First Filing Company: State Farm Fire and Casualty Company, ... State Tracking Number:

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: PV-27969

Project Name/Number: PV-27969/PV-27969

# Filing at a Glance

Companies: State Farm Fire and Casualty Company, State Farm Mutual Automobile Insurance

Product Name: PV-27969 SERFF Tr Num: SFMA-127312073 State: Wisconsin TOI: 19.0 Personal Auto SERFF Status: Closed-Filed State Tr Num: Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: PV-27969 State Status:

(PPA)

Filing Type: Form Reviewer(s): Shasta Hoffhein

Authors: Laura Culbertson, Julie Disposition Date: 07/20/2011

Davis

Date Submitted: 07/08/2011 Disposition Status: Filed

Effective Date Requested (New): 11/01/2011 Effective Date (New): Effective Date Requested (Renewal): 11/01/2011 Effective Date (Renewal):

#### **General Information**

Project Name: PV-27969 Status of Filing in Domicile: Not Filed Project Number: PV-27969 Domicile Status Comments: N/A

Reference Organization: N/A Reference Number: N/A Advisory Org. Circular: N/A

Filing Status Changed: 07/20/2011

State Status Changed: Deemer Date: 08/06/2011

Created By: Laura Culbertson Submitted By: Laura Culbertson

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for filing on behalf of State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company is endorsement 6949B.2. This endorsement replaces 6949B.1 and has been prepared in response to Act 14.

- 1. The following provisions are being removed from 6949B.1. By doing so, policy language that was approved and in place prior to Act 28 is in force again.
- a. Medical Payments Coverage, Uninsured Motor Vehicle Coverage, and Underinsured Motor Vehicle Coverage exclusions and "other coverage" language that allowed stacking. This returns us to an approach involving the single highest available limit.
  - b. "Underinsured Motor Vehicle" definition using an excess trigger. This reactivates our modified difference-in-limits

Wisconsin SERFF Tracking Number: SFMA-127312073 State:

State Tracking Number: First Filing Company: State Farm Fire and Casualty Company, ...

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

PV-27969 Product Name:

PV-27969/PV-27969 Project Name/Number:

trigger.

- c. Nonduplication language targeted at not duplicating payment for the same expenses. We revert back to reducing Uninsured and Underinsured Motor Vehicle Coverage limits by other payments.
- 2. The following provisions were not approved and in use before Act 28. These amendments are being made to track with Act 14.
- a. "Uninsured Motor Vehicle" definition. A vehicle "owned by" the government may not be considered an uninsured motor vehicle; we previously stated that a vehicle either "owned by or rented to" the government could not be considered an uninsured motor vehicle. In addition, we have amended corroboration requirements for non-contact accidents involving unknown owners/drivers.
- b. "Insured's Duties" for Uninsured Motor Vehicle Coverage. We have amended reporting requirements for accidents involving unknown owners/drivers.

Please see the attached side by side comparisons for further details on the changes.

We certify that the proposed forms meet the Wisconsin readability requirements.

We submit this filing to be effective November 1, 2011 or as soon thereafter as the necessary procedural changes have been implemented.

Sincerely,

Thomas W. Monson, CPCU Forms Director and Assistant Secretary-Treasurer (309) 766-2270 tom.monson.apky@statefarm.com

Bill Roth, CPCU Forms Manager (309) 766-8704 bill.roth.ba9w@statefarm.com

# Company and Contact

#### **Filing Contact Information**

First Filing Company: State Farm Fire and Casualty Company, ... State Tracking Number:

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: PV-27969

Project Name/Number: PV-27969/PV-27969

Bill Roth, Forms Manager bill.roth.ba9w@statefarm.com

State Farm Mutual Automobile Insurance 309-766-8704 [Phone]

Company

One State Farm Plaza, D-4 309-766-0225 [FAX]

Bloomington, IL 61710

**Filing Company Information** 

State Farm Fire and Casualty Company CoCode: 25143 State of Domicile: Illinois

1 State Farm Plaza Group Code: 176 Company Type:
Bloomington, IL 61710 Group Name: State ID Number:

(309) 735-0649 ext. [Phone] FEIN Number: 37-0533080

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State Farm Mutual Automobile Insurance CoCode: 25178 State of Domicile: Illinois

One State Farm Plaza Group Code: 176 Company Type:

Bloomington, IL 61710 Group Name: State ID Number:

(309) 735-0649 ext. [Phone] FEIN Number: 37-0533100

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# **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

State Farm Fire and Casualty Company \$0.00 State Farm Mutual Automobile Insurance \$0.00

First Filing Company: State Farm Fire and Casualty Company, ... State Tracking Number:

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: PV-27969

Project Name/Number: PV-27969/PV-27969

# **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Filed	Shasta Hoffhein	07/20/2011	07/20/2011

First Filing Company: State Farm Fire and Casualty Company, ... State Tracking Number:

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: PV-27969

Project Name/Number: PV-27969/PV-27969

# **Disposition**

Disposition Date: 07/20/2011

Effective Date (New):

Effective Date (Renewal):

Status: Filed Comment:

Used with form filings that are subject to file & use under s. 631.20(1)(c) and (1m) Wis. Stat.

Effective July 1st, 2008, changes in insurance law exempted certain policy forms from receiving prior approval before

use.

This filing may be used 30 days after receipt by OCI.

USE DATE:08/06/2011

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

First Filing Company: State Farm Fire and Casualty Company, ... State Tracking Number:

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: PV-27969

Project Name/Number: PV-27969/PV-27969

Schedule Item Status Public Access **Schedule** Schedule Item **Supporting Document** Certification of Compliance and Filed Yes Readability **Supporting Document** Appraisal or Arbitration Provision Filed Yes **Form Amendatory Endorsement** Filed Yes

First Filing Company: State Farm Fire and Casualty Company, ... State Tracking Number:

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: PV-27969

Project Name/Number: PV-27969/PV-27969

# **Form Schedule**

Schedule	Form Name	Form #	Edition	Form Type Action	Action Specific Readability	Attachment
Item			Date		Data	
Status						
Filed	Amendatory	6949B.2		Endorseme Replaced	Replaced Form #:42.800	6949B.2
07/20/2011 Endorsement		nt/Amendm	6949B.1	SBS		
				ent/Conditi	Previous Filing #:	revised.pdf
				ons		6949B-2.pdf

#### 6949B.2 AMENDATORY ENDORSEMENT

(Underlining indicates differences)

# **Proposed 6949B.2 and 9849B**

#### **Current 6949B.1 and 9849B**

#### MEDICAL PAYMENTS COVERAGE

#### **Exclusions**

(9849B language)

THERE IS NO COVERAGE FOR AN *IN-*SURED:

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

(The following section is from 9849B which now applies)

# If Other Medical Payments Coverage or Similar Vehicle Insurance Applies

An *insured* shall not recover for the same *medical expenses* or funeral expenses under both this coverage and other medical payments coverage or similar vehicle insurance.

...

If Medical Payments Coverage provided by this policy and one or more other vehicle policies issued to *you* or any *resident relative* by the *State Farm Companies* apply to the same *bodily injury*, then:

a. the Medical Payments Coverage limits of such

#### MEDICAL PAYMENTS COVERAGE

a. Exclusions

THERE IS NO COVERAGE FOR AN INSURED:

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

# If Other Medical Payments Coverage or Similar Vehicle Insurance Applies

An *insured* shall not recover for the same *medical expenses* or funeral expenses under both this coverage and other medical payments coverage or similar vehicle insurance.

#### Subject to the above:

- 1. If the *insured* sustains *bodily injury* while not using a motor vehicle, then the Medical Payments Coverage provided by this policy applies as excess coverage over any other source of reimbursement to which the *insured* has a legal right, and the following apply.
  - a. If Medical Payments Coverage provided by this policy and medical payments coverage or other similar vehicle insurance provided by one or more other sources also apply as excess coverage for the same accident, then the maximum amount that may be paid from all policies combined is the sum of the highest applicable limits corresponding to the three coverages providing those highest applicable limits.
  - b. If Medical Payments Coverage provided by this policy and one or more other vehicle policies issued to you or any resident relative by the State Farm Companies apply to the same bodily injury, then we may choose one or more of those vehicle policies from which to make payment.

policies shall not be added together to determine the most that may be paid; and

b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. We may choose one or more policies from which to make payment.

#### UNINSURED MOTOR VEHICLE COVERAGE

#### a. Additional Definitions

Uninsured Motor Vehicle means a land motor vehicle:

•••

2. the owner and driver of which remain unknown and which causes *bodily injury* to the *insured*. If there is no physical contact between that land motor vehicle and the *insured* or the vehicle the *insured* is *occupying*, then the facts of the accident must be corroborated by <u>competent evidence provided</u> by someone other than either that *insured* or any other *person* who makes a claim under this coverage as a result of the accident.

*Uninsured Motor Vehicle* does not include a land motor vehicle *owned by* any government or any of its political subdivisions or agencies;

#### **Nonduplication** (From 9849B)

The Uninsured Motor Vehicle Coverage limits described under the Limits provision will be reduced by any of the following that apply:

- the amount paid by or on behalf of any *person* or organization that may be legally <u>responsible</u> for the *bodily injury* for which payment is made;
- 2. the amount paid for bodily injury under Liability Coverage of any policy issued by the State Farm Companies to you or any resident relative; or

#### **Current 6949B.1 and 9849B**

#### 3. UNINSURED MOTOR VEHICLE COVERAGE

#### a. Additional Definitions

**Uninsured Motor Vehicle** means a land motor vehicle:

..

2. the owner and driver of which remain unknown and which causes bodily injury to the insured. If there is no physical contact between that land motor vehicle and the insured or the vehicle the insured is occupying, then the facts of the accident must be corroborated by a disinterested person who witnessed the accident. You, resident relatives, and persons occupying the same vehicle as the insured are not disinterested persons.

(From 9849B)

Uninsured Motor Vehicle does not include a land motor vehicle owned by or rented to any government or any of its political subdivisions or agencies;

#### **Nonduplication**

**We** will not pay under Uninsured Motor Vehicle Coverage any damages:

- 1. that have already been paid to or for the *insured*:
  - a. by or on behalf of any *person* or organization who is or may be held legally liable for the *bodily injury* to the *insured*; or
  - b. for *bodily injury* under Liability Coverage of any policy issued by the *State Farm Companies* to *you* or any *resident relative*;

#### 2. that:

- a. have already been paid;
- b. could have been paid; or
- c. could be paid

the amount paid or payable under any workers' compensation or disability benefits law.

The Uninsured Motor Vehicle Coverage shall be excess over and shall not pay again any damages that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance.

#### **Exclusions**

#### THERE IS NO COVERAGE:

2. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* RESULTING FROM THE USE OF A MOTOR VEHICLE *OWNED BY YOU* OR ANY *RESIDENT RELATIVE* IF IT IS NOT *YOUR CAR* OR A *NEWLY ACQUIRED CAR*. This exclusion does not apply to the first *person* shown as a named insured on the Declarations Page and that named insured's spouse who resides primarily with that named insured, for *bodily injury* resulting from the use of a motor vehicle not *owned by* one or both of them;

# If Other Uninsured Motor Vehicle Coverage Applies (From 9849B)

Regardless of the number of policies involved, vehicles involved, *persons* covered, claims made, vehicles insured, or premiums paid, the limits for Uninsured Motor Vehicle Coverage under this policy may not be added to the limits for similar coverage applying to other motor vehicles to determine the limits of uninsured motor vehicle coverage available for *bodily injury* suffered by an *insured* in any one accident.

#### Subject to the above:

- If Uninsured Motor Vehicle Coverage provided by this
  policy and one or more other <u>vehicle policies issued to</u>
  <u>you</u> or any <u>resident relative</u> by the <u>State Farm</u>
  <u>Companies</u> apply to the same <u>bodily injury</u>, then:
  - a. the Uninsured Motor Vehicle Coverage limits of such policies will not be added together to determine the most that may be paid; and
  - b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. We may choose one or more policies from which to make payment.

#### **Current 6949B.1 and 9849B**

- to or for the *insured* <u>under any</u> workers' compensation law, disability benefits law, or similar law; or
- 3. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance.

#### **Exclusions**

#### THERE IS NO COVERAGE:

2. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* RESULTING FROM THE USE OF A MOTOR VEHICLE *OWNED BY YOU* OR ANY *RESIDENT RELATIVE* IF IT IS NOT *YOUR CAR*, A *NEWLY ACQUIRED CAR*, OR A *TEMPORARY SUBSTITUTE CAR*. This exclusion does not apply to the first *person* shown as a named insured on the Declarations Page and that named insured's spouse who resides primarily with that named insured, for *bodily injury* resulting from the use of a motor vehicle not *owned by* one or both of them;

# If Other Uninsured Motor Vehicle Coverage Applies

- 1. If Uninsured Motor Vehicle Coverage provided by this policy and:
  - a. if uninsured motor vehicle coverage provided by one or more other sources also apply to the same accident, then the maximum amount that may be paid from all sources combined is the sum of the highest applicable limits corresponding to the three uninsured motor vehicle coverages providing those highest applicable limits; and

#### Current 6949B.1 and 9849B

- The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying 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 <u>our</u> applicable limit bears to the sum of <u>our</u> 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 cover-age 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.

- 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**

- b. if one or more other vehicle policies issued to you or any resident relative by the State Farm Companies apply to the same bodily injury, then we may choose one or more of those vehicle policies from which to make payment.
- 2. Subject to 1. above, the Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your car*. If Uninsured Motor Vehicle Coverage provided by this policy and uninsured motor vehicle coverage provided by one or more other sources apply as primary coverage for the same accident, then *we* will pay the proportion of damages that the applicable limit of this policy bears to the sum of the applicable limit of this policy and the limits of all other uninsured motor vehicle coverage that apply as primary coverage.

2. Subject to 1. above and except as provided in 2. above, the Uninsured Motor Vehicle Coverage provided by this policy is excess. If the Uninsured Motor Vehicle Coverage provided by this policy applies as excess and if uninsured motor vehicle coverage provided by one or more sources also apply as excess coverage for the same accident,

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 <u>our</u> applicable limit bears to the sum of <u>our</u> applicable limit and the limits of all other uninsured motor vehicle coverage that apply as excess coverage.

#### <u>b. If:</u>

(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 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.

#### 4. <u>UNDERINSURED MOTOR VEHICLE</u> <u>COVERAGE</u>

a. Additional Definitions

Underinsured Motor Vehicle means a land motor vehicle:

- 1. the ownership, maintenance, or use of which is either:
  - a. insured or bonded for bodily injury li-ability at the time of the accident; or
  - 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 and self-insurance for bodily injury liability from all sources:
  - <u>a. are less than the Underinsured Motor Vehicle</u> Coverage limits of this policy; or
  - b. have been reduced by payments to *persons* other than *you* and *resident relatives* to less than the Underinsured Motor Vehicle Coverage limits of this policy.

#### Current 6949B.1 and 9849B

3. then we will pay the proportion of damages that the applicable limit of this policy bears to the sum of the applicable limit of this policy and the limits of all other uninsured motor vehicle coverage that apply as excess coverage.

#### 4. UNDERINSURED MOTOR VEHICLE COVERAGE

a. Additional Definitions

*Underinsured Motor Vehicle* means a land motor vehicle:

- 1. the ownership, maintenance, or 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
- for which the total limits of insurance and self-insurance for bodily injury liability from all sources are less than the compensatory damages for bodily injury which the insured is legally entitled to recover.

#### Limits

- The Underinsured Motor Vehicle Coverage limits are shown on the Declarations Page under "Underinsured Motor Vehicle Coverage – Bodily Injury Limits – Each Person, Each Accident".
  - <u>a.</u> The most **we** will pay for all damages resulting from **bodily injury** to any one **insured** injured in any one accident, including all damages sustained by other **insureds** as a result of that **bodily injury**, is the lesser of:
    - (1) the limit shown under "Each Person" reduced by the sum of all payments for damages resulting from that **bodily injury** made by or on behalf of any **person** or organization who is or may be held legally liable for that **bodily injury**; or
    - (2) the amount of all damages resulting from that *bodily injury* reduced by the sum of all payments for damages resulting from that *bodily injury* made by or on behalf of any *person* or organization who is or may be held legally liable for that *bodily injury*.
  - b. Subject to a. above, the most we will pay for all damages resulting from bodily injury to two or more insureds injured in the same accident is the limit shown under "Each Accident" reduced by the sum of all payments for bodily injury made to all insureds by or on behalf of any person or organization who is or may be held legally liable for the bodily injury.
  - 2. These Underinsured Motor Vehicle Coverage limits are the most *we* will pay regard-less of the number of:
    - a. insureds;
    - b. claims made;
    - c. vehicles insured; or
    - d. vehicles involved in the accident.

#### **Nonduplication**

- The Underinsured Motor Vehicle Coverage limits described under the Limits provision will be reduced by any of the following that apply:
- the amount paid by or on behalf of any person or organization that may be legally responsible for the bodily injury for which payment is made;
- 2. the amount paid for bodily injury under Liability Coverage of any policy issued by the State Farm Companies to you or any resident relative; or

#### **Current 6949B.1 and 9849B**

#### Limits

The Underinsured Motor Vehicle Coverage limits are shown on the Declarations Page under "Underinsured Motor Vehicle Coverage – Bodily Injury Limits – Each Person, Each Accident".

The limit shown under "Each Person" is the most we will pay for all damages resulting from bodily injury to any one insured injured in any one accident, including all damages sustained by other insureds as a result of that bodily injury. The limit shown under "Each Accident" is the most we will pay, subject to the limit for "Each Person", for all damages resulting from bodily injury to two or more insureds injured in the same accident.

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

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

#### **Nonduplication**

We will not pay under Underinsured Motor Vehicle Coverage any damages:

- 1. that have already been paid to or for the *insured*:
  - a. by or on behalf of any person or organization who is or may be held legally liable for the bodily injury to the insured; or
  - b. for *bodily injury* under Liability Coverage of any policy issued by the *State Farm Companies* to *you* or any

3. the amount paid or payable under any workers' compensation or disability benefits law.

The Underinsured Motor Vehicle Coverage shall be excess over and shall not pay again any damages 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.

#### d. Exclusions

#### THERE IS NO COVERAGE:

2. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* RESULTING FROM THE USE OF A MOTOR VEHICLE *OWNED BY YOU* OR ANY *RESIDENT RELATIVE* IF IT IS NOT *YOUR CAR* OR A *NEWLY ACQUIRED CAR*. This exclusion does not apply to the first *person* shown as a named insured on the Declarations Page and that named insured's spouse who resides primarily with that named insured, for *bodily injury* resulting from the use of a motor vehicle not *owned by* one or both of them

## If Other Underinsured Motor Vehicle Coverage Applies

Regardless of the number of policies involved, vehicles involved, *persons* covered, claims made, vehicles insured, or premiums paid, the limits for Underinsured Motor Vehicle Coverage under this policy may not be added to the limits for similar coverage applying to other motor vehicles to determine the limits of underinsured motor vehicle coverage available for *bodily injury* suffered by an *insured* in any one accident.

#### Subject to the above:

- 1. If Underinsured Motor Vehicle Coverage provided by this policy and one or more other vehicle policies issued to *you* or any *resident relative* by the *State Farm Companies* apply to the same *bodily injury*, then:
- a. the Underinsured Motor Vehicle Coverage limits of such policies will not be added together to determine the most that may be paid; and
- b. the maximum amount that may be paid from all such policies combined is the single highest

#### **Current 6949B.1 and 9849B**

#### resident relative;

- 2. that:
  - a. have already been paid;
  - b. could have been paid; or
  - c. could be paid

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

 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.

#### d. Exclusions

#### THERE IS NO COVERAGE:

2. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* RESULTING FROM THE USE OF A MOTOR VEHICLE *OWNED BY YOU* OR ANY *RESIDENT RELATIVE* IF IT IS NOT *YOUR CAR*, A *NEWLY ACQUIRED CAR*, OR A *TEMPORARY SUBSTITUTE CAR*. This exclusion does not apply to the first *person* shown as a named insured on the Declarations Page and that named insured's spouse who resides primarily with that named insured, for *bodily injury* resulting from the use of a motor vehicle not *owned by* one or both of them;

# If Other Underinsured Motor Vehicle Coverage Applies

1. If Underinsured Motor Vehicle Coverage provided by this policy and:

applicable limit provided by any one of the policies. We may choose one or more policies from which to make payment.

- 2. The Underinsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your car*.
  - (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 <u>our</u> applicable limit bears to the sum of <u>our</u> applicable limit and the limits of all other underinsured motor vehicle coverage that apply as primary coverage.

#### b. If:

a. 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

#### Current 6949B.1 and 9849B

- a. if underinsured motor vehicle
  coverage provided by one or more
  other sources also apply to the same
  accident, then the maximum amount
  that may be paid from all sources
  combined is the sum of the highest
  applicable limits corresponding to the
  three underinsured motor vehicle
  coverages providing those highest
  applicable limits; and
- b. if one or more other vehicle policies issued to you or any resident relative by the State Farm Companies apply to the same bodily injury, then we may choose one or more of those vehicle policies from which to make payment.
- 2. Subject to 1. above, the Underinsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your car*. If <u>Underinsured Motor Vehicle Coverage provided by this policy and underinsured motor vehicle coverage provided by one or more other sources apply as primary coverage <u>for the same</u> accident, then *we* will pay the proportion of damages that <u>the applicable limit of this policy bears to the sum of the applicable limit of this policy and the limits of all other underinsured motor vehicle coverage that apply as primary coverage.</u></u>

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.

#### <u>a.</u> 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 <u>our</u> applicable limit bears to the sum of <u>our</u> 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 ex-cess coverage. **Our Payment Options** 

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

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

#### Current 6949B.1 and 9849B

3. Subject to 1. above and except as provided in 2. above, the Underinsured Motor Vehicle Coverage provided by this policy is excess. If the Underinsured Motor Vehicle Coverage provided by this policy applies as excess and if underinsured motor vehicle coverage provided by one or more sources also apply as excess coverage for the same accident, then we will pay the proportion of damages that the applicable limit of this policy bears to the sum of the applicable limit of this policy and the limits of all other underinsured motor vehicle coverage that apply as excess coverage.

Proposed 6949B.2 and 9849B	Current 6949B.1 and 9849B
Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage:  A person making a claim under Uninsured Motor Vehicle Coverage, or someone on behalf of that person, must report an accident involving a motor vehicle whose owner and driver remain unknown to the police, peace officer, judicial officer, or department of transportation within 72 hours and to us within 30 days;	INSUREDS DUTIES  Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, and Loss of Earnings Coverage  A person making a claim under Uninsured Motor Vehicle Coverage 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;



#### 6949B.2 AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

#### 1. THIS POLICY

Item 6. is changed to read:

**Your** purchase of this policy may allow:

- a. *you* to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the *State Farm Companies*, subject to their applicable eligibility rules; or
- b. the premium or price for other products or services purchased by *you*, including non-insurance products or services, to vary. Such other products or services must be provided by the *State Farm Companies* or by an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

#### 2. LIABILITY COVERAGE

a. **Insuring Agreement** and **Supplementary Payments** are replaced by the following:

#### **Insuring Agreement**

- 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;
  - 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;
- 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**.

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

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

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

- 4. Premiums for bonds, provided by a company chosen by *us*, required to appeal a decision in a lawsuit against an *insured*. *We* have no duty to:
  - a. pay for any bond with a face amount that exceeds this policy's applicable Liability Coverage limit;
  - b. furnish or apply for any bonds; or
  - c. pay premiums for bonds purchased after *we* deposit in court, pay, or offer to

pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage; and

- 5. The following costs and expenses if related to and incurred after a lawsuit has been filed against an *insured*:
  - Loss of wages or salary, but not other income, up to \$200 for each day an *insured* attends, at *our* request:
    - (1) an arbitration;
    - (2) a mediation; or
    - (3) a trial of a lawsuit; and
  - 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.

#### b. Exclusions

The exception to exclusion 10. is changed to read:

This exclusion does not apply to damage to a:

- a. motor vehicle *owned by* the employer of *you* or any *resident relative* if such damage is caused by an *insured* while operating another motor vehicle;
- b. residence while rented to or leased to an *insured*; or
- c. private garage while rented to or leased to an *insured*;

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#### 3. MEDICAL PAYMENTS COVERAGE

#### **Exclusions**

The exception to exclusion 5. is changed to read:

This exclusion does not apply to:

- a. *you*;
- b. any *resident relative*; or
- c. any agent, employee, or business partner of a. or b. above

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

# 4. UNINSURED MOTOR VEHICLE COVERAGE

#### a. Additional Definitions

- (1) "Uninsured Motor Vehicle means a land motor vehicle:" is changed to read:
  - 1. the ownership, maintenance, or use of which is:
    - 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 Wisconsin Financial Responsibility Act; or
      - (2) the insuring company denies that its policy provides liability coverage for compensatory damages that result

- from the accident; or
- (3) the insuring company or the self insurer is declared insolvent by a court of competent jurisdiction; or
- 2. the owner and driver of which remain unknown and which causes bodily injury to the insured. If there is no physical contact between that land motor vehicle and the *insured* or the vehicle the *insured* is occupying, then the facts of the accident must be corroborated by competent evidence provided someone other than either that insured or any other person who makes a claim under this coverage as a result of the accident.
- (2) Item 4. under "*Uninsured Motor Vehicle* does not include a land motor vehicle" is changed to read:

Uninsured Motor Vehicle does not include a land motor vehicle owned by any government or any of its political subdivisions or agencies;

#### 5. INSUREDS DUTIES

Paragraph b. of 6. Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, and Loss of Earnings Coverage is changed to read:

A person making a claim under Uninsured Motor Vehicle Coverage, or someone on behalf of that *person*, must report an accident involving a motor vehicle whose owner and driver remain unknown to the police, peace officer, judicial officer, or department of transportation within 72 hours and to us within 30 days;

#### 6. GENERAL TERMS

The following is added to Where Coverage Applies:

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

b. The following is added:

#### **Limited Coverage in Mexico**

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

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

#### a. Liability Coverage

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

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

#### b. Medical Payments Coverage

#### c. Physical Damage Coverages

Any amount payable for the repair or replacement of the covered vehicle under the Limits and Loss Settlement - Comprehensive Coverage 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 PRO-VIDE 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 OC-CURRED IN THE STATE OF WISCONSIN 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

6949B.2

Page 4 of 5 ©, Copyright, State Farm Mutual Automobile Insurance Company, 2011 is excess over any other applicable insurance.

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

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

- c. Paragraph c. of 5. **Premium** is changed to read:
  - c. The premium for this policy may vary based upon:
    - (1) the purchase of other products or services from the **State Farm Companies**;
    - (2) the purchase of products or services from an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
    - (3) an agreement, concerning the insurance provided by this policy, that the **State**

Farm Companies has with an organization of which you are a member, employee, subscriber, licensee, or franchisee.

d. 7. **Nonrenewal** is changed to read:

#### 7. Nonrenewal

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

e. The first paragraph of b. How and When We May Cancel of 8. Cancellation is changed to read:

We may cancel this policy by mailing or delivering a written notice to the most recent policy address that we have on record for the named insured who is shown on the Declarations Page. The notice will provide the date cancellation is effective. The date cancellation is effective will be at least 10 days after the date we mail or deliver the cancellation notice.

First Filing Company: State Farm Fire and Casualty Company, ... State Tracking Number:

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: PV-27969

Project Name/Number: PV-27969/PV-27969

# **Rate Information**

Rate data does NOT apply to filing.

First Filing Company: State Farm Fire and Casualty Company, ... State Tracking Number:

Company Tracking Number: PV-27969

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: PV-27969

Project Name/Number: PV-27969/PV-27969

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Certification of Compliance and Filed 07/20/2011

Readability

Comments:

Attachments:

WI 27969 Appendix A - Certif of Compliance (For Forms Filings) M.pdf WI 27969 Appendix A - Certif of Compliance (For Forms Filings) F.pdf

Item Status: Status

Date:

07/20/2011

Bypassed - Item: Appraisal or Arbitration Provision Filed

Bypass Reason: Not Applicable

Comments:

#### CERTIFICATE OF COMPLIANCE AND READABILITY

CERTIFICATE OF COMIT ENANGE AND READABLETT
I, <u>Thomas W. Monson</u> (name), an officer of <u>State Farm Mutual Automobile Insurance Company</u> (company name), hereby certify that I have authority to bind and obligate the company by filing this (these) form(s). I further certify that, to the best of my information, knowledge and belief:
1. The accompanying form(s) as identified by the attached listing comply(ies) with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance.
2. The form(s) does (do) not contain any inconsistent, ambiguous, or misleading clauses.
3. The form(s) does (do) not contain specification or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s).
4. The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on pages of the attached form(s) or in an attachment.
5. The attached form(s) is (are) in final printed format or typed facsimile and is (are) as will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.
6. If this form is a consumer insurance policy, the text of the form(s) meet(s) the minimum reading ease score or, if authorized by the commissioner, the score is lower than the minimum required by s. Ins 6.07(4)(a)1., Wis. Adm. Code. Product used to determine the Flesch score: 42.8
I understand that the commissioner of insurance will rely on this certification regarding the forms filed, and should it be determined that the policy form(s) does(do) not comply with the applicable laws, regulations, filing requirements and product standards or that this certification is materially false or incorrect, appropriate corrective and disciplinary action, including retroactive disapproval, as authorized by law, may be taken by the commissioner against the company and the officer completing this certification.
Thomas It. Monson (Signature)
Forms Director and Assistant Secretary-Treasurer (Title)
<u>July 8, 2011</u> (Date)
Individual responsible for this filing:
Name: Bill Roth Title: Forms Director and Assistant Secretary-Treasurer
Address: One State Farm Plaza, D-4, Bloomington, IL 61710-9972

Phone Number: (309) 766-8704 Date: July 8, 2011

#### **CERTIFICATE OF COMPLIANCE AND READABILITY**

I, <u>Thomas W. Monson</u> (name), an officer of <u>State Farm Fire and Casualty Company</u> (company name), hereby certify that I have authority to bind and obligate the company by filing this (these) form(s). I further certify that, to the best of my information, knowledge and belief:				
1. The accompanying form(s) as identified by the attached listing comply(ies) with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance.				
2. The form(s) does (do) not contain any inconsistent, ambiguous, or misleading clauses.				
3. The form(s) does (do) not contain specification or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s).				
4. The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on pages of the attached form(s) or in an attachment.				
5. The attached form(s) is (are) in final printed format or typed facsimile and is (are) as will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.				
6. If this form is a consumer insurance policy, the text of the form(s) meet(s) the minimum reading ease score or, if authorized by the commissioner, the score is lower than the minimum required by s. Ins 6.07(4)(a)1., Wis. Adm. Code. Product used to determine the Flesch score: 42.8				
I understand that the commissioner of insurance will rely on this certification regarding the forms filed, and should it be determined that the policy form(s) does(do) not comply with the applicable laws, regulations, filing requirements and product standards or that this certification is materially false or incorrect, appropriate corrective and disciplinary action, including retroactive disapproval, as authorized by law, may be taken by the commissioner against the company and the officer completing this certification.				
Y homes It. Moneon				
(Signature)				
Forms Director and Assistant Secretary-Treasurer (Title)				
<u>July 8, 2011</u> (Date)				
Individual responsible for this filing:				

Name: Bill Roth Title: Forms Director and Assistant Secretary-Treasurer

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