CAR*** WHILE SUCH ***CAR*** IS BEING USED TO PROVIDE TRANSPORTATION NETWORK SERVICES; OR
2. ANY OTHER ***INSURED*** WHO IS EITHER:
   a. ***OCCUPYING***; OR
   b. NOT ***OCCUPYING*** A ***MOTOR VEHICLE***, BUT IS INJURED AS THE RESULT OF AN ACCIDENT INVOLVING

   YOUR CAR OR A ***NEWLY ACQUIRED CAR*** WHILE SUCH ***CAR*** IS BEING USED TO PROVIDE TRANSPORTATION NETWORK SERVICES.

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LOSS OF INCOME – COVERAGE Z

This policy provides Loss of Income Coverage if a premium is shown under "Coverage Symbol Z" in the "POLICY PREMIUM" schedules with a corresponding number on the Declarations. "Z" with a corresponding number is ***your*** coverage symbol. Check ***your*** coverage symbol with the Coverage Z schedule in this provision for the limits ***you*** have chosen.

Insuring Agreement – Coverage Z

We will pay income loss benefits with respect to ***bodily injury*** to an ***insured*** arising out of the maintenance or use of a ***motor vehicle***. Income loss benefits are:

1. 80% of the ***insured's*** actual loss of gross income from work the ***insured*** would have performed except for the ***bodily injury***;
2. reasonable expenses actually incurred for:
   a. hiring a substitute to perform self-employment services to reduce loss of gross income; or
   b. hiring special help thereby enabling the ***insured*** to work and reduce loss of gross income.

Income loss benefits do not include:

1. loss of expected income for any period following the death of an ***insured***;
2. expenses incurred for services performed following the death of an ***insured***; or
3. any loss of income during the first five working days the ***insured*** did not work after the accident because of the ***bodily injury***.

Schedule – Coverage Z

Coverage Symbol	Maximum Payable Per Month	Total Maximum Benefits
Z1	$1,000	$5,000
Z2	1,000	15,000
Z3	1,500	25,000
Z4	2,500	50,000

DEATH, DISMEMBERMENT AND LOSS OF SIGHT – COVERAGE Y

This policy provides Death, Dismemberment and Loss of Sight Coverage if a premium is shown under "Coverage Symbol Y" in the "POLICY PREMIUM" schedules with a corresponding number on the Declarations. "Y" with a corresponding number is ***your*** coverage symbol. Check ***your*** coverage symbol with the Coverage Y schedule in this provision for the limits ***you*** have chosen.

Additional Definition – Coverage Y

Loss means the ***loss*** of:

1. the foot or hand, cut off through or above the ankle or wrist; or
2. the whole thumb or finger; or
3. all sight.

Insuring Agreement – Coverage Y

We will pay the amount shown in the schedule that applies for death of, or ***loss*** to, an ***insured*** arising out of the maintenance or use of a ***motor vehicle***. The death or ***loss*** must be the direct result of the accident and not due to any other cause. The death must occur within 24 months from the date of the accident. If the death occurs within 24 hours after the accident, ***we*** will pay only the amount that applies to death. ***Loss*** must occur within 90 days of the accident.

Schedule – Coverage Y

Coverage Symbol	Y1	Y2	Y3
Death	$5,000	$10,000	$25,000
Loss of: hands, feet; sight of eyes; one hand & one foot; or one hand or one foot & sight of one eye	5,000	10,000	25,000
one hand or one foot; or sight of one eye	2,500	5,000	12,500
thumb & finger on one hand; or three fingers	1,500	3,000	7,500
any two fingers	1,000	2,000	5,000

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Payments of Benefits – Coverage Y

The death benefit shall be paid to the executor or administrator of the ***insured's*** estate.

FUNERAL BENEFITS – COVERAGE F

This policy provides Funeral Benefits Coverage if a premium is shown under "Coverage Symbol F" in the "POLICY PREMIUM" schedules on the Declarations.

Insuring Agreement – Coverage F

We will pay for funeral expenses directly related to the funeral, burial, cremation or other form of disposition of the remains of an ***insured***. The death must be the result of the accident. The expenses must be incurred within 24 months from the date of the accident.

Limit – Coverage C2

The amount of coverage for medical expenses is shown on the Declarations under "Medical Payments Coverage – Limit – Each Person".

Limit – Coverage Z

The most ***we*** will pay an ***insured*** for income loss benefits per month and in the aggregate are shown in the coverage Z schedule next to ***your*** coverage symbol.

Limit – Coverage Y

The amount ***we*** will pay because of the death of the ***insured*** is shown under ***your*** coverage symbol in the Coverage Y schedule. The maximum amount payable to an ***insured*** for all ***loss***, as shown in the schedule, shall not exceed the death benefit amount shown for ***your*** coverage symbol.

The amount shown in the schedule for death of or ***loss*** to the ***insured*** is doubled for an ***insured*** who, at the time of the accident, is using the vehicle's complete restraint system as recommended by the vehicle's manufacturer.

Limit – Coverage F

The amount of coverage for funeral expenses is shown on the Declarations under "Funeral Benefits Coverage – Limit – Each Person".

Limit – Coverages C2, Q, Z, Y, and F

These coverages are excess over, but shall not duplicate, any amount paid or payable to or for the ***insured*** under any workers' compensation law.

Priorities for the Payment of First Party Benefits – Coverages C2, Q, Z, Y, and F

1. When more than one policy applies, the ***person*** who suffers ***bodily injury*** shall recover ***first party benefits*** against applicable insurance coverage in the following order of priority:
   a. The policy on which the ***person*** is a named insured.
   b. The policy providing coverage because the ***person*** is residing in the household of a named insured and is:
      (1) a spouse or other relative of a named insured; or
      (2) a minor in the custody of either a named insured or a relative of a named insured.
   c. The policy covering the ***motor vehicle occupied*** by the injured ***person*** at the time of the accident.
   d. For a ***person*** who is not the occupant of a ***motor vehicle***, the policy on any ***motor vehicle*** involved in the accident. A parked and unoccupied ***motor vehicle*** is not a ***motor vehicle*** involved in the accident unless it was parked so as to cause unreasonable risk of injury.
2. THIS POLICY DOES NOT APPLY IF THERE IS ANOTHER POLICY AT A HIGHER PRIORITY LEVEL. Item a. above is considered the highest priority. Item d. is the lowest priority.
3. Subject to the above, if an ***insured*** is entitled to ***first party benefits*** under more than one coverage, the maximum recovery under all coverages for any ***first party benefit*** will not exceed the amount payable under the coverage with the highest limit of liability for that ***first party benefit***.

Exclusions – Coverages C2, Q, Z, Y, and F

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

1. TO ANY ***PERSON*** WHOSE CONDUCT CONTRIBUTED TO HIS OR HER ***BODILY INJURY*** IN ANY OF THE FOLLOWING WAYS:
   a. WHILE INTENTIONALLY INJURING OR ATTEMPTING TO INJURE HIMSELF, HERSELF OR ANOTHER;

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b. WHILE COMMITTING A FELONY; OR

c. WHILE SEEKING TO ELUDE LAWFUL APPREHENSION OR ARREST BY A LAW ENFORCEMENT OFFICIAL.

2. TO ANY ***PERSON*** WHO KNOWINGLY CONVERTS A ***MOTOR VEHICLE*** if the ***bodily injury*** arises out of the maintenance or use of the converted vehicle. This does not apply to ***you*** or any ***resident relative***.

3. TO ANY ***PERSON*** WHO OWNS A CURRENTLY REGISTERED ***MOTOR VEHICLE*** AND DOES NOT HAVE THE REQUIRED FINANCIAL RESPONSIBILITY, EVEN IF THAT ***PERSON*** IS ***OCCUPYING*** OR STRUCK BY A ***MOTOR VEHICLE*** FOR WHICH FINANCIAL RESPONSIBILITY IS PROVIDED. This does not apply to ***you*** or ***your spouse*** while ***occupying*** a vehicle insured under the liability coverage of this policy or when struck as a ***pedestrian***.

4. TO ANY ***PERSON*** WHILE OPERATING OR ***OCCUPYING***:

   a. A RECREATIONAL VEHICLE NOT INTENDED FOR HIGHWAY USE; OR

   b. A MOTORCYCLE, MOTOR-DRIVEN CYCLE, MOTORIZED PEDALCYCLE OR LIKE TYPE VEHICLE REQUIRED TO BE REGISTERED UNDER TITLE 75 OF THE PENNSYLVANIA CONSOLIDATED STATUTES.

Mental or Physical Examination – Coverages C2, Q, Z, Y, and F

Whenever the mental or physical condition of a ***person*** is material to any claim for medical expenses or income loss benefits, a court of competent jurisdiction may order the ***person*** to submit to mental or physical examination by a physician. If a ***person*** fails to comply with the order, the court may order that the ***person*** be denied benefits until he or she complies.

COMBINED BENEFITS – COVERAGE M

This policy provides Combined Benefits Coverage if a premium is shown under "Coverage Symbol M" in the "POLICY PREMIUM" schedules on the Declarations.

Insuring Agreement – Coverage M

We will pay for ***bodily injury*** to an ***insured*** arising out of the maintenance or use of a ***motor vehicle***:

1. Medical expenses as payable under Coverage C2;
2. Income loss benefits as payable under Coverage Z;
3. The benefits as payable under Coverage Y3; and
4. Funeral expenses as payable under Coverage F.

Limit – Coverage M

1. The aggregate limit of liability is shown on the Declarations under "Combined Benefits Coverage – Limit – Each Person". This is the maximum amount payable for ***bodily injury*** to an ***insured*** as the result of an accident.
2. The most ***we*** will pay to or for an ***insured*** is as follows:

Benefit	Limit
Medical Expenses	Up to the Aggregate Limit
Income Loss	Up to the Aggregate Limit
Death	$25,000
Funeral Expenses	Up to $2,500

3. Any amount payable for medical expenses greater than $100,000 shall be excess over any amount paid or payable under Extraordinary Medical Payments – Coverage Q.

Time Limitation – Coverage M

Subject to the limit of liability:

1. benefits are only payable for expenses and loss incurred up to three years from the date of the accident.
2. the death benefit is payable only if death occurs within three years of the date of the accident.

Other Provisions – Coverage M

Except as amended above, all provisions relating to Coverages C2, Z, Y, and F apply to expense, loss or death benefits of Coverage M.

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UNINSURED MOTOR VEHICLE COVERAGE

This policy provides:

1. Uninsured Motor Vehicle Coverage U – Stacking if a premium is shown under "Coverage Symbol U"; or
2. Uninsured Motor Vehicle Coverage – Non-Stacking if a premium is shown under "Coverage Symbol U3"

in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definitions – Coverages U and U3

Insured means:

1. ***you***;
2. ***resident relatives***;
3. any other ***person*** while ***occupying***:
   a. a ***your car***;
   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 within the scope of ***your*** consent; and
4. any ***person*** or organization entitled to recover compensatory damages as a result of ***bodily injury*** to an ***insured*** as defined in 1., 2., or 3. above.

Uninsured Motor Vehicle means a land motor vehicle:

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 the financial responsibility act of Pennsylvania; 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 causes ***bodily injury*** to the ***insured***.

Uninsured Motor Vehicle does not include a land motor vehicle:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy;
2. ***owned by***, rented to, or furnished or available for the regular use of ***you*** or any ***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;
4. designed for use primarily off public roads except while on public roads; or
5. while located for use as a dwelling or other premises.

Insuring Agreement – Coverages U and U3

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.

The amount ***we*** will pay for damages is subject to the limitations of Title 75 of the Pennsylvania Consolidated Statutes.

Consent to Settlement – Coverages U and U3

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

If ***we***:

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

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

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

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

Deciding Fault and Amount – Coverages U and U3

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

         (a) ***us***;

         (b) the owner and driver of the ***uninsured motor vehicle*** unless ***we*** have consented to a settlement offer proposed by or on behalf of such owner or driver; and

         (c) any other party or parties who may be legally liable for the ***insured's*** damages;

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

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

      (4) 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 without ***our*** written consent; 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 – Coverage U

The Uninsured Motor Vehicle Coverage – Stacking limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations under "Bodily Injury Limit – Each Person, Each Accident".

1. For an ***insured*** who is ***you*** or a ***resident relative***:

   a. the most ***we*** will pay under this policy for all compensatory damages resulting from ***bodily injury*** to any one such ***insured*** injured in any one accident, including all damages sustained by other such ***insureds*** as a result of that ***bodily injury*** is the lesser of:

      (1) the sum of the dollar amounts shown under "Each Person" for each ***your car*** displaying a premium under "Coverage Symbol U" in the "POLICY PREMIUM" schedule on the Declarations; or

      (2) the amount of all compensatory damages resulting from that ***bodily injury*** reduced by the sum of all payments for compensatory damages resulting from that ***bodily injury*** made by or on behalf of any ***person*** or organization who is or may be held legally liable for that ***bodily injury***.

   b. the most ***we*** will pay under this policy, subject to 1.a. above, for all damages resulting from ***bodily injury*** to two or more such ***insureds*** injured in any one accident is the sum of the dollar amounts shown under "Each Accident" for each ***your car*** displaying a premium under "Coverage Symbol U" in the "POLICY PREMIUM" schedule on the Declarations.

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c. the limit, as determined in 1.b., for Uninsured Motor Vehicle Coverage – Stacking is the most ***we*** will pay under this policy for all damages resulting from ***bodily injury*** to all such ***insureds*** injured in any one accident regardless of the number of:

(1) ***insureds***;

(2) claims made; or

(3) vehicles involved in the accident.

2. For an ***insured*** other than ***you*** or a ***resident relative***:

a. the most ***we*** will pay under this policy for all compensatory damages resulting from ***bodily injury*** for an ***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 compensatory damages resulting from that ***bodily injury*** reduced by the sum of all payments for compensatory damages resulting from that ***bodily injury*** made by or on behalf of any ***person*** or organization who is or may be held legally liable for that ***bodily injury***.

b. the most ***we*** will pay under this policy, subject to 1.a. above, for all damages resulting from ***bodily injury*** to two or more such ***insureds*** injured in any one accident is the dollar amount shown under "Each Accident."

c. the limit shown for Uninsured Motor Vehicle Coverage – Stacking is the most ***we*** will pay under this policy for all damages resulting from ***bodily injury*** to all such ***insureds*** injured in any one accident regardless of the number of:

(1) ***insureds***;

(2) claims made;

(3) vehicles insured under this policy;

(4) premiums shown on the Declarations; or

(5) vehicles involved in the accident.

However, if there is ***bodily injury*** to ***you*** or a ***resident relative*** in addition to any other ***insured***, then the maximum amount payable under this policy to all ***insureds*** will not exceed the most ***we*** will pay under this policy for all damages resulting from ***bodily injury*** as determined in 1.b. above.

Limit – Coverage U3

The Uninsured Motor Vehicle Coverage – Non-Stacking limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations under "Bodily Injury Limit – Each Person, Each Accident".

1. The dollar amount shown under "Each Person" is the most ***we*** will pay under this policy for all compensatory 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***.

2. The dollar amount shown under "Each Accident" is the most ***we*** will pay under this policy, subject to 1. above, for all damages resulting from ***bodily injury*** to two or more ***insureds*** injured in any one accident.

3. The limit shown for Uninsured Motor Vehicle Coverage – Non-Stacking is the most ***we*** will pay under this policy for all damages resulting from ***bodily injury*** in any one accident regardless of the number of:

a. ***insureds***;

b. claims made;

c. vehicles insured under this policy;

d. premiums shown on the Declarations; or

e. vehicles involved in the accident.

Nonduplication – Coverages U and U3

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*** or any ***resident relative***;

2. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance.

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Exclusions – Coverage U

THERE IS NO COVERAGE:

1. FOR AN ***INSURED*** WHO, WITHOUT ***OUR*** WRITTEN CONSENT, SETTLES WITH ANY ***PERSON*** OR ORGANIZATION WHO MAY BE LIABLE FOR THE ***BODILY INJURY***;
2. FOR PAIN, SUFFERING OR OTHER NONMONETARY DAMAGES SUSTAINED BY AN ***INSURED*** IF THE ***BODILY INJURY*** IS NOT A ***SERIOUS INJURY*** AND THE LIMITATION OF SECTION 1731(d)(2) OF TITLE 75 OF THE PENNSYLVANIA CONSOLIDATED STATUTES APPLIES;
3. FOR AN ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM THE DISCHARGE OF A FIREARM;
4. FOR AN ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM:
   a. NUCLEAR REACTION;
   b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
   c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
5. FOR PUNITIVE OR EXEMPLARY DAMAGES;
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION;
7. FOR AN ***INSURED OCCUPYING*** A VEHICLE WHILE IT IS:
   a. MADE AVAILABLE OR BEING USED TO CARRY ***PERSONS*** FOR A CHARGE. This exclusion (7.a.) does not apply to:
      (1) the use of a ***private passenger car*** on a share-the-expense basis; or
      (2) ***you*** or a ***resident relative occupying*** a ***non-owned car*** as a passenger; OR
   b. RENTED TO OR LEASED TO OTHERS BY AN ***INSURED***, INCLUDING PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM.
8. FOR AN ***INSURED*** WHO SUSTAINS ***BODILY INJURY*** WHILE ***OCCUPYING*** A MOTOR VEHICLE ***OWNED BY*** THAT ***INSURED*** IF THE VEHICLE IS NOT INSURED FOR UNINSURED MOTOR VEHICLE COVERAGE UNDER THIS POLICY OR ANY OTHER POLICY.
9. FOR AN ***INSURED*** WHO SUSTAINS ***BODILY INJURY*** WHILE ***OCCUPYING*** A VEHICLE BEING OPERATED BY AN ***UNDISCLOSED DRIVER***.

Exclusions – Coverage U3

THERE IS NO COVERAGE:

1. FOR AN ***INSURED*** WHO, WITHOUT ***OUR*** WRITTEN CONSENT, SETTLES WITH ANY ***PERSON*** OR ORGANIZATION WHO MAY BE LIABLE FOR THE ***BODILY INJURY***;
2. FOR PAIN, SUFFERING OR OTHER NONMONETARY DAMAGES SUSTAINED BY AN ***INSURED*** IF THE ***BODILY INJURY*** IS NOT A ***SERIOUS INJURY*** AND THE LIMITATION OF SECTION 1731(d)(2) OF TITLE 75 OF THE PENNSYLVANIA CONSOLIDATED STATUTES APPLIES;
3. FOR AN ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM THE DISCHARGE OF A FIREARM;
4. FOR AN ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM:
   a. NUCLEAR REACTION;
   b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
   c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
5. FOR PUNITIVE OR EXEMPLARY DAMAGES;
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.
7. FOR AN ***INSURED OCCUPYING*** A VEHICLE WHILE IT IS:
   a. MADE AVAILABLE OR BEING USED TO CARRY ***PERSONS*** FOR A CHARGE. This exclusion (7.a.) does not apply to:

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(1) the use of a ***private passenger car*** on a share-the-expense basis; or

(2) ***you*** or a ***resident relative occupying*** a ***non-owned car*** as a passenger; OR

b. RENTED TO OR LEASED TO OTHERS BY AN ***INSURED***, INCLUDING PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM.

8. FOR AN ***INSURED*** WHO SUSTAINS ***BODILY INJURY*** WHILE ***OCCUPYING*** A VEHICLE BEING OPERATED BY AN ***UNDISCLOSED DRIVER***.

If Other Uninsured Motor Vehicle Coverage Applies – Coverage U

1. If uninsured motor vehicle coverage provided by this policy and one or more other vehicle policies issued by ***us*** apply to the same ***bodily injury***, then any coverage applicable shall apply as:

   a. primary if the ***insured*** sustains ***bodily injury*** while not ***occupying*** a motor vehicle or trailer.

   b. primary if the ***insured*** sustains ***bodily injury*** while ***occupying*** a ***your car***.

   c. excess if the ***insured*** sustains ***bodily injury*** while ***occupying*** a vehicle other than a ***your car***.

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*** 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*** 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*** 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*** or any ***resident relative*** by the ***State Farm***

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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.

If Other Uninsured Motor Vehicle Coverage Applies – Coverage U3

1. If uninsured motor vehicle coverage provided by this policy and one or more other vehicle policies apply to the same ***bodily injury***, then any coverage applicable under this policy shall apply as:
   a. primary if the ***insured*** sustains ***bodily injury*** while not ***occupying*** a motor vehicle or trailer.
   b. primary if the ***insured*** sustains ***bodily injury*** while ***occupying*** a ***your car***.
   c. excess if the ***insured*** sustains ***bodily injury*** while ***occupying*** a vehicle other than a ***your car***.
2. If Uninsured Motor Vehicle Coverage provided by this policy and one or more other vehicle policies apply to the same ***bodily injury*** as primary, the ***insured*** may recover up to the single highest limit of such policies. ***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.
3. If Uninsured Motor Vehicle Coverage provided by this policy and one or more other vehicle policies apply to the same ***bodily injury*** as excess, and:
   a. there is only one ***your car*** on this policy, then the Uninsured Motor Vehicle Coverage under this policy does not apply; or
   b. there are two or more ***your cars*** on this policy, then only one limit from this policy will be applied. The ***insured*** may recover up to the single highest limit of such policies.

   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.

Our Payment Options – Coverages U and U3

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:

1. Underinsured Motor Vehicle Coverage – Stacking if a premium is shown under "Coverage Symbol W"; or
2. Underinsured Motor Vehicle Coverage – Non-Stacking if a premium is shown under "Coverage Symbol W3"

in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definitions – Coverages W and W3

Insured means:

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

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

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

Underinsured Motor Vehicle means a land motor vehicle:

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 of the ***insured's*** damages; or
   b. have been reduced by payments to ***persons*** other than ***you*** and ***resident relatives*** to less than the amount of the ***insured's*** damages.

Underinsured Motor Vehicle does not include a land motor vehicle:

1. ***owned by***, rented to, or furnished or available for the regular use of ***you*** or any ***resident relative***;
2. designed for use primarily off public roads except while on public roads;
3. while located for use as a dwelling or other premises; or
4. defined as an ***uninsured motor vehicle*** under Uninsured Motor Vehicle Coverage of this policy.

Insuring Agreement – Coverages W and W3

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.

We will pay only if the full amount of all available limits of all bodily injury liability bonds, policies, and self-insurance plans that apply to the ***insured's bodily injury*** have been used up by payment of judgments or settlements, or have been offered to the ***insured*** in writing.

The amount we will pay for damages is subject to the limitations of Title 75 of the Pennsylvania Consolidated Statutes.

Consent to Settlement – Coverages W and W3

The ***insured*** must inform ***us*** of a settlement offer for the full amount of all available limits proposed by or on behalf of the owner or driver of the ***underinsured motor vehicle,*** and the ***insured*** must request ***our*** written consent to accept such settlement offer.

If ***we***:

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

Deciding Fault and Amount – Coverages W and W3

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 ***underinsured 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 ***underinsured motor vehicle***?

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

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

(a) ***us***;

(b) the owner and driver of the ***underinsured motor vehicle*** unless ***we*** have consented to a settlement offer proposed by or on behalf of such owner or driver; and

(c) any other party or parties who may be legally liable for the ***insured's*** damages;

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

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

(4) 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 without ***our*** written consent; 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 – Coverage W

The Underinsured Motor Vehicle Coverage – Stacking limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations under "Bodily Injury Limit – Each Person, Each Accident".

1. For an ***insured*** who is ***you*** or a ***resident relative***:

a. the most ***we*** will pay under this policy for all compensatory damages resulting from ***bodily injury*** to any one such ***insured*** injured in any one accident, including all damages sustained by other such ***insureds*** as a result of that ***bodily injury*** is the lesser of:

(1) the sum of the dollar amounts shown under "Each Person" for each ***your car*** displaying a premium under "Coverage Symbol W" in the "POLICY PREMIUM" schedule on the Declarations; or

(2) the amount of all compensatory damages resulting from that ***bodily injury*** reduced by the sum of all payments for compensatory damages resulting from that ***bodily injury*** made by or on behalf of any ***person*** or organization who is or may be held legally liable for that ***bodily injury***.

b. the most ***we*** will pay under this policy, subject to 1.a.(1) above, for all damages resulting from ***bodily injury*** to two or more such ***insureds*** injured in any one accident is the sum of the dollar amounts shown under "Each Accident" for each ***your car*** displaying a premium under "Coverage Symbol W" in the "POLICY PREMIUM" schedule on the Declarations.

c. the limit shown for Underinsured Motor Vehicle Coverage – Stacking is the most ***we*** will pay under this policy for all damages resulting from ***bodily injury*** to all such ***insureds*** injured in any one accident regardless of the number of:

(1) ***insureds***;

(2) claims made; or

(3) vehicles involved in the accident.

2. For an ***insured*** other than ***you*** or a ***resident relative***:

a. the most ***we*** will pay under this policy for all compensatory damages resulting from ***bodily injury*** for an ***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 compensatory damages resulting from that ***bodily injury*** reduced by the sum of all payments for compensatory damages resulting from that ***bodily injury*** made by or on behalf of any ***person*** or organization who is or may be held legally liable for that ***bodily injury***.

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b. the most ***we*** will pay under this policy, subject to 1.a.(1) above, for all damages resulting from ***bodily injury*** to two or more such ***insureds*** injured in any one accident is the dollar amount shown under "Each Accident."

c. the limit shown for Underinsured Motor Vehicle Coverage – Stacking is the most ***we*** will pay under this policy for all damages resulting from ***bodily injury*** to all such ***insureds*** injured in any one accident regardless of the number of:

(1) ***insureds***;

(2) claims made;

(3) vehicles insured under this policy;

(4) premiums shown on the Declarations; or

(5) vehicles involved in the accident.

However, if there is ***bodily injury*** to ***you*** or a ***resident relative*** in addition to any other ***insured***, then the maximum amount payable under this policy to all insureds will not exceed the most ***we*** will pay for all damages resulting from ***bodily injury*** as determined in 1.b. above.

Limit – Coverage W3

The Underinsured Motor Vehicle Coverage – Non-Stacking limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations under "Bodily Injury Limit – Each Person, Each Accident".

1. The dollar amount shown under "Each Person" is the most ***we*** will pay under this policy for all compensatory 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***.
2. The dollar amount shown under "Each Accident" is the most ***we*** will pay under this policy, subject to 1.a. above, for all damages resulting from ***bodily injury*** to two or more ***insureds*** injured in any one accident.
3. The limit shown for Underinsured Motor Vehicle Coverage – Non-Stacking is the most ***we*** will pay under this policy for all damages resulting from ***bodily injury*** in any one accident regardless of the number of:
   a. ***insureds***;
   b. claims made;
   c. vehicles insured under this policy;
   d. premiums shown on the Declarations; or
   e. vehicles involved in the accident.

Nonduplication – Coverages W and W3

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*** or any ***resident relative***; or
2. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance.

Exclusions – Coverage W

THERE IS NO COVERAGE:

1. FOR AN ***INSURED*** WHO, WITHOUT ***OUR*** WRITTEN CONSENT, SETTLES WITH ANY ***PERSON*** OR ORGANIZATION WHO MAY BE LIABLE FOR THE ***BODILY INJURY***;
2. FOR PAIN, SUFFERING OR OTHER NONMONETARY DAMAGES SUSTAINED BY AN ***INSURED*** IF THE ***BODILY INJURY*** IS NOT A ***SERIOUS INJURY*** AND THE LIMITATION OF SECTION 1731(d)(2) OF TITLE 75 OF THE PENNSYLVANIA CONSOLIDATED STATUTES APPLIES;
3. FOR AN ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM THE DISCHARGE OF A FIREARM;
4. FOR AN ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM:
   a. NUCLEAR REACTION;
   b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
   c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;

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5. FOR PUNITIVE OR EXEMPLARY DAMAGES;
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION;
7. FOR AN ***INSURED OCCUPYING*** A VEHICLE WHILE IT IS:
    a. MADE AVAILABLE OR BEING USED TO CARRY ***PERSONS*** FOR A CHARGE. This exclusion (7.a.) does not apply to:
        (1) the use of a ***private passenger car*** on a share-the-expense basis; or
        (2) ***you*** or a ***resident relative occupying*** a ***non-owned car*** as a passenger; OR
    b. RENTED TO OR LEASED TO OTHERS BY AN ***INSURED***, INCLUDING PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM.
8. FOR AN ***INSURED*** WHO SUSTAINS ***BODILY INJURY*** WHILE ***OCCUPYING*** A MOTOR VEHICLE ***OWNED BY*** THAT ***INSURED*** IF THE VEHICLE IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE UNDER THIS POLICY OR ANY OTHER POLICY; OR
9. FOR AN ***INSURED*** WHO HAS BEEN COMPENSATED FOR ***BODILY INJURY*** UNDER THE LIABILITY COVERAGE OF THIS POLICY. This exclusion (9.) does not apply to ***you*** or a ***resident relative*** who has collected underinsured motorist limits under a separate policy.
10. FOR AN ***INSURED*** WHO SUSTAINS ***BODILY INJURY*** WHILE ***OCCUPYING*** A VEHICLE BEING OPERATED BY AN ***UNDISCLOSED DRIVER***.

Exclusions – Coverage W3

THERE IS NO COVERAGE:

1. FOR AN ***INSURED*** WHO, WITHOUT ***OUR*** WRITTEN CONSENT, SETTLES WITH ANY ***PERSON*** OR ORGANIZATION WHO MAY BE LIABLE FOR THE ***BODILY INJURY***;
2. FOR PAIN, SUFFERING OR OTHER NONMONETARY DAMAGES SUSTAINED BY AN ***INSURED*** IF THE ***BODILY INJURY*** IS NOT A ***SERIOUS INJURY*** AND THE LIMITATION OF SECTION 1731(d)(2) OF TITLE 75 OF THE PENNSYLVANIA CONSOLIDATED STATUTES APPLIES;
3. FOR AN ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM THE DISCHARGE OF A FIREARM;
4. FOR AN ***INSURED*** WHOSE ***BODILY INJURY*** RESULTS FROM:
    a. NUCLEAR REACTION;
    b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
    c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
5. FOR PUNITIVE OR EXEMPLARY DAMAGES;
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION;
7. FOR AN ***INSURED OCCUPYING*** A VEHICLE WHILE IT IS:
    a. MADE AVAILABLE OR BEING USED TO CARRY ***PERSONS*** FOR A CHARGE. This exclusion (7.a.) does not apply to:
        (1) the use of a ***private passenger car*** on a share-the-expense basis; or
        (2) ***you*** or a ***resident relative occupying*** a ***non-owned car*** as a passenger; OR
    b. RENTED TO OR LEASED TO OTHERS BY AN ***INSURED***, INCLUDING PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM.
8. FOR AN ***INSURED*** WHO IS OTHER THAN ***YOU*** OR ***RESIDENT RELATIVE*** WHO HAS BEEN COMPENSATED FOR ***BODILY INJURY*** UNDER THE LIABILITY COVERAGE OF THIS POLICY.
9. FOR AN ***INSURED*** WHO SUSTAINS ***BODILY INJURY*** WHILE ***OCCUPYING*** A VEHICLE BEING OPERATED BY AN ***UNDISCLOSED DRIVER***.

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If Other Underinsured Motor Vehicle Coverage Applies – Coverage W

1. If underinsured motor vehicle coverage provided by this policy and one or more other vehicle policies issued by ***us*** apply to the same ***bodily injury***, then any coverage applicable shall apply as:
   a. primary if the ***insured*** sustains ***bodily injury*** while not ***occupying*** a motor vehicle or trailer.
   b. primary if the ***insured*** sustains ***bodily injury*** while ***occupying*** a ***your car***.
   c. excess if the ***insured*** sustains ***bodily injury*** while ***occupying*** a vehicle other than a ***your car***.
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*** or any ***resident relative*** 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*** 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.
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*** 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*** 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.

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If Other Underinsured Motor Vehicle Coverage Applies – Coverage W3

1. If underinsured motor vehicle coverage provided by this policy and one or more other vehicle policies apply to the same ***bodily injury***, then any coverage applicable under this policy shall apply as:
   a. primary if the ***insured*** sustains ***bodily injury*** while not ***occupying*** a motor vehicle or trailer.
   b. primary if the ***insured*** sustains ***bodily injury*** while ***occupying*** a ***your car***.
   c. excess if the ***insured*** sustains ***bodily injury*** while ***occupying*** a vehicle other than a ***your car***.
2. If Underinsured Motor Vehicle Coverage provided by this policy and one or more other vehicle policies apply to the same ***bodily injury*** as primary, the ***insured*** may recover up to the single highest limit of such policies. ***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.
3. If Underinsured Motor Vehicle Coverage provided by this policy and one or more other vehicle policies apply to the same ***bodily injury*** as excess, and:
   a. there is only one ***your car*** on this policy, then the Underinsured Motor Vehicle Coverage under this policy does not apply; or
   b. there are two or more ***your cars*** on this policy, then only one limit from this policy will be applied. The ***insured*** may recover up to the single highest limit of such policies.

   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.

Our Payment Options – Coverages W and W3

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, Collision Coverage, Emergency Road Service Coverage, and Car Rental and Travel Expenses Coverage.

This policy provides:

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

in the "POLICY PREMIUM" schedules on the Declarations.

Deductible

1. The Comprehensive Coverage deductible, if any, that applies to a ***covered vehicle*** that is:
   a. a ***your car*** is the deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for that ***your car***.
   b. a ***newly acquired car*** is the lesser of:
      (1) the lowest Comprehensive Coverage deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for any vehicle for which a premium is shown under "Coverage Symbol D" in the "POLICY PREMIUM" schedules on the Declarations; or
      (2) $500.

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c. a ***temporary substitute car,*** a ***non-owned car,*** a ***non-owned trailer,*** or a ***non-owned camper*** is the lowest 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.

d. a camper is the deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for the ***your car*** on which the camper is designed to be mounted or installed. If both the ***your car*** and the camper are damaged by the same ***loss***, then only one deductible will apply.

2. The Collision Coverage deductible that applies to a ***covered vehicle*** that is:

   a. a ***your car*** is the deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for that ***your car***.

   b. a ***newly acquired car*** is the lesser of:

      (1) the lowest Collision Coverage deductible dollar amount shown in the "POLICY PREMIUM" schedules on the Declarations for any vehicle for which a premium is shown under "Coverage Symbol G" in the "POLICY PREMIUM" schedules on the Declarations; or

      (2) $500.

   c. a ***temporary substitute car***, a ***non-owned car***, a ***non-owned trailer***, or a ***non-owned camper*** is the lowest 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.

   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*** if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations;
4. a camper that is:
   a. shown on the Declarations; and
   b. 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;
5. a ***non-owned car***:
   a. if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations; and
   b. while it is:
      (1) being driven by an ***insured***; or
      (2) in the custody of an ***insured*** if at the time of the ***loss*** it is:
         (a) not being driven; or
         (b) being driven by a ***person*** other than an ***insured*** and being ***occupied*** by an ***insured***;
6. a ***non-owned trailer***:
   a. if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations; and
   b. while it is being used by an ***insured***; and
7. a ***non-owned camper***:
   a. if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations; and

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b. while it is being used by an ***insured***.

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

Daily Transportation Charge means the sum of:

1. the daily rental rate, including mileage charges and related taxes, incurred when an ***insured*** rents a ***car*** from a ***car business***; and
2. commercial transportation expenses incurred by an ***insured***.

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

Loss means:

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

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

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

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

Any ***loss*** caused by missiles, falling objects, 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***.

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

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

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

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

Insuring Agreements

1. **Comprehensive Coverage**

   We will pay:

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

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(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 and Transportation Reimbursement Expense**

We will pay the ***daily transportation charge*** incurred while a ***covered vehicle owned by you*** is not drivable or is being repaired as a result of a ***loss*** which would be payable under Comprehensive Coverage or Collision Coverage.

We will pay the ***daily transportation 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 transportation charge*** incurred by an ***insured*** must be reported to ***us*** before ***we*** will pay such amount.

b. **Travel Expenses**

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

(1) an ***insured*** during the period that:

(a) starts after the ***loss*** occurs; and

(b) ends on the earlier of:

(i) the ***insured's*** arrival at their destination or home if the vehicle is left behind for repairs; or

(ii) the repair of the vehicle if the ***insured*** waits for repairs before

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continuing on to their destination or returning home; and

(2) ***you***, or any ***person you*** choose, to travel to retrieve the vehicle and drive it to either the original destination or ***your*** home if the vehicle was left behind for repairs.

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

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

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

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

Supplementary Pet Injury Coverage

We will pay:

1. veterinary expenses incurred for treatments, procedures, or products for a cat or dog injured in a ***loss***. Such injury must be diagnosed within 30 days of the date of ***loss***; and
2. the cost to replace the cat or dog, if such injury results in death.

The cat or dog must be ***occupying*** a ***covered vehicle*** which sustains a ***loss*** for which ***we*** make a payment under Comprehensive Coverage or Collision Coverage. These expenses must be incurred within one year from the date of ***loss*** and must be reported to ***us*** before ***we*** will pay.

We will not pay more than $1,000 per animal. Subject to the per animal limit, ***we*** will not pay more than $2,000 per ***loss***.

Supplementary Payments – Comprehensive Coverage and Collision Coverage

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

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

   If the owner of the ***covered vehicle*** consents, then ***we*** may move the ***covered vehicle*** at ***our*** expense to reduce storage costs. If the owner of the ***covered vehicle*** does not consent, then ***we*** will pay only the storage costs that would have resulted if ***we*** had moved the damaged ***covered vehicle***; and
3. clean up debris from the ***covered vehicle*** at the location of the ***loss***. The most ***we*** will pay to clean up the debris is $250 for any one ***loss***.

Limit and Loss Settlement – Comprehensive Coverage and Collision Coverage

1. ***We*** have the right to choose to settle with ***you*** or the owner of the ***covered vehicle*** in one of the following ways:
   a. Pay the cost to repair the ***covered vehicle*** minus any applicable deductible. No deductible applies to the repair of windshield 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

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(c) A repair estimate that is written based upon or adjusted to:

(i) reasonable repair costs and labor rates as determined by ***us*** for the repair market where the ***covered vehicle*** is to be repaired;

(ii) the prevailing competitive price. Prevailing competitive price means prices charged by a majority of the repair market as determined by a survey made by ***us*** for the area where the ***covered vehicle*** is to be repaired;

(iii) the lower of paintless dent repair pricing established by an agreement ***we*** have with a third party or the paintless dent repair price that is competitive in the market; or

(iv) a combination of (i), (ii), or (iii) above.

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

The repair estimate will include parts sufficient to restore the ***covered vehicle*** to its pre-loss condition. ***You*** agree with ***us*** that the repair estimate may include new, used, recycled, and reconditioned parts. Any of these parts may be either original equipment manufacturer parts or non-original equipment manufacturer parts, and ***you*** agree these parts are sufficient to restore the ***covered vehicle*** to its pre-loss condition.

You also agree that replacement glass need not have any insignia, logo, trademark, etching, or other marking that was on the replaced glass.

(2) The cost to repair the ***covered vehicle*** does not include any reduction in the value of the ***covered vehicle*** after it has been repaired, as compared to its value before it was damaged.

(3) If the repair or replacement of a part results in betterment of that part, then ***you*** or the owner of the ***covered vehicle*** must pay for the amount of the betterment;

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

(1) The owner of the ***covered vehicle*** and ***we*** must agree upon the actual cash value of the ***covered vehicle***. If there is disagreement as to the actual cash value of the ***covered vehicle***, then the disagreement will be resolved by appraisal upon written request of the owner or ***us***, using the following procedures:

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

(b) The two appraisers will select a third competent appraiser. If they are unable to agree on a third appraiser within 30 days, then either the owner or ***we*** may petition a court that has jurisdiction to select the third appraiser.

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

(d) The appraisers shall only determine the actual cash value of the ***covered vehicle***. Appraisers shall have no authority to decide any other questions of fact, decide any questions of law, or conduct appraisal on a class-wide or class-representative basis.

(e) A written appraisal that is both agreed upon by and signed by any two appraisers, and that also contains an explanation of how they arrived at their appraisal, will be binding on the owner of the ***covered vehicle*** and ***us***.

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

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(2) 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***; or

c. Return the stolen ***covered vehicle*** to its owner and pay, as described in 1.a. above, for any direct, sudden, and accidental damage that resulted from the theft.

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

3. The most ***we*** will pay for ***loss*** to a ***non-owned trailer*** or a ***non-owned camper*** is $2,500.

Limit – Car Rental and Travel Expenses Coverage

1. **Car Rental and Transportation Reimbursement Expense**

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

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

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

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

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

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

2. **Travel Expenses**

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

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

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

Nonduplication

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

Exclusions

THERE IS NO COVERAGE FOR:

1. ANY ***COVERED VEHICLE*** THAT IS:

   a. INTENTIONALLY DAMAGED; OR

   b. STOLEN

   BY, OR AT THE DIRECTION OF, AN ***INSURED***;

   This exclusion is not applicable to an ***insured*** who is the victim of abuse, and the abuse occurs during the loss to any ***covered vehicle***.

2. ANY ***COVERED VEHICLE*** WHILE IT IS RENTED TO OR LEASED TO OTHERS, BY AN ***INSURED***, INCLUDING PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING OR OTHER SIMILAR PROGRAM;

3. ANY ***COVERED VEHICLE*** WHILE IT IS:

   a. MADE AVAILABLE; OR

   b. BEING USED

   TO CARRY ***PERSONS*** FOR A CHARGE. This exclusion does not apply to the use of a ***private passenger car*** on a share-the-expense basis;

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

   a. THEFT;

   b. CONVERSION;

   c. EMBEZZLEMENT; OR

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d. SECRETION

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

5. ***LOSS*** TO A ***COVERED VEHICLE OWNED BY YOU*** IF AN ***INSURED*** VOLUNTARILY RELINQUISHES POSSESSION OF THAT ***CAR*** TO A ***PERSON*** OR ORGANIZATION UNDER AN ACTUAL OR PRESUMED SALES AGREEMENT;

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

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

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

   a. NUCLEAR REACTION;

   b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR

   c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;

9. ***LOSS*** TO ANY ***COVERED VEHICLE*** THAT RESULTS FROM THE TAKING OF OR SEIZURE OF THAT ***COVERED VEHICLE*** BY ANY GOVERNMENTAL AUTHORITY;

10. ***LOSS*** TO ANY ***COVERED VEHICLE*** THAT RESULTS FROM WAR OF ANY KIND;

11. 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;

12. ANY ***NON-OWNED CAR*** WHILE IT IS:

    a. BEING MAINTAINED OR USED BY ANY ***PERSON*** WHILE THAT ***PERSON*** IS EMPLOYED IN OR ENGAGED IN ANY WAY IN A ***CAR BUSINESS***; OR

    b. USED IN ANY BUSINESS OR OCCUPATION OTHER THAN A ***CAR BUSINESS***. This exclusion (12.b.) does not apply to a ***private passenger car***;

13. ANY PART OR EQUIPMENT OF A ***COVERED VEHICLE*** IF THAT PART OR EQUIPMENT:

    a. FAILS OR IS DEFECTIVE; OR

    b. IS DAMAGED AS A DIRECT RESULT OF:

       (1) WEAR AND TEAR;

       (2) FREEZING; OR

       (3) MECHANICAL, ELECTRICAL, OR ELECTRONIC BREAKDOWN OR MALFUNCTION

       OF THAT PART OR EQUIPMENT.

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

14. ANY PART OR EQUIPMENT:

    a. THAT IS NOT LEGAL FOR USE IN OR ON THE ***COVERED VEHICLE*** IN THE JURISDICTION WHERE THE ***COVERED VEHICLE*** IS REGISTERED; OR

    b. THE USE OF WHICH IS NOT LEGAL IN THE JURISDICTION WHERE THE ***COVERED VEHICLE*** IS REGISTERED BECAUSE OF HOW OR WHERE THAT PART OR EQUIPMENT IS INSTALLED IN OR ON THE ***COVERED VEHICLE***.

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

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for installation of the legal version of the part or equipment;

15. TIRES. This exclusion does not apply if:

    a. ***loss*** is caused by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal; or

    b. ***loss caused by collision*** to another part of the ***covered vehicle*** causes ***loss*** to tires;

16. REMOVABLE PRODUCTS USED FOR STORAGE OF AUDIO, VIDEO, OR OTHER DATA, INCLUDING BUT NOT LIMITED TO TAPES, DISCS, AND MEMORY CARDS, NOR IS THERE COVERAGE FOR THE RECONSTRUCTION OF DATA CONTAINED THEREIN;

17. ANY EQUIPMENT USED TO DETECT OR INTERFERE WITH SPEED MEASURING DEVICES;

18. A CAMPER, INCLUDING ITS PARTS AND ITS EQUIPMENT, THAT IS:

    a. DESIGNED TO BE MOUNTED ON A PICKUP TRUCK;

    b. ***OWNED BY*** AN ***INSURED***; AND

    c. NOT SHOWN ON THE DECLARATIONS; OR

19. ANY ***COVERED VEHICLE*** WHILE IT IS:

    a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR

    b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (19.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving.

20. ANY ***COVERED VEHICLE*** WHILE BEING OPERATED BY AN ***UNDISCLOSED DRIVER***.

If Other Physical Damage Coverage or Similar Coverage Applies

1. If the same ***loss*** or expense is payable under more than one of the physical damage coverages provided by this policy, then only the one coverage that pays the most for that ***loss*** or expense applies.

2. If any of the physical damage coverages provided by this policy and one or more other policies issued to an ***insured*** by the ***State Farm Companies*** apply to the same ***loss*** or expense, then only one policy applies. ***We*** will select a policy that pays the most for the ***loss*** or expense.

3. The physical damage coverages provided by this policy apply as primary coverage for a ***loss*** to 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.

   The Comprehensive Coverage and the Collision Coverage provided by this policy apply as primary coverage for a ***loss*** to a motor vehicle loaned to ***you*** by a motor vehicle dealer while ***your car*** is being:

   a. transported;

   b. serviced;

   c. repaired; or

   d. inspected

   by that motor vehicle dealer. Such motor vehicle must be loaned to ***you*** without financial remuneration in the form of a fee, rental charge, or lease charge paid directly by ***you***.

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

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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 or Collision Coverage provided by this policy for that vehicle also applies to that creditor's interest in that vehicle. Coverage for the creditor's interest is only provided for a ***loss*** that is payable to ***you***.

   However, if this policy is cancelled or nonrenewed, then ***we*** will provide coverage for the creditor's interest until ***we*** notify the creditor of the termination of such coverage. This coverage for the creditor's interest is only provided for a ***loss*** that would have been payable to ***you*** if this policy had not been cancelled or nonrenewed. The date such termination is effective will be at least 10 days after the date ***we*** provide notice of the termination to the creditor. The mailing or electronic transmittal of the notice will be sufficient proof of notice.

2. If ***we*** pay such creditor, then ***we*** are entitled to the creditor's right of recovery against ***you*** to the extent of ***our*** payment. ***Our*** right of recovery does not impair the creditor's right to recover the full amount of its claim.

Our Payment Options

1. **Comprehensive Coverage and Collision Coverage**

   a. ***We*** may, at ***our*** option, make payment to one or more of the following for ***loss*** to a ***covered vehicle owned by you***:

      (1) ***You***;

      (2) The repairer; or

      (3) A creditor shown on the Declarations, to the extent of its interest.

   b. ***We*** may, at ***our*** option, make payment to one or more of the following for ***loss*** to a ***covered vehicle*** not ***owned by you***:

      (1) ***You***;

      (2) The owner of such vehicle;

      (3) The repairer; or

      (4) A creditor, to the extent of its interest.

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

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

   a. ***You***;

   b. The ***insured*** who incurred the expense; or

   c. Any party that provided the service for which payment is owed.

INSURED'S DUTIES

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

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

   a. ***your*** name;

   b. the names and addresses of all ***persons*** involved in the accident or ***loss***;

   c. the hour, date, place, and facts of the accident or ***loss***; and

   d. the names and addresses of witnesses to the accident or ***loss***.

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

   a. If a claim is made against an ***insured***, then that ***insured*** must immediately send ***us*** every demand, notice, and claim received.

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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. Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage, each ***insured***, or any other ***person*** or organization making claim or seeking payment; and

   c. Physical Damage Coverages, each ***insured*** or owner of a ***covered vehicle***, or any other ***person*** or organization making claim or seeking payment;

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

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

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

   a. protect the ***covered vehicle*** from additional damage. ***We*** will pay any reasonable expense incurred to do so that is reported to ***us***;

   b. make a prompt report to the police when the ***loss*** is the result of theft;

   c. allow ***us*** to:

      (1) inspect any damaged property:

         (a) before its repair or disposal; and

         (b) during its repair;

      (2) test any part or equipment before that part or equipment is removed or repaired; and

      (3) move the ***covered vehicle*** at ***our*** expense in order to conduct such inspection or testing;

   d. provide ***us*** all:

      (1) records;

      (2) receipts;

      (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 First Party Coverages, Uninsured Motor Vehicle Coverages, Underinsured Motor Vehicle Coverages, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage**

   A ***person*** making claim under:

   a. First Party Coverages, Uninsured Motor Vehicle Coverages, Underinsured Motor Vehicle Coverages, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage must 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***

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is unable to give ***us*** notice, then any other ***person*** may give ***us*** the required notice;

b. First Party Coverages must authorize ***us*** to obtain all medical bills, reports, and records. If the ***person*** is dead or unable to act, their legal representative shall give ***us*** the authorization;

c. Uninsured Motor Vehicle Coverages and Underinsured Motor Vehicle Coverages must:

(1) comply with an order to 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;

(2) 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***;

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

(4) send ***us*** immediately a copy of all lawsuit papers if the ***insured*** files a lawsuit against the party liable for the accident;

d. Uninsured Motor Vehicle Coverages must report an accident involving a motor vehicle whose owner and driver remain unknown to the police within 24 hours and to ***us*** within 30 days;

e. First Party Coverages, Uninsured Motor Vehicle Coverages and Underinsured Motor Vehicle Coverages must submit to ***us*** all information ***we*** need to comply with federal and state laws and regulations; and

f. Loss of Income Coverage must:

(1) make a claim under this policy;

(2) report to ***us*** when that ***person*** has a ***total disability***; and

(3) provide proof of continued total disability when we ask for it.

7. **Duty to Notify Us of Changes**

You agree to notify ***us*** if there is inaccurate information shown on the Declarations, or if any of the information shown on the Declarations has changed. This information includes, but is not limited to:

a. use of any vehicle insured under this policy;

b. primary garaging location of any vehicle insured under this policy;

c. regular drivers of any vehicle insured under this policy; or

d. driver's license status of any driver of legal driving age in ***your*** household.

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You agree to notify ***us*** of a ***newly acquired car*** within the timing described in the ***newly acquired car*** definition.

You also agree to notify ***us*** of all other changes within 90 days of that change.

We may adjust premiums and determine eligibility for coverage based on this information.Changes will be confirmed with an updated Declarations issued to ***you***. ***You*** agree to confirm the accuracy of the updated information and notify ***us*** promptly if corrections are necessary.

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.

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

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.

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

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

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

b. **Medical Payments Coverage; Extraordinary Medical Payments Coverage; Loss of Income; Funeral Benefits Coverage**

c. **Uninsured Motor Vehicle Coverage and Underinsured Motor Vehicle Coverage**

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

d. **Physical Damage Coverages**

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

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

WE HAVE NO DUTY TO PAY ANY CLAIM OR COST THAT WOULD NOT BE PAYABLE UNDER THIS POLICY IF THE ACCIDENT OR ***LOSS*** HAD OCCURRED IN THE STATE OF PENNSYLVANIA 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 Pennsylvania 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; or

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. A vehicle newly ***owned by you*** or newly leased by ***you*** is not eligible for coverage under this policy if this policy is endorsed with the Certificate of Guaranteed Renewal endorsement; 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 a ***resident relative*** wants to insure a ***car*** newly ***owned by*** the ***resident relative*** with the ***State Farm***

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Companies after that ***car*** ceases to be a ***newly acquired car***, then the ***resident relative*** must apply to the ***State Farm Companies*** for a separate policy to insure the ***car*** newly ***owned by*** the ***resident relative***. 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 Pennsylvania 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) Except under Death, Dismemberment and Loss of Sight Coverage, and Loss of Income Coverage, if a ***person*** shown as a named insured on the Declarations dies, then the definition of ***insured*** under each of the coverages provided by this policy is changed to include:

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

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

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

   c. **Joint and Individual Interests**

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

   d. **Change of Policy Address**

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

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

      (2) the United States Postal Service.

8. **Premium**

   a. Unless as otherwise provided by an alternative payment plan in effect with the ***State Farm Companies*** with respect to the premium for this policy, the premium is due and payable in full on 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 including, but not limited to:

      (1) vehicles insured;

      (2) use of vehicles;

      (3) primary garaging location; and

      (4) drivers of any vehicle insured under this policy.

   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

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(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 the coverages carried, the applicable limits, and deductibles, and 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 newly licensed family members;

(3) ***Your*** marital status; 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*** provide a nonrenewal notice or a cancellation notice as set forth in the **Nonrenewal** and **Cancellation** provisions.

10. **Nonrenewal**

We will mail or deliver a nonrenewal notice:

a. at least 15 days before the end of the current policy period if we decide not to renew this policy for the following reasons:

(1) nonpayment of premium; or

(2) the named insured's driver's license or motor vehicle registration has been under suspension or revocation during the policy period; or

b. at least 60 days before the end of the current policy period if a determination has been made that the insured concealed or misrepresented a fact material to the acceptance of the risk by the insurer.

c. at least 60 days before the end of the current policy period for all other reasons allowed by law and not stated in 10.a. and b.

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. The mailing of the notice will be sufficient proof of notice.

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 providing notice to a named insured shown on the Declarations. The notice will provide the date cancellation is effective.

(1) If ***we*** provide 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 15 days after the date notice is provided.

Otherwise, the date cancellation is effective will be at least 60 days after the date notice is provided.

(2) After this policy has been in force for more than 59 days, ***we*** will not cancel this policy

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before the end of the current policy period except:

(a) for nonpayment of premium

(b) when ***your*** driver's license or motor vehicle registration has been under suspension or revocation during the policy period; or

(c) when a determination has been made that the ***insured*** concealed or misrepresented a fact material to the acceptance of the risk by ***us***.

c. **Return of Unearned Premium**

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

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

12. **Assignment**

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

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

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

14. **Concealment, Misrepresentation, or Fraud**

a. To determine ***your*** eligibility for coverage under this policy and to determine ***your*** premium, ***we*** relied upon statements and representations ***you*** or the applicant provided to ***us***.

b. During the first 59 days of this policy and where permitted by law, ***we*** may cancel or void coverage for any ***insured*** seeking coverage if false statements have been made with the intent to conceal or misrepresent any material fact or circumstance in connection with the application for this policy.

c. After the first 59 days of this policy and where permitted by law, ***we*** may cancel or void any coverage for any ***insured*** seeking coverage if:

(1) there is intentional material misrepresentation by the ***insured*** in the application for this policy;

(2) misrepresentation could not have been reasonably discovered by ***us*** in the first 59 days of this policy, or

(3) undisclosed information would have prompted ***us*** to refuse the application for coverage.

d. ***We*** may deny coverage for any accident or loss if ***you*** have concealed or misrepresented any fact or circumstance, or engaged in fraudulent conduct, material to the risk ***we*** assumed that impacted eligibility or premium.

e. ***We*** may deny coverage for any accident or loss for any individual who is seeking coverage and has concealed or misrepresented any fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

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

Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage payments are not recoverable by ***us***. Under all other coverages, the following apply:

a. **Subrogation**

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

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

(1) doing nothing to impair that legal right;

(2) executing any documents ***we*** may need to assert that legal right; and

(3) taking legal action through ***our*** representatives when ***we*** ask.

b. **Reimbursement**

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

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

(2) reimburse ***us*** to the extent of ***our*** payments.

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

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

(1) presents either an Uninsured Motor Vehicle Coverage claim or an Underinsured Motor Vehicle Coverage claim to ***us***; and

(2) files a lawsuit in accordance with the **Deciding Fault and Amount** provision of the involved coverage.

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

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

17. **Choice of Law**

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

a. Pennsylvania 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.

18. **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.

19. **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

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(3) retaining:

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

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

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

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

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

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

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

(5) as otherwise permitted by law.

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

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

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

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