

<i>SERFF Tracking Number:</i>	<i>SFMA-127380092</i>	<i>State:</i>	<i>West Virginia</i>
<i>First Filing Company:</i>	<i>State Farm Fire and Casualty Company, ...</i>	<i>State Tracking Number:</i>	<i>100010998</i>
<i>Company Tracking Number:</i>	<i>AV-28115</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>AV-28115</i>		
<i>Project Name/Number:</i>	<i>AV-28115/AV-28115</i>		

Filing at a Glance

Companies: State Farm Fire and Casualty Company, State Farm Mutual Automobile Insurance			
Product Name: AV-28115	SERFF Tr Num: SFMA-127380092	State: West Virginia	
TOI: 19.0 Personal Auto	SERFF Status: Closed-Approved	State Tr Num: 100010998	
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Tr Num: AV-28115	State Status: Approved	
Filing Type: Form		Reviewer(s): Jeremy White	
	Authors: Laura Culbertson, Julie Davis	Disposition Date: 10/18/2011	
	Date Submitted: 08/24/2011	Disposition Status: Approved	
Effective Date Requested (New): 12/01/2011		Effective Date (New): 12/01/2011	
Effective Date Requested (Renewal): 12/01/2011		Effective Date (Renewal): 12/01/2011	

General Information

Project Name: AV-28115	Status of Filing in Domicile: Not Filed
Project Number: AV-28115	Domicile Status Comments: N/A
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 10/18/2011	
State Status Changed: 10/18/2011	Deemer Date: 10/24/2011
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 are copies of endorsements 6948A.1, 6948RA.1, 6835DJ, 6279EJ, 6242AD, 6050DH, 6164CW, 6165BZ, and 6030EH. Endorsements 6948A.1, 6835DJ, 6279EJ, 6242AD, 6050DH, and 6030EH are also being filed on behalf of State Farm Fire and Casualty Company.	

1. Endorsement 6948A.1 replaces 6948A and will be attached to all Car Policies to make the following changes:
 - a. We added language under item 5. of This Policy and under item "5. Premium" of General Terms regarding potential savings for our customers that could be achieved through contracts or agreements that we have with other organizations. Such savings could involve lower premiums under the policy displaying this language or lower premiums

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or prices for other products or services.

- b. We rearranged and amended the Insuring Agreement and Supplementary Payments provisions under the Liability Coverage to better explain whether amounts related to a liability claim are paid under the limits of the policy or paid as supplementary payments in addition to the policy limits.
- c. We revised Exclusion 2. under Underinsured Motor Vehicle Coverage to further describe when coverage is excluded and to match the appropriate exception to each relevant subpart.
- d. In response to *Cunningham v. Hill*, 698S.E.2d 944 (W.Va.2010), we amended the provision, "If Other Underinsured Motor Vehicle Coverage Applies", in Underinsured Motor Vehicle Coverage. Current language limits the total amount payable from all sources, including State Farm, to the highest limit available from any one source. The amended language provides that the amount payable from the State Farm Car Policy will be based on the amount of damages, not the highest limit available.
- e. The language relating to transportation expenses provided for stolen vehicles under Comprehensive Coverage has been rewritten to broaden coverage. Previously, transportation expenses ended on the earlier of the date the stolen vehicle was recovered or the date we offered to pay for the vehicle if it was not recovered. The transportation expenses now end on the earliest of the following:
1. the date the vehicle is returned to the insured in a drivable condition.
 2. the date we offer to pay for the loss if the vehicle is not recovered; or
 3. the date we offer to pay for the loss if the vehicle is recovered and is a total loss. If the vehicle is recovered and is repairable, we will also pay for transportation expenses during the period that starts on the date the vehicle is left at a repair facility and ends on the date the vehicle is repaired.
- f. We replaced our explanation regarding travel into Mexico under "Where Coverage Applies" in the Car Policy with a more detailed explanation of our policy's coverage under a new "Limited Coverage in Mexico" provision, similar to what is used by other companies in the insurance industry. As part of that, we explain that our policy does not provide Mexican auto insurance and does not comply with Mexican auto insurance requirements, and we recommend purchase of insurance from a Mexican insurance company.
2. Endorsement 6948RA.1 replaces 6948RA and will be attached to all Recreational Vehicle Policies to make the same changes as explained in item 1. a., b., c., and d., above. In addition to those changes, we also added language under the RV Policy stating that the premium for the policy may vary based upon the purchase of other insurance from the State Farm Companies. This language already exists in the Car Policy.

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3. Endorsement 6835DJ replaces 6835AN. An exclusion has been added for damages relating to "loading and unloading". When read in conjunction with policy provisions that extend coverage, the "loading and unloading" exclusion describes when coverage is provided for damages resulting from loading property onto and unloading property from an insured vehicle. Editorial changes have also been made. Item 2 of the endorsement changes the definition of "you" in the specified coverage sections to include a designee; therefore, other provisions in the endorsement were amended accordingly. Lastly, item 1. of the endorsement indicates that the endorsement supersedes the 6030 Business Named Insured endorsement, if it is attached to the insured's policy.

4. Endorsement 6279EJ replaces 6279BW. Since limited coverage for travel into Mexico as explained in item 1.e. above will not apply to policies insuring motorcycles, 6279EJ deletes this coverage feature from such policies. The following has been added as item 2.b. to this endorsement, "The provision titled Limited Coverage in Mexico is deleted."

5. Endorsement 6242AD is a new endorsement that will be attached to the Car Policy when miscellaneous type vehicles that do not meet the Car Policy definition of "car" or "private passenger car" are written under the Car Policy. These definitions are expanded to include vehicles of the same type as the insured vehicle, and limitations specific to off-road vehicles are removed.

6. Endorsement 6165BZ replaces 6165AJ and 6164CW replaces 6164BF. We have deleted the premium provision under General Terms in the endorsements since it is not applicable and the policy provisions regarding premiums will apply.

7. Endorsement 6050DH replaces 6050BD. Consistent with existing provisions of this endorsement; we have added a general statement saying that the definitions of "temporary substitute car" and "your car" and all references to these definitions have been deleted. This is also reflected in the definition of insured in Uninsured and Underinsured coverages.

8. Endorsement 6030EH replaces 6030PP. We added the "loading and unloading" exclusion explained in 3 above.

Included in this filing are comparisons of current and proposed policy language which detail the changes made by these endorsements.

We request your approval of this filing to be effective December 1, 2011 or as soon thereafter as the necessary procedural changes have been implemented.

Sincerely,

Thomas W. Monson, CPCU

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Product Name: AV-28115
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Company and Contact

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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	

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	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No
Fee Explanation:	\$50.00 x 2 Companies x 1 Line Of Business = \$100.00
Per Company:	Yes

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Farm Fire and Casualty Company	\$50.00	08/24/2011	50893134
State Farm Mutual Automobile Insurance	\$50.00	08/24/2011	50893135

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Jeremy White	10/18/2011	10/18/2011

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Disposition

Disposition Date: 10/18/2011
Effective Date (New): 12/01/2011
Effective Date (Renewal): 12/01/2011
Status: Approved
Comment:

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

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Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Amendatory Endorsement		Yes
Form	Coverage Extension For Named Person		Yes
Form	Motorcycle Coverage		Yes
Form	Miscellaneous Vehicle Coverage		Yes
Form	Named Non-Owner Coverage		Yes
Form	Business Named Insured		Yes
Form	Amendatory Endorsement (Recreational Vehicle)		Yes
Form	Hired Car Liability Coverage		Yes
Form	Employers Non-Owned Car Liability Coverage		Yes

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Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Amendatory Endorsement	6948A.1		Endorsement/Amendment/Conditions	Replaced Form #: 6948A Previous Filing #:		6948A 1 Side by side 8-11 (2).pdf 6948A-1.pdf
	Coverage Extension For Named Person	6835DJ		Endorsement/Amendment/Conditions	Replaced Form #: 6835AN Previous Filing #:		6835 Side by side.pdf 6835DJ.pdf
	Motorcycle Coverage	6279EJ		Endorsement/Amendment/Conditions	Replaced Form #: 6279BW Previous Filing #:		6279EJ - North - SPR.pdf
	Miscellaneous Vehicle Coverage	6242AD		Endorsement/Amendment/Conditions			6242AD.pdf
	Named Non-Owner Coverage	6050DH		Endorsement/Amendment/Conditions	Replaced Form #: 6050BD Previous Filing #:		6050DH.pdf
	Business Named Insured	6030EH		Endorsement/Amendment/Conditions	Replaced Form #: 6030PP Previous Filing #:		6030EH.pdf
	Amendatory Endorsement (Recreational Vehicle)	6948RA.1		Endorsement/Amendment/Conditions	Replaced Form #: 6948RA Previous Filing #:		6948RA 1 Side by side 8-11-11.pdf 6948RA-1.pdf
	Hired Car Liability Coverage	6164CW		Endorsement/Amendment/Conditions	Replaced Form #: 6164BF Previous Filing #:		6164CW.pdf

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Employers Non-Owned Car Liability Coverage	6165BZ	Endorsements Replaced Endorsement/Amendment/Conditions	Replaced Form #: 6165AJ Previous Filing #:	6165BZ.pdf
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6948A.1 AMENDATORY ENDORSEMENT

(Underlining indicates differences)

Proposed 6948A.1	Current 6948A and 9848A
<p>2. THIS POLICY</p> <p>5. <i>Your</i> purchase of this policy may allow:</p> <ol style="list-style-type: none"> <i>you</i> to purchase <u>or obtain</u> certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other <u>products</u> from the <i>State Farm Companies</i>, subject to their applicable eligibility rules; or <u>the premium or price for other products or services purchased by <i>you</i>, including non-insurance products or services, to vary. Such other products or services must be provided by the <i>State Farm Companies</i> or by an organization that has entered into an agreement or contract with the <i>State Farm Companies</i>. The <i>State Farm Companies</i> do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.</u> <p>4. LIABILITY COVERAGE</p> <p>Insuring Agreement</p> <p>1. <i>We</i> will pay damages an <i>insured</i> becomes legally liable to pay because of:</p> <ol style="list-style-type: none"> <i>bodily injury</i> to others; and damage to property caused by an accident that involves a vehicle for which that <i>insured</i> is provided Liability Coverage by this policy. <p style="text-align: center;">...</p> <p>Supplementary Payments</p> <p><i>We</i> 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:</p>	<p>2. THIS POLICY</p> <p>5. <i>Your</i> purchase of this policy may allow <i>you</i> to purchase certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other <u>policies</u> from the <i>State Farm Companies</i>, subject to their applicable eligibility rules.</p> <p>4. LIABILITY COVERAGE</p> <p>Insuring Agreement</p> <p>1. <i>We</i> will pay:</p> <ol style="list-style-type: none"> damages an <i>insured</i> becomes legally liable to pay because of: <ol style="list-style-type: none"> <i>bodily injury</i> to others; and damage to property caused by an accident that involves a vehicle for which that <i>insured</i> is provided Liability Coverage by this policy; <u>attorney fees for attorneys chosen by <i>us</i> to defend an <i>insured</i> who is sued for such damages; and</u> <u>court costs charged to an <i>insured</i> and resulting from that part of a lawsuit:</u> <ol style="list-style-type: none"> <u>that seeks damages payable under this policy's Liability Coverage; and</u> <u>against which <i>we</i> defend an <i>insured</i> with attorneys chosen by <i>us</i>.</u> <p><u><i>We</i> have no duty to pay attorney fees and court costs incurred after <i>we</i> deposit in court or pay the amount due under this policy's Liability Coverage.</u></p> <p>Supplementary Payments</p> <p><i>We</i> will pay, in addition to the damages, <u>fees, and costs</u> described in the Insuring Agreement <u>above, the interest, premiums, costs and expenses</u> listed below that result from such accident:</p>

Proposed 6948A.1	Current 6948A and 9848A
<p>1. Attorney fees for attorneys chosen by <u>us</u> to defend an <i>insured</i> who is sued for such damages. <i>We</i> have no duty to pay attorney fees incurred after <i>we</i> deposit in court or pay the amount due under the <i>Insuring Agreement</i> of this policy's Liability Coverage;</p> <p>2. Court costs awarded by the court against an <i>insured</i> and resulting from that part of the lawsuit:</p> <p>a. that seeks damages payable under this policy's Liability Coverage; and</p> <p>b. against which <i>we</i> defend an <i>insured</i> with attorneys chosen by <i>us</i>. <i>We</i> have no duty to pay court costs incurred after <i>we</i> deposit in court or pay the amount due under the <i>Insuring Agreement</i> of this policy's Liability Coverage;</p> <p>3. Interest the <i>insured</i> is legally liable to pay on damages payable under the <i>Insuring Agreement</i> of this policy's Liability Coverage:</p> <p>a. before a judgment, but only the interest on the lesser of:</p> <p>(1) that part of the damages <i>we</i> pay; or</p> <p>(2) this policy's applicable Liability Coverage limit; and</p> <p>b. after a judgment.</p> <p><i>We</i> have no duty to pay interest that accrues after <i>we</i> deposit in court, pay, or offer to pay, the amount due under the <i>Insuring Agreement</i> of this policy's Liability Coverage. <i>We</i> also have no duty to pay interest that accrues on any damages paid or payable by a party other than the <i>insured</i> or <i>us</i>;</p> <p>Premiums for bonds, provided by a company chosen by <i>us</i>, required to appeal a decision in a lawsuit against an <i>insured</i>. <i>We</i> have no duty to:</p> <p>a. pay for any bond with a face amount that exceeds this policy's applicable Liability Coverage limit;</p> <p>b. furnish or apply for any bonds; or</p> <p>c. pay premiums for bonds purchased after <i>we</i> deposit in court, pay, or offer to pay, the amount due under the <i>Insuring Agreement</i> of this policy's</p>	<p>1. Interest on damages owed by the <i>insured</i> that accrues:</p> <p>a. before a judgment, where owed by law, but only on that part of the judgment <i>we</i> pay; and</p> <p>b. after a judgment. <i>We</i> will not pay interest on damages paid or payable by a party other than the <i>insured</i> or <i>us</i>. <i>We</i> have no duty to pay interest that accrues after <i>we</i> deposit in court, pay, or offer to pay, the amount due under this policy's Liability Coverage;</p> <p>Premiums for bonds, provided by a company chosen by <i>us</i>, required to appeal a decision in a lawsuit against an <i>insured</i>. <i>We</i> have no duty to:</p> <p>a. pay for bonds that exceed this policy's applicable Liability Coverage limit;</p> <p>b. furnish or apply for any bonds; or</p> <p>c. pay premiums for bonds purchased after <i>we</i> deposit in court, pay, or offer to pay, the amount due under this policy's Liability Coverage; and</p>

Proposed 6948A.1	Current 6948A and 9848A
<p>Liability Coverage; and UNDERINSURED MOTOR VEHICLE COVERAGE</p> <p>Exclusions</p> <p>2. FOR AN INSURED WHO SUSTAINS BODILY INJURY:</p> <p>a. WHILE OCCUPYING OR OTHERWISE USING A MOTOR VEHICLE OWNED BY YOU OR ANY RESIDENT RELATIVE IF IT IS NOT YOUR CAR OR A NEWLY ACQUIRED CAR AND IF IT IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE; OR</p> <p>b. WHILE <u>OCCUPYING</u> OR OTHERWISE USING A MOTOR VEHICLE <u>OWNED BY ANY RESIDENT RELATIVE</u> IF IT IS <u>NOT YOUR CAR</u> OR A <u>NEWLY ACQUIRED CAR</u> AND IF IT IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE.</p> <p>This exclusion (2.b.) 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, <u>if that named insured or that spouse is occupying or otherwise using a motor vehicle owned by neither that named insured nor that spouse;</u></p> <p>If Other Underinsured Motor Vehicle Coverage Applies</p> <p>1. The Underinsured Motor Vehicle Coverage provided by <u>this policy applies as primary coverage for an insured who sustains bodily injury while occupying your car.</u></p> <p>a. If:</p> <p>(1) <u>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</u></p> <p>(2) underinsured motor vehicle</p>	<p>UNDERINSURED MOTOR VEHICLE COVERAGE</p> <p>Exclusions</p> <p>2. FOR AN INSURED WHO SUSTAINS BODILY INJURY WHILE OCCUPYING OR OTHERWISE USING A MOTOR VEHICLE OWNED BY YOU OR ANY RESIDENT RELATIVE IF IT IS NOT YOUR CAR OR A NEWLY ACQUIRED CAR AND IF IT IS:</p> <p>a. NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE; OR</p> <p>b. <u>INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE UNDER ANOTHER POLICY ISSUED BY US.</u></p> <p>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, <u>while occupying or otherwise using a motor vehicle not owned by one or both of them;</u></p> <p>If Other Underinsured Motor Vehicle Coverage Applies</p> <p>1. <u>If underinsured motor vehicle coverage for bodily injury is available to an insured from more than one policy provided by us or any other insurer, the total limit of liability available from all policies provided by all insurers shall not exceed the limit of liability of the single policy providing the highest limit of liability. This is the most that will be paid regardless of the number of policies involved, persons covered, claims made, vehicles insured, premiums paid or vehicles involved in the accident.</u></p> <p>2. <u>Subject to item 1 above, any coverage applicable under this policy shall apply:</u></p> <p>a. on a primary basis if the insured sustains bodily injury</p>

Proposed 6948A.1	Current 6948A and 9848A
<p>coverage provided by one or more sources other than the <i>State Farm Companies</i> also applies as primary coverage for the same accident.</p> <p>then <i>we</i> will pay the proportion of damages payable as primary that <i>our</i> applicable limit bears to the sum of <i>our</i> applicable limit and the limits of all other underinsured motor vehicle coverage that apply as primary coverage.</p> <p>b. If:</p> <p>(1) more than one vehicle policy issued to <i>you</i> or any <i>resident relative</i> by the <i>State Farm Companies</i> provides Underinsured Motor Vehicle Coverage which applies to the accident as primary coverage; and</p> <p>(2) underinsured motor vehicle coverage provided by one or more sources other than the <i>State Farm Companies</i> also applies as primary coverage for the same accident.</p> <p>then the <i>State Farm Companies</i> will pay the proportion of damages payable as primary that the maximum amount that may be paid by the <i>State Farm Companies</i> bears to the sum of such amount and the limits of all other underinsured motor vehicle coverage that apply as primary coverage.</p> <p>2. Except as provided in item 1. above, the Underinsured Motor Vehicle Coverage provided by this policy applies as excess coverage.</p> <p>a. If:</p> <p>(1) this is the only vehicle policy issued to <i>you</i> or any <i>resident relative</i> by the <i>State Farm Companies</i> that provides Underinsured Motor Vehicle Coverage which applies to the accident as excess coverage; and</p> <p>(2) underinsured motor vehicle coverage provided by one or more sources other than the <i>State Farm Companies</i> also applies as excess coverage for the same accident.</p> <p>then <i>we</i> will pay the proportion of</p>	<p>while <i>occupying</i> or otherwise using <i>your car</i>, or while neither <i>occupying</i> nor otherwise using a motor vehicle or trailer.</p> <p>b. on an excess basis if the <i>insured</i> sustains <i>bodily injury</i> while <i>occupying</i> or otherwise using a vehicle not owned by or leased to <i>you</i> or any <i>resident relative</i>.</p> <p>3. Subject to items 1 and 2 above, if this policy and one or more other policies provide coverage for <i>bodily injury</i>:</p> <p>a. on a primary basis, <i>we</i> are liable only for <i>our</i> share. <i>Our</i> share is that percent of the damages payable on a primary basis that the limit of liability of this policy bears to the total of all applicable underinsured motor vehicle coverage provided on a primary basis.</p> <p>b. on an excess basis, <i>we</i> are liable only for <i>our</i> share. <i>Our</i> share is that percent of the damages payable on an excess basis that the limit of liability of this policy bears to the total of all applicable underinsured motor vehicle coverage provided on an excess basis.</p> <p>The total damages payable from all policies that apply on an excess basis shall not exceed the amount by which the limit of liability of the single policy providing the highest limit of liability on an excess basis exceeds the limit of liability of the single policy providing the highest limit of liability on a primary basis.</p>

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<p>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.</p> <p>b. If:</p> <p>(1) more than one vehicle policy issued to <u>you</u> or any <u>resident relative</u> by the <u>State Farm Companies</u> provides Underinsured Motor Vehicle Coverage which applies to the accident as excess coverage; and</p> <p>(2) underinsured motor vehicle coverage provided by one or more sources other than the <u>State Farm Companies</u> also applies as excess coverage for the same accident,</p> <p>then the <u>State Farm Companies</u> will pay the proportion of damages payable as excess that the maximum amount that may be paid by the <u>State Farm Companies</u> bears to the sum of such amount and the limits of all other underinsured motor vehicle coverage that apply as excess coverage.</p> <p>7. PHYSICAL DAMAGE COVERAGES</p> <p>Insuring Agreements</p> <p>1. Comprehensive Coverage</p> <p>...</p> <p>b. <u>transportation expenses incurred by an insured as a result of the total theft of your car or a newly acquired car. These transportation expenses are payable:</u></p> <p>(1) <u>during the period that:</u></p> <p>(a) <u>starts on the date you report the theft to us; and</u></p> <p>(b) <u>ends on the earliest of:</u></p> <p>(i) <u>the date the vehicle is returned to your possession in a drivable condition;</u></p> <p>(ii) <u>the date we offer to pay for the loss if the vehicle has not yet been recovered; or</u></p> <p>(iii) <u>the date we offer to pay for the loss if the vehicle is recovered, but is a total loss as determined by us; and</u></p> <p>(2) <u>during the period that:</u></p> <p>(a) <u>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</u></p>	<p>PHYSICAL DAMAGE COVERAGES</p> <p>Insuring Agreements</p> <p>1. Comprehensive Coverage</p> <p>...</p> <p>b. If <u>your car</u> or a <u>newly acquired car</u> is stolen, then <u>we</u> will pay transportation expenses incurred by an <u>insured</u>. These transportation expenses <u>must be incurred during a period that:</u></p> <p>(1) <u>starts on the date you report the theft to us;</u> and</p> <p>(2) <u>ends on the earlier of:</u></p> <p>(a) <u>the date the vehicle is recovered; or</u></p> <p>(b) <u>the date we offer to pay you for the theft if the vehicle has not yet been recovered.</u></p>

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<p>from the total theft; and (b) ends on the date the vehicle is repaired.</p> <p>8. GENERAL TERMS</p> <p><u>Limited Coverage in Mexico</u> <u>This policy does not provide Mexican auto insurance and does not comply with Mexican auto insurance requirements. If <i>you</i> or any other <i>insured</i> plan to drive in Mexico, then auto insurance providing coverage in Mexico should be purchased from a Mexican insurance company.</u> <u>Subject to the above paragraph, the following coverages apply in Mexico, but only for accidents and <i>losses</i> that occur in Mexico within 50 miles of the United States of America border and only for <i>insureds</i> as defined under each of the following coverages:</u></p> <p>a. <u>Liability Coverage</u> <u>For claims brought against an <i>insured</i> in Mexico, the Supplementary Payments provision of this policy's Liability Coverage is changed to read:</u> <u><i>We</i> 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 <i>insureds</i> as defined under this policy's Liability Coverage. The amount of such attorney fees incurred by an <i>insured</i> must be reported to <i>us</i> before <i>we</i> will make payment.</u></p> <p>b. <u>Medical Payments Coverage</u></p> <p>c. <u>Physical Damage Coverages</u> <u>Any amount payable for the repair or replacement of the <i>covered vehicle</i> under the Limits and Loss Settlement – Comprehensive Coverage and Collision Coverage provision of this policy will be limited to the cost to repair or replace the <i>covered vehicle</i> in the United States of America.</u> <u>WE HAVE NO DUTY TO PROVIDE A DEFENSE FOR <i>YOU</i> OR ANY OTHER <i>INSURED</i> IN ANY CRIMINAL, CIVIL, OR OTHER ACTION.</u> <u>WE HAVE NO DUTY TO PAY ANY CLAIM OR COST THAT WOULD NOT BE PAYABLE UNDER THIS POLICY IF THE ACCIDENT OR <i>LOSS</i> HAD OCCURRED IN</u></p>	<p>6. GENERAL TERMS</p> <p>Where Coverage Applies: <u>Liability Coverage, Medical Payments Coverage, and Physical Damage Coverages also apply in Mexico within 50 miles of the United States of America border. A Physical Damage Coverage <i>loss</i> in Mexico is determined on the basis of cost at the nearest United States of America point.</u></p>

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<p><u>THE STATE OF WEST VIRGINIA IN THE UNITED STATES OF AMERICA.</u> <u>All other policy provisions not in conflict with the provisions in this Limited Coverage in Mexico provision of this policy apply.</u> <u>If Other Coverage Applies</u> <u>Any coverage provided by this Limited Coverage in Mexico provision is excess over any other applicable insurance.</u> <u>Legal Action Against Us</u> <u>Any legal action against <i>us</i> arising out of an accident or <i>loss</i> occurring in Mexico must be brought in a court that has jurisdiction in the state of West Virginia in the United States of America.</u></p> <p>5. Premium</p> <p>c. The premium for this policy may vary based upon:</p> <p>(1) <u>the purchase of other products or services from the <i>State Farm Companies</i>;</u></p> <p>(2) <u>the purchase of products or services from an organization that has entered into an agreement or contract with the <i>State Farm Companies</i>. The <i>State Farm Companies</i> do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or</u></p> <p>(3) <u>an agreement, concerning the insurance provided by this policy, that the <i>State Farm Companies</i> has with an organization of which <i>you</i> are a member, employee, subscriber, licensee, or franchisee.</u></p>	<p>5. Premium</p> <p>c. The premium for this policy may vary based upon the purchase of other insurance from the <i>State Farm Companies</i>.</p>



6948A.1 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. The following is added to exclusion 14.b. of **Liability Coverage**, exclusion 14.b. of **Medical Payments Coverage**, exclusion 19.b. of **Physical Damage Coverages**, and exclusion 2.d.(2) of **Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage**:

This exclusion 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.

2. THIS POLICY

The following is added:

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

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

3. DEFINITIONS

- a. **Resident Relative** is changed to read:

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

1. related to that named insured or his or her spouse by blood, marriage, or adoption, including an unmarried and unemancipated child of either who is away at

school and otherwise maintains his or her primary residence with that named insured; or

2. a ward or a foster child of that named insured, his or her spouse, or a **person** described in 1. above.

- b. **State Farm Companies** is changed to read:

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.

4. LIABILITY COVERAGE

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

Insuring Agreement

1. **We** will pay damages an **insured** becomes legally liable to pay because of:
 - a. **bodily injury** to others; and
 - b. damage to property caused by an accident that involves a vehicle for which that **insured** is provided Liability Coverage by this policy.
2. **We** have the right to:
 - a. investigate, negotiate, and settle any claim or lawsuit;
 - b. defend an **insured** in any claim or lawsuit, with attorneys chosen by **us**; and
 - c. appeal any award or legal decision

for damages payable under this policy's Liability Coverage.

Supplementary Payments

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

1. Attorney fees for attorneys chosen by **us** to defend an **insured** who is sued for such damages. **We** have no duty to pay attorney fees incurred after **we** deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;
 2. Court costs awarded by the court against an **insured** and resulting from that part of the lawsuit:
 - a. that seeks damages payable under this policy's Liability Coverage; and
 - b. against which **we** defend an **insured** with attorneys chosen by **us**.
We have no duty to pay court costs incurred after **we** deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;
 3. Interest the **insured** is legally liable to pay on damages payable under the **Insuring Agreement** of this policy's Liability Coverage:
 - a. before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages **we** pay; or
 - (2) this policy's applicable Liability Coverage limit; and
 - b. after a judgment.
We have no duty to pay interest that accrues after **we** deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage. **We** also have no duty to pay interest that accrues on any damages paid or payable by a party other than the **insured** or **us**;
 4. Premiums for bonds, provided by a company chosen by **us**, required to appeal a decision in a lawsuit against an **insured**. **We** have no duty to:
 - a. pay for any bond with a face amount that exceeds this policy's applicable Liability Coverage limit;
 - b. furnish or apply for any bonds; or
 - c. pay premiums for bonds purchased after **we** deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage; and
 5. The following costs and expenses if related to and incurred after a lawsuit has been filed against an **insured**:
 - a. Loss of wages or salary, but not other income, up to \$200 for each day an **insured** attends, at **our** request:
 - (1) an arbitration;
 - (2) a mediation; or
 - (3) a trial of a lawsuit; and
 - b. Reasonable expenses incurred by an **insured** at **our** request other than loss of wages, salary, or other income.
 The amount of any of the costs or expenses listed above that are incurred by an **insured** must be reported to **us** before **we** will pay such incurred costs or expenses.
- b. **Exclusions**
- (1) The exception to exclusion 7. 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**;
 - (2) 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*;

5. MEDICAL PAYMENTS COVERAGE

a. Additional Definitions

The following is added under “*Reasonable Expenses* mean the lowest one of the following charges:”

The fee specified in any fee schedule:

- 1. applicable to medical payments coverage, no-fault coverage, or personal injury protection coverage included in motor vehicle liability policies issued in the state where *medical services* are provided; and
- 2. as prescribed or authorized by the law of the state where *medical services* are provided.

b. 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*;

6. UNDERINSURED MOTOR VEHICLE COVERAGE

a. Exclusions

Exclusion 2 is changed to read:

- 2. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY*:
 - a. WHILE *OCCUPYING* OR OTHERWISE USING A MOTOR VEHICLE *OWNED BY YOU* OR ANY *RESIDENT RELATIVE* IF IT IS NOT *YOUR CAR* OR A *NEWLY ACQUIRED CAR* AND IF IT IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE; OR

- b. WHILE *OCCUPYING* OR OTHERWISE USING A MOTOR VEHICLE *OWNED BY ANY RESIDENT RELATIVE* IF IT IS NOT *YOUR CAR* OR A *NEWLY ACQUIRED CAR* AND IF IT IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE.

This exclusion (2.b.) 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, if that named insured or that spouse is *occupying* or otherwise using a motor vehicle *owned by* neither that named insured nor that spouse;

- b. If Other Underinsured Motor Vehicle Coverage Applies is replaced by the following:

- 1. The Underinsured 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 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** bears to the sum of such amount and the limits of all other underinsured motor vehicle coverage that apply as primary coverage.

2. Except as provided in item 1. 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** bears to the sum of such amount and the limits of all other underinsured motor vehicle coverage that apply as excess coverage.

7. PHYSICAL DAMAGE COVERAGES

Insuring Agreements

Item 1.b. is changed to read:

1. Comprehensive Coverage

- b. **We** will pay transportation expenses incurred by an **insured** as a result of the total theft of **your car** or a **newly acquired car**. 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 **we** offer to pay for the **loss** if the vehicle has not yet been recovered; or

- (iii) the date *we* offer to pay for the *loss* if the vehicle is recovered, but is a total loss as determined by *us*; and
- (2) during the period that:
 - (a) starts on the date the vehicle is left at a repair facility if the stolen vehicle is recovered, returned to *your* possession in a drivable condition, and has unrepaired damage that resulted from the total theft; and
 - (b) ends on the date the vehicle is repaired.

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

8. GENERAL TERMS

- a. 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 *you* or any other *insured* plan to drive in Mexico, then auto insurance providing coverage in Mexico should be purchased from a Mexican insurance company.

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

- a. **Liability Coverage**

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

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

- b. **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 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 WEST VIRGINIA 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 court that has jurisdiction in the state of West Virginia in the United States of America.

- c. The following is added to 4. **Changes to This Policy**:

d. **Change of Policy Address**

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

- (1) *you*; or
- (2) the United States Postal Service.

- d. 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.

- e. Item 7. **Nonrenewal** is changed to read:

7. **Nonrenewal**

If *we* decide not to renew this policy, then, at least 45 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. The mailing of the notice will be sufficient proof of notice.

We will not refuse to renew *your* policy except as permitted by law.

- f. The first sentence 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.

6835DJ COVERAGE EXTENSION FOR NAMED PERSON

(Underlining indicates differences)

Proposed 6835DJ	Current 6835AN and 9848A
<p>1. The Business Named Insured endorsement attached to the policy is deleted in its entirety.</p> <p>2. Designee is included in the definitions of <i>you</i> and <i>your</i> in Liability Coverage, Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle Coverage, and Physical Damage Coverages.</p> <p>DEFINITIONS</p> <p><i>Temporary Substitute Car</i> means a <i>car</i> that is in the lawful possession of the <i>person</i> operating it and that:</p> <p style="text-align: center;">...</p> <p>2. neither <i>you</i>, the <i>designee</i>, nor the <i>person</i> operating it own or have registered.</p> <p>LIABILITY COVERAGE</p> <p>a. Additional Definition</p> <p>2. the <i>designee</i> for the maintenance or use of a <i>car</i> that is <i>owned by</i>, or furnished by an employer to, a <i>person</i> who resides primarily in that <i>designee's</i> household, but only if such <i>car</i> is neither <i>owned by</i>, nor furnished by an employer to, a <i>designee</i>;</p> <p>b. Exclusions</p> <p><u>THERE IS NO COVERAGE FOR AN INSURED FOR DAMAGES RESULTING FROM:</u></p> <p>1. <u>THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE INSURED FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE INSURED IS PROVIDED LIABILITY COVERAGE BY THIS POLICY;</u></p> <p>2. <u>THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN 1. ABOVE</u></p>	<p>DEFINITIONS (From 9848A)</p> <p><i>Temporary Substitute Car</i> means a <i>car</i> that is in the lawful possession of the <i>person</i> operating it and that:</p> <p style="text-align: center;">...</p> <p>2. neither <i>you</i> nor the <i>person</i> operating it own or have registered.</p> <p>LIABILITY COVERAGE</p> <p>a. Additional Definition</p> <p><u>Insured means:</u></p> <p>1. <u><i>you</i>, the <i>designee</i>, and <i>resident relatives</i> for:</u></p> <p style="margin-left: 20px;">a. <u>the ownership, maintenance, or use of:</u></p> <p style="margin-left: 40px;">(1) <u><i>your car</i>;</u></p> <p style="margin-left: 40px;">(2) <u>a <i>newly acquired car</i>; or</u></p> <p style="margin-left: 40px;">(3) <u>a <i>trailer</i>; and</u></p> <p style="margin-left: 20px;">b. <u>the maintenance or use of a <i>temporary substitute car</i>;</u></p> <p>2. the <i>designee</i> and <i>resident relatives</i> for the maintenance or use of a <u><i>non-owned car</i>;</u></p> <p>b. Exclusions</p>

Proposed 6835DJ	Current 6835AN and 9848A
<p>TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE <u>INSURED</u>; OR</p> <p>3. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN 1. ABOVE.</p> <p>UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR VEHICLE COVERAGE</p> <p>b. Exclusions</p> <p>(This exclusion is deleted from the endorsement meaning the policy exclusion now applies.)</p> <p>The exception to Exclusion 2. is changed to read: This exclusion does not apply to a <i>designee</i> while <i>occupying</i> or otherwise using by a motor vehicle not <i>owned by a designee</i>.</p> <p>PHYSICAL DAMAGE COVERAGES Additional Definitions <i>Covered Vehicle</i> means:</p> <p>... 6. a <i>non-owned trailer</i> while it is being used by the <i>designee</i> or a <i>resident relative</i>; and 7. a <i>non-owned camper</i> while it is being used by the <i>designee</i> or a <i>resident relative</i>;</p> <p>(The definition is deleted from the endorsement meaning the policy definition now applies.)</p>	<p>(1) Item 4. is changed to read:</p> <p>4. FOR <i>BODILY INJURY</i> TO THAT <i>INSURED'S</i> FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT.</p> <p>(2) Item 7. is changed to read:</p> <p>7. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT <i>INSURED'S</i> EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A <i>CAR BUSINESS</i>.</p> <p>UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR VEHICLE COVERAGE</p> <p>b. Exclusions</p> <p>2. <u>FOR AN <i>INSURED</i> WHO SUSTAINS <i>BODILY INJURY</i> WHILE <i>OCCUPYING</i> OR OTHERWISE USING A MOTOR VEHICLE <i>OWNED BY YOU</i>, THE <i>DESIGNEE</i>, OR ANY <i>RESIDENT RELATIVE</i> IF IT IS NOT <i>YOUR CAR</i> OR A <i>NEWLY ACQUIRED CAR</i>.</u></p> <p>PHYSICAL DAMAGE COVERAGES Additional Definitions <i>Covered Vehicle</i> means:</p> <p>... 6. a <i>non-owned trailer</i> <u>and</u> a <i>non-owned camper</i> while it is being used by the <i>designee</i> or a <i>resident relative</i>;</p> <p><u><i>Insured</i> means:</u></p> <p>1. <i><u>you</u></i>, the <i><u>designee</u></i>, and <i><u>resident relatives</u></i>; and 2. any other <i><u>person</u></i> using</p>

Proposed 6835DJ		Current 6835AN and 9848A
		<p>a. <u><i>your car</i></u>;</p> <p>b. <u>a <i>newly acquired car</i></u>; or</p> <p>c. <u>a <i>temporary substitute car</i></u> <u>within the scope of <i>your</i> consent.</u></p>



6835DJ COVERAGE EXTENSION FOR NAMED PERSON

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. The **Business Named Insured** endorsement attached to the policy is deleted in its entirety.
2. **Designee** is included in the definitions of **you** and **your** in Liability Coverage, Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle Coverage, and Physical Damage Coverages.
3. **DEFINITIONS**
 - a. The following is added:
Designee means:
 1. the **person** whose name is shown immediately following the title of this endorsement on the Declarations Page; and
 2. the spouse of the **person** described in 1. above if that spouse resides primarily with that **person**.
 - b. **Non-Owned Car** is changed to read:
Non-Owned Car means a **car** that is in the lawful possession of a **designee** or any **resident relative** and that neither:
 1. is **owned by**:
 - a. **you**;
 - b. any **designee**;
 - c. any **resident relative**;
 - d. any other **person** who resides primarily in a **designee's** household; or
 - e. an employer of any **person** described in b., c., or d. above; nor
 2. has been operated by, rented by, or in the possession of:
 - a. **you**;
 - b. any **designee**; or
 - c. any **resident relative**during any part of each of the 31 or more consecutive days immediately prior to the date of the accident or **loss**.
 - c. **Resident Relative** is changed to read:
Resident Relative means a **person**, other than a **designee**, who resides primarily with the **designee** and who is:
 1. related to the **designee** by blood, marriage, or adoption, including a **designee's** unmarried and emancipated child who is away at school and otherwise maintains his or her primary residence with that **designee**; or
 2. a ward or a foster child of the **designee**, or a **person** described in 1. above.
 - d. **Temporary Substitute Car** is changed to read:
Temporary Substitute Car means a **car** that is in the lawful possession of the **person** operating it and that:
 1. replaces **your car** for a short time while **your car** is out of use due to its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. damage; or
 - e. theft; and
 2. neither **you**, the **designee**, 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 it is considered a **temporary substitute car** only.
 - e. **You** or **Your** is changed to read:
You or **Your** means the named insured or named insureds shown on the Declarations Page.
4. **LIABILITY COVERAGE**
 - a. **Additional Definition**
 - Item 2. of **Insured** is changed to read:
 2. the **designee** for the maintenance or use of a **car** that is **owned by**, or furnished by an employer to, a **person** who resides primarily in that **designee's** household, but only if

such *car* is neither *owned by*, nor furnished by an employer to, a *designee*;

b. **Exclusions**

The following exclusion is added:

THERE IS NO COVERAGE FOR AN **INSURED** FOR DAMAGES RESULTING FROM:

1. THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE **INSURED** FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE **INSURED** IS PROVIDED LIABILITY COVERAGE BY THIS POLICY;
2. THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN 1. ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE **INSURED**; OR
3. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN 1. ABOVE.

5. **MEDICAL PAYMENTS COVERAGE**

Additional Definitions

Item 1. of **Insured** is changed to read:

Insured means:

1. the *designee* and *resident relatives* while *occupying*:
 - a. *your car*;
 - b. a *newly acquired car*;
 - c. a *temporary substitute car*;
 - d. a *non-owned car*; or
 - e. a *trailer* while attached to such a *car*,or if struck as a *pedestrian* by a motor vehicle or any type of trailer.

6. **UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR VEHICLE COVERAGE**

a. **Additional Definitions**

Insured is changed to read:

Insured means:

1. the *designee*;
2. *resident relatives*;
3. any other *person* while *occupying* or otherwise using:
 - a. *your car*;
 - b. a *newly acquired car*; or
 - c. a *temporary substitute car*.Such vehicle must be used within the scope of *your* consent. Such other *person occupying* or otherwise using a vehicle used to carry *persons* for a charge is not an *insured* unless that *person* is:
 - a. a passenger who is not charged a fee; or
 - b. *occupying a private passenger car* used on a share-the-expense basis; and
4. *you* or any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* as defined in 1. through 3. above.

b. **Exclusions**

The exception to Exclusion 2. is changed to read:

This exclusion does not apply to a *designee* while *occupying* or otherwise using a motor vehicle not *owned by* a *designee*;

7. **PHYSICAL DAMAGE COVERAGES**

Additional Definitions

Covered Vehicle is changed to read:

Covered Vehicle means:

1. *your car*;
2. a *newly acquired car*;
3. a *temporary substitute car*;
4. a camper that is designed to be mounted on a pickup truck and is shown on the Declarations Page;
5. a *non-owned car* while it is:
 - a. being driven by the *designee* or a *resident relative*; or
 - b. in the custody of the *designee* or a *resident relative* if at the time of the *loss* it is:

- (1) not being driven; or
 - (2) being driven by a *person* other than the *designee* or a *resident relative* and being *occupied* by the *designee* or a *resident relative*;
- 6. a *non-owned trailer* while it is being used by the *designee* or a *resident relative*; and
- 7. a *non-owned camper* while it is being used by the *designee* or a *resident relative*;
including its parts and its 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.



6279EJ MOTORCYCLE COVERAGE

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. DEFINITIONS

Car and **Private Passenger Car**, other than in Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage, are changed to mean:

1. a 2-wheel land motor vehicle with wheels in tandem designed for use primarily on public roads. **Car** includes an attached side car; or
2. a 3-wheel land motor vehicle designed for use primarily on public roads.

2. GENERAL TERMS

- a. **When Coverage Applies** is changed to read:

The coverages provided by this policy are shown on the Declarations Page and apply to accidents and **losses** that occur during the policy period. The policy period is shown under "Policy Period" on the Declarations Page and is for successive periods of twelve months each for which the renewal premium is paid. The policy period begins and ends at 12:01 A.M. Standard Time at the address shown on the Declarations Page.

- b. The provision titled **Limited Coverage in Mexico** is deleted.
- c. **Nonrenewal** is changed to read:

If **we** decide not to renew this policy, then, at least 10 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.

d. Cancellation

- (1) **How and When We May Cancel** is changed to read:

We may cancel this policy by mailing or delivering written notice at least 10 days before the cancellation effective date 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.

- (2) **Return of Unearned Premium** is changed to read:

If either **you** or **we** cancel, earned premium will be computed using the following Seasonal Premium Adjustment Table. Any unearned premium may be returned within a reasonable time after cancellation. Delay in the return of unearned premium does not affect the cancellation.

Seasonal Premium Adjustment Table

The percentage of the annual premium that is earned, subject to a minimum premium, for each period for which coverage is provided is as follows:

Period of Coverage	Percent of Annual Premium Earned	Period of Coverage	Percent of Annual Premium Earned
January	2	July	16
February	2	August	16
March	4	September	12
April	8	October	8
May	12	November	2
June	16	December	2

Earned premium for periods of less than a month will be calculated on a pro-rata basis using the above table.



6242AD MISCELLANEOUS VEHICLE

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. DEFINITIONS

The definitions of *car* and *private passenger car* are changed to include a motor vehicle of the same type as *your car*.

2. If *your car* is a vehicle designed for use primarily off public roads, then the following apply:

a. MEDICAL PAYMENTS COVERAGE

Exclusions

Exclusion 9. is changed to read:

9. THERE IS NO COVERAGE FOR AN **INSURED** WHO IS STRUCK AS A **PEDESTRIAN** BY A VEHICLE THAT RUNS ON RAILS;

b. UNINSURED MOTOR VEHICLE COVERAGE

Additional Definitions

The following is deleted under *Uninsured Motor Vehicle*:

Uninsured Motor Vehicle does not include a land motor vehicle designed for use primarily off public roads except while on public roads;

c. UNDERINSURED MOTOR VEHICLE COVERAGE

Additional Definitions

The following is deleted under *Underinsured Motor Vehicle*:

Underinsured Motor Vehicle does not include a land motor vehicle designed for use primarily off public roads except while on public roads;



6050DH NAMED NON-OWNER COVERAGE

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. The definitions *temporary substitute car* and *your car*, and all references to these definitions, are deleted.
2. **DEFINITIONS**
 - a. *Car* is changed to read:

Car means a land motor vehicle with four or more wheels, designed for use primarily on public roads. *Car* does not include any vehicle while located for use as a dwelling or other premises.
 - b. *Non-owned car* is changed to read:

Non-owned car means:

 1. a *car*;
 2. any other land motor vehicle that lawfully may be driven on public roads if the accident arises out of the use of the vehicle for locomotion; or
 3. any type of trailer while being towed by a land motor vehicle if the *insured* is provided liability coverage by this policy for the use of that motor vehicle,

provided that such vehicle is in the lawful possession of an *insured* and is not *owned by you*, any *resident relative*, or any other *person* who resides primarily in *your* household.
 - c. *Owned By* is changed to read:

Owned By means:

 1. owned by;
 2. registered to; or
 3. leased, if the lease is written for a period of 6 or more consecutive months, to.
3. **LIABILITY COVERAGE**
 - a. **Additional Definition**

Insured is changed to read:

Insured means:

 1. *you* and *resident relatives* for:
 - a. the ownership, maintenance, or use of:
 - (1) a *newly acquired car*; or
 - (2) a *trailer*; and
 - b. the maintenance or use of a *non-owned car*;
 2. 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 the maintenance or use of a *car* that is *owned by a person* who resides primarily in *your* household, but only if such *car* is neither *owned by* the first *person* shown as a named insured on the Declarations Page nor that *person's* spouse; and
 3. any other *person* or organization vicariously liable for the use of a vehicle by an *insured* as defined in 1. or 2. above, but only for such vicarious liability. This provision applies only if the vehicle is neither *owned by*, nor hired by, that other *person* or organization.
- b. **Exclusions**
 - (1) Exclusion 9. is deleted.
 - (2) The following is added:

THERE IS NO COVERAGE FOR DAMAGES ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF:

 - (a) EQUIPMENT DESIGNED TO RAISE OR LOWER WORKERS;
 - (b) AIR COMPRESSORS, PUMPS, GENERATORS, SPRAYERS, WELDERS, CLEANING EQUIPMENT, MINERAL EXPLORATION EQUIPMENT, LIGHTING EQUIPMENT, WELL DIGGING OR SERVICING EQUIPMENT; OR
 - (c) OTHER EQUIPMENT SIMILAR TO EQUIPMENT DESCRIBED IN (a) OR (b) ABOVE

THAT IS A PART OF, OR IS
MOUNTED ON, A **NON-
OWNED CAR**.

4. **MEDICAL PAYMENTS COVERAGE**

a. **Additional Definitions**

Insured is changed to read:

Insured means:

1. *you* and *resident relatives* while *occupying*:
 - a. a *newly acquired car*; or
 - b. a *non-owned car*; or
 - c. a *trailer* while attached to a car described in a. or b. above, or if struck as a *pedestrian* by a motor vehicle or any type of trailer.
2. any other *person* while *occupying*:
 - a. a *newly acquired car*; or
 - b. a *trailer* while attached to a *newly acquired car*.

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

b. **Exclusions**

- (1) Exclusion 7. is deleted.
- (2) The following is added:

THERE IS NO COVERAGE FOR AN **INSURED** WHOSE **BODILY INJURY** ARISES OUT OF THE OPERATION, MAINTENANCE, OR USE OF:

- (a) EQUIPMENT DESIGNED TO RAISE OR LOWER WORKERS;

- (b) AIR COMPRESSORS, PUMPS, GENERATORS, SPRAYERS, WELDERS, CLEANING EQUIPMENT, MINERAL EXPLORATION EQUIPMENT, LIGHTING EQUIPMENT, WELL DIGGING OR SERVICING EQUIPMENT; OR

- (c) OTHER EQUIPMENT SIMILAR TO EQUIPMENT DESCRIBED IN (a) OR (b) ABOVE

THAT IS A PART OF, OR IS
MOUNTED ON, A **NON-
OWNED CAR**.

5. **UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR VEHICLE COVERAGE**

Additional Definitions

Insured is changed to read:

Insured means:

1. *you*;
2. *resident relatives*; and
3. any other *person* while *occupying* a *newly acquired car*.

Such vehicle must be used within the scope of *your* consent. Such other *person occupying* a vehicle used to carry *persons* for a charge is not an *insured*; and

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



6030EH BUSINESS NAMED INSURED

This endorsement is a part of the policy. **Because of the type of named insured shown on the Declarations Page of this policy and the changes made below, all references to *resident relatives* and *non-owned cars* in the policy are deleted.** Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. DEFINITIONS

You or *Your* is changed to read:

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

2. LIABILITY COVERAGE

a. Additional Definition

Insured is changed to read:

Insured means:

1. *you* for:
 - a. the ownership, maintenance, or use of:
 - (1) *your car*;
 - (2) a *newly acquired car*; or
 - (3) a *trailer*; and
 - b. the maintenance or use of a *temporary substitute car*;
2. any *person* for his or her use of:
 - 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 with *your* permission; and

3. any other *person* or organization vicariously liable for the use of a vehicle by an *insured* as defined in 1. or 2. above, but only for such vicarious liability. This provision applies only if the vehicle is neither *owned by*, nor hired by, that other *person* or organization.

b. Exclusions

(1) Exclusion 4. is changed to read:

4. FOR **BODILY INJURY** TO THAT **INSURED'S** FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE

IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT;

(2) Exclusion 7. is changed to read:

7. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT **INSURED'S** EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A **CAR BUSINESS**.

(3) The following exclusion is added:

THERE IS NO COVERAGE FOR AN **INSURED** FOR DAMAGES RESULTING FROM:

1. THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE **INSURED** FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE **INSURED** IS PROVIDED LIABILITY COVERAGE BY THIS POLICY;
2. THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN 1. ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE **INSURED**; OR
3. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN 1. ABOVE.

3. MEDICAL PAYMENTS COVERAGE

a. Additional Definitions

Insured is changed to read:

Insured means any *person* while *occupying*:

1. *your car*;
2. a *newly acquired car*;
3. a *temporary substitute car*; or
4. a *trailer* while attached to a *car* described in 1., 2., or 3. above.

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

b. **Exclusions**

- (1) Exclusion 1. is deleted.
- (2) Exclusion 4. is changed to read:
 4. WHO IS **OCCUPYING** A VEHICLE WHILE IT IS BEING USED TO CARRY **PERSONS** FOR A CHARGE;
- (3) Exclusion 5. is changed to read:
 5. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT **INSURED'S** EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A **CAR BUSINESS**.

- (4) Exclusions 7. and 9. are deleted.

4. **UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR VEHICLE COVERAGE**

a. **Additional Definitions**

Insured is changed to read:

Insured means:

1. any *person* while *occupying* or otherwise using:

- a. *your car*;
- b. a *newly acquired car*; or
- c. a *temporary substitute car*.

Such vehicle must be used within the scope of *your* consent. Such *person occupying* or otherwise using a vehicle used to carry *persons* for a charge is not an *insured*; and

2. *you* or any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* defined in item 1. above.

b. **Exclusions**

Exclusion 2. is deleted.

5. **PHYSICAL DAMAGE COVERAGES**

Additional Definitions

- a. **Covered Vehicle** is changed to read:

Covered Vehicle means:

1. *your car*;
2. a *newly acquired car*;
3. a *temporary substitute car*; and
4. a camper that is designed to be mounted on a pickup truck and is shown on the Declarations Page;

including its parts and its equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of campers must be securely fixed as a permanent part of the camper.

- b. **Insured** is changed to read:

Insured means *you* and any *person* using a *covered vehicle* within the scope of *your* consent.

6948RA.1 AMENDATORY ENDORSEMENT (Recreational Vehicle)

(Underlining indicates differences)

Proposed 6948RA.1	Current 6948RA and 9248A
<p>2. THIS POLICY</p> <p>5. <i>Your</i> purchase of this policy may allow:</p> <p>a. <i>you</i> to purchase <u>or obtain</u> certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other <u>products</u> from the <i>State Farm Companies</i>, subject to their applicable eligibility rules; or</p> <p>b. <u>the premium or price for other products or services purchased by <i>you</i>, including non-insurance products or services, to vary. Such other products or services must be provided by the <i>State Farm Companies</i> or by an organization that has entered into an agreement or contract with the <i>State Farm Companies</i>. The <i>State Farm Companies</i> do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.</u></p> <p>4. LIABILITY COVERAGE</p> <p>Insuring Agreement</p> <p>1. <i>We</i> will pay damages an <i>insured</i> becomes legally liable to pay because of:</p> <p>a. <i>bodily injury</i> to others; and</p> <p>b. damage to property caused by an accident that involves a vehicle for which that <i>insured</i> is provided Liability Coverage by this policy.</p> <p style="text-align: center;">...</p> <p>Supplementary Payments</p> <p><i>We</i> 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:</p>	<p>2. THIS POLICY</p> <p>5. <i>Your</i> purchase of this policy may allow <i>you</i> to purchase certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other <u>policies</u> from the <i>State Farm Companies</i>, subject to their applicable eligibility rules.</p> <p>4. LIABILITY COVERAGE</p> <p>Insuring Agreement</p> <p>1. <i>We</i> will pay:</p> <p>a. damages an <i>insured</i> becomes legally liable to pay because of:</p> <p>(1) <i>bodily injury</i> to others; and</p> <p>(2) damage to property caused by an accident that involves a vehicle for which that <i>insured</i> is provided Liability Coverage by this policy;</p> <p>b. <u>attorney fees for attorneys chosen by <i>us</i> to defend an <i>insured</i> who is sued for such damages; and</u></p> <p>c. <u>court costs charged to an <i>insured</i> and resulting from that part of a lawsuit:</u></p> <p>(1) <u>that seeks damages payable under this policy's Liability Coverage; and</u></p> <p>(2) <u>against which <i>we</i> defend an <i>insured</i> with attorneys chosen by <i>us</i>.</u></p> <p><u><i>We</i> have no duty to pay attorney fees and court costs incurred after <i>we</i> deposit in court or pay the amount due under this policy's Liability Coverage.</u></p> <p>Supplementary Payments</p> <p><i>We</i> will pay, in addition to the damages, <u>fees, and costs</u> described in the Insuring Agreement <u>above, the interest, premiums, costs and expenses</u> listed below that result from such accident:</p>

Proposed 6948RA.1	Current 6948RA and 9248A
<p>1. Attorney fees for attorneys chosen by <u>us</u> to defend an <i>insured</i> who is sued for such damages. <i>We</i> have no duty to pay attorney fees incurred after <i>we</i> deposit in court or pay the amount due under the Insuring Agreement of this policy's Liability Coverage;</p> <p>2. Court costs awarded by the court against an <i>insured</i> and resulting from that part of the lawsuit:</p> <p>a. that seeks damages payable under this policy's Liability Coverage; and</p> <p>b. against which <i>we</i> defend an <i>insured</i> with attorneys chosen by <i>us</i>. <i>We</i> have no duty to pay court costs incurred after <i>we</i> deposit in court or pay the amount due under the Insuring Agreement of this policy's Liability Coverage;</p> <p>3. Interest the <i>insured</i> is legally liable to pay on damages payable under the Insuring Agreement of this policy's Liability Coverage:</p> <p>a. before a judgment, but only the interest on the lesser of:</p> <p>(1) that part of the damages <i>we</i> pay; or</p> <p>(2) this policy's applicable Liability Coverage limit; and</p> <p>b. after a judgment.</p> <p><i>We</i> have no duty to pay interest that accrues after <i>we</i> deposit in court, pay, or offer to pay, the amount due under the Insuring Agreement of this policy's Liability Coverage. <i>We</i> also have no duty to pay interest that accrues on any damages paid or payable by a party other than the <i>insured</i> or <i>us</i>;</p> <p>Premiums for bonds, provided by a company chosen by <i>us</i>, required to appeal a decision in a lawsuit against an <i>insured</i>. <i>We</i> have no duty to:</p> <p>a. pay for any bond with a face amount that exceeds this policy's applicable Liability Coverage limit;</p> <p>b. furnish or apply for any bonds; or</p> <p>c. pay premiums for bonds purchased after <i>we</i> deposit in court, pay, or offer to pay, the amount due under the Insuring Agreement of this policy's</p>	<p>1. Interest on damages owed by the <i>insured</i> that accrues:</p> <p>a. before a judgment, where owed by law, but only on that part of the judgment <i>we</i> pay; and</p> <p>b. after a judgment. <i>We</i> will not pay interest on damages paid or payable by a party other than the <i>insured</i> or <i>us</i>. <i>We</i> have no duty to pay interest that accrues after <i>we</i> deposit in court, pay, or offer to pay, the amount due under this policy's Liability Coverage;</p> <p>Premiums for bonds, provided by a company chosen by <i>us</i>, required to appeal a decision in a lawsuit against an <i>insured</i>. <i>We</i> have no duty to:</p> <p>a. pay for bonds that exceed this policy's applicable Liability Coverage limit;</p> <p>b. furnish or apply for any bonds; or</p> <p>c. pay premiums for bonds purchased after <i>we</i> deposit in court, pay, or offer to pay, the amount due under this policy's Liability Coverage; and</p>

Proposed 6948RA.1	Current 6948RA and 9248A
<p style="text-align: center;">Liability Coverage; and UNDERINSURED MOTOR VEHICLE COVERAGE</p> <p>Exclusions</p> <p>2. FOR AN INSURED WHO SUSTAINS BODILY INJURY:</p> <p>a. WHILE OCCUPYING OR OTHERWISE USING A MOTOR VEHICLE OWNED BY YOU OR ANY RESIDENT RELATIVE IF IT IS NOT YOUR RECREATIONAL VEHICLE OR A NEWLY ACQUIRED RECREATIONAL VEHICLE AND IF IT IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE; OR</p> <p>b. WHILE OCCUPYING OR OTHERWISE USING A MOTOR VEHICLE OWNED BY ANY RESIDENT RELATIVE IF IT IS NOT YOUR RECREATIONAL VEHICLE OR A NEWLY ACQUIRED RECREATIONAL VEHICLE AND IF IT IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE.</p> <p>This exclusion (2.b.) 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, <u>if that named insured or that spouse is occupying or otherwise using a motor vehicle owned by neither that named insured nor that spouse;</u></p> <p>If Other Underinsured Motor Vehicle Coverage Applies</p> <p>1. The Underinsured Motor Vehicle Coverage provided by <u>this policy applies as primary coverage for an insured who sustains bodily injury while occupying your car.</u></p> <p>a. If:</p> <p>(1) <u>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</u></p>	<p>UNDERINSURED MOTOR VEHICLE COVERAGE</p> <p>Exclusions</p> <p>2. FOR AN INSURED WHO SUSTAINS BODILY INJURY WHILE OCCUPYING OR OTHERWISE USING A MOTOR VEHICLE OWNED BY YOU OR ANY RESIDENT RELATIVE IF IT IS NOT YOUR RECREATIONAL VEHICLE OR A NEWLY ACQUIRED RECREATIONAL VEHICLE AND IF IT IS:</p> <p>a. NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE; OR</p> <p>b. <u>INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE UNDER ANOTHER POLICY ISSUED BY US.</u></p> <p>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, <u>while occupying or otherwise using a motor vehicle not owned by one or both of them;</u></p> <p>If Other Underinsured Motor Vehicle Coverage Applies</p> <p>1. <u>If underinsured motor vehicle coverage for bodily injury is available to an insured from more than one policy provided by us or any other insurer, the total limit of liability available from all policies provided by all insurers shall not exceed the limit of liability of the single policy providing the highest limit of liability. This is the most that will be paid regardless of the number of policies involved, persons covered, claims made, vehicles insured, premiums paid or vehicles involved in the accident.</u></p> <p>2. <u>Subject to item 1 above, any coverage applicable under this policy shall apply:</u></p> <p>a. on a primary basis if the insured sustains bodily injury</p>

Proposed 6948RA.1	Current 6948RA and 9248A
<p>(2) underinsured motor vehicle coverage provided by one or more sources other than the <i>State Farm Companies</i> also applies as primary coverage for the same accident.</p> <p>then <i>we</i> will pay the proportion of damages payable as primary that <i>our</i> applicable limit bears to the sum of <i>our</i> applicable limit and the limits of all other underinsured motor vehicle coverage that apply as primary coverage.</p> <p>b. If:</p> <p>(1) more than one vehicle policy issued to <i>you</i> or any <i>resident relative</i> by the <i>State Farm Companies</i> provides Underinsured Motor Vehicle Coverage which applies to the accident as primary coverage; and</p> <p>(2) underinsured motor vehicle coverage provided by one or more sources other than the <i>State Farm Companies</i> also applies as primary coverage for the same accident.</p> <p>then the <i>State Farm Companies</i> will pay the proportion of damages payable as primary that the maximum amount that may be paid by the <i>State Farm Companies</i> bears to the sum of such amount and the limits of all other underinsured motor vehicle coverage that apply as primary coverage.</p> <p>2. Except as provided in item 1. above, the Underinsured Motor Vehicle Coverage provided by this policy applies as excess coverage.</p> <p>a. If:</p> <p>(1) this is the only vehicle policy issued to <i>you</i> or any <i>resident relative</i> by the <i>State Farm Companies</i> that provides Underinsured Motor Vehicle Coverage which applies to the accident as excess coverage; and</p> <p>(2) underinsured motor vehicle coverage provided by one or more sources other than the <i>State Farm Companies</i> also applies as excess coverage for the same accident.</p>	<p>while <i>occupying</i> or otherwise using <i>your car</i>, or while neither <i>occupying</i> nor otherwise using a motor vehicle or trailer.</p> <p>b. on an excess basis if the <i>insured</i> sustains <i>bodily injury</i> while <i>occupying</i> or otherwise using a vehicle not owned by or leased to <i>you</i> or any <i>resident relative</i>.</p> <p>3. Subject to items 1 and 2 above, if this policy and one or more other policies provide coverage for <i>bodily injury</i>:</p> <p>a. on a primary basis, <i>we</i> are liable only for <i>our</i> share. <i>Our</i> share is that percent of the damages payable on a primary basis that the limit of liability of this policy bears to the total of all applicable underinsured motor vehicle coverage provided on a primary basis.</p> <p>b. on an excess basis, <i>we</i> are liable only for <i>our</i> share. <i>Our</i> share is that percent of the damages payable on an excess basis that the limit of liability of this policy bears to the total of all applicable underinsured motor vehicle coverage provided on an excess basis.</p> <p>The total damages payable from all policies that apply on an excess basis shall not exceed the amount by which the limit of liability of the single policy providing the highest limit of liability on an excess basis exceeds the limit of liability of the single policy providing the highest limit of liability on a primary basis.</p>

Proposed 6948RA.1	Current 6948RA and 9248A
<p>then <u>we</u> 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.</p> <p>b. If:</p> <p>(1) more than one vehicle policy issued to <u>you</u> or any <u>resident relative</u> by the <u>State Farm Companies</u> provides Underinsured Motor Vehicle Coverage which applies to the accident as excess coverage; and</p> <p>(2) underinsured motor vehicle coverage provided by one or more sources other than the <u>State Farm Companies</u> also applies as excess coverage for the same accident,</p> <p>then the <u>State Farm Companies</u> will pay the proportion of damages payable as excess that the maximum amount that may be paid by the <u>State Farm Companies</u> bears to the sum of such amount and the limits of all other underinsured motor vehicle coverage that apply as excess coverage.</p> <p>8. GENERAL TERMS Premium</p> <p>d. The premium for this policy may vary based upon:</p> <p>(1) the purchase of other products or services from the <u>State Farm Companies</u>;</p> <p>(2) the purchase of products or services from an organization that has entered into an agreement or contract with the <u>State Farm Companies</u>. The <u>State Farm Companies</u> do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or</p> <p>(3) an agreement, concerning the insurance provided by this policy, that the <u>State Farm Companies</u> has with an organization of which <u>you</u> are a member, employee, subscriber, licensee, or franchisee.</p>	<p>6. GENERAL TERMS Premium (The policy does not currently contain this language.)</p>



6948RA.1 AMENDATORY ENDORSEMENT (Recreational Vehicle)

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. The following is added to exclusion 14.b. of **Liability Coverage**, exclusion 12.b. of **Medical Payments Coverage**, and exclusion 16.b. of **Physical Damage Coverage**:

This exclusion 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.

2. **THIS POLICY**

The following is added:

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

- a. **you** to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or

- b. the premium or price for other products or services purchased by **you**, including non-insurance products or services, to vary. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

3. **DEFINITIONS**

- a. **Resident Relative** is changed to read:

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

1. related to that named insured or his or her spouse by blood, marriage, or adoption, including an unmarried and unemancipated child of either who is away at school and otherwise maintains his or her primary residence with that named insured; or

2. a ward or a foster child of that named insured, his or her spouse, or a **person** described in 1. above.

- b. **State Farm Companies** is changed to read:

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.

4. **LIABILITY COVERAGE**

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

Insuring Agreement

1. **We** will pay damages an **insured** becomes legally liable to pay because of:

- a. **bodily injury** to others; and
 - b. damage to property

caused by an accident that involves a vehicle for which that **insured** is provided Liability Coverage by this policy.

2. **We** have the right to:

- a. investigate, negotiate, and settle any claim or lawsuit;
 - b. defend an **insured** in any claim or lawsuit, with attorneys chosen by **us**; and
 - c. appeal any award or legal decision

for damages payable under this policy's Liability Coverage.

Supplementary Payments

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

1. Attorney fees for attorneys chosen by **us** to defend an **insured** who is

sued for such damages. *We* have no duty to pay attorney fees incurred after *we* deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;

2. Court costs awarded by the court against an *insured* and resulting from that part of the lawsuit:
 - a. that seeks damages payable under this policy's Liability Coverage; and
 - b. against which *we* defend an *insured* with attorneys chosen by *us*.

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

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

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

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

- c. pay premiums for bonds purchased after *we* deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage; and

5. The following costs and expenses if related to and incurred after a lawsuit has been filed against an *insured*:

- a. Loss of wages or salary, but not other income, up to \$200 for each day an *insured* attends, at *our* request:
 - (1) an arbitration;
 - (2) a mediation; or
 - (3) a trial of a lawsuit; and
 - b. Reasonable expenses incurred by an *insured* at *our* request other than loss of wages, salary, or other income.

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

b. **Exclusions**

- (1) The exception to exclusion 8. 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 recreational vehicle*, a *newly acquired recreational vehicle*, or a *trailer owned by you*;

- (2) 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*;

5. MEDICAL PAYMENTS COVERAGE

a. Additional Definitions

The following is added under “*Reasonable Expenses* mean the lowest one of the following charges:”

The fee specified in any fee schedule:

1. applicable to medical payments coverage, no-fault coverage, or personal injury protection coverage included in motor vehicle liability policies issued in the state where *medical services* are provided; and
2. as prescribed or authorized by the law of the state where *medical services* are provided.

b. 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 recreational vehicle*, a *newly acquired recreational vehicle*, or a *trailer owned by you*;

6. UNDERINSURED MOTOR VEHICLE COVERAGE

a. Exclusions

Exclusion 2 is changed to read:

2. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY*:
 - a. WHILE *OCCUPYING* OR OTHERWISE USING A MOTOR VEHICLE *OWNED BY YOU* OR ANY *RESIDENT RELATIVE* IF IT IS NOT *YOUR RECREATIONAL VEHICLE* OR A *NEWLY ACQUIRED RECREATIONAL VEHICLE* AND IF IT IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE; OR

- b. WHILE *OCCUPYING* OR OTHERWISE USING A MOTOR VEHICLE *OWNED BY ANY RESIDENT RELATIVE* IF IT IS NOT *YOUR RECREATIONAL VEHICLE* OR A *NEWLY ACQUIRED RECREATIONAL VEHICLE* AND IF IT IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE.

This exclusion (2.b.) 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, if that named insured or that spouse is *occupying* or otherwise using a motor vehicle *owned by* neither that named insured nor that spouse;

- b. If Other Underinsured Motor Vehicle Coverage Applies is replaced by the following:

1. The Underinsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your recreational vehicle*.

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* bears to the sum of such amount and the limits of all other underinsured motor vehicle coverage that apply as primary coverage.

2. Except as provided in item 1. 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* bears to the sum of such amount and the limits of all other underinsured motor vehicle coverage that apply as excess coverage.

7. GENERAL TERMS

a. The following is added to 4. **Changes to This Policy:**

d. Change of Policy Address

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

1. *you*; or
2. the United States Postal Service.

b. The following is added to 5. **Premium:**

d. 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.
- c. 7. **Nonrenewal** is changed to read:
 - 7. **Nonrenewal**
If *we* decide not to renew this policy, then, at least 30 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. The mailing of the notice will be sufficient proof of notice.
 - d. The first sentence 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.



6164CW HIRED CAR LIABILITY COVERAGE

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. DEFINITIONS

Owned By is changed to read:

Owned By means:

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

2. LIABILITY COVERAGE

a. Additional Definition

(1) The following is added:

Hired Car means, when used under contract on **your** behalf or loaned to **you**:

1. a land motor vehicle designed for use primarily on public roads;
2. any type of trailer or semitrailer designed for use primarily on public roads; and
3. mobile equipment designed for use primarily off public roads:
 - a. while used on public roads solely for locomotion, if self-propelled and not equipped with crawler-treads; or
 - b. while being transported on public roads if being towed by or carried on a land motor vehicle designed for use primarily on public roads and insured with **us**.

Hired Car does not include any vehicle that is **owned by**:

1. **you**;
2. any of **your** employees;

3. any of **your** business partners;
4. any of **your** executive officers; or
5. any **person** who resides primarily with a **person** described in 1., 2., 3., or 4. immediately preceding.

(2) **Insured** is changed to read:

Insured means:

1. **you** for the maintenance or use of a **hired car**;
2. any **person** while using a **hired car**. The **hired car** must be used with **your** permission; and
3. any other **person** or organization vicariously liable for the use of a **hired car** by an **insured** as defined in 1. or 2. above.

Insured does not include:

1. the owner of a **hired car**; or
2. any other **person** or organization, including its agents or employees, who rents, leases, or loans the **hired car** to **you** or any **person** or organization for use on **your** behalf.

b. Exclusions

Exclusions 9. and 13. are deleted.

3. GENERAL TERMS

The following is added:

Audit

We have the right to audit **your** records as they relate to this insurance. This audit may take place any time up to three years after this policy is terminated.



6165BZ EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE

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. DEFINITIONS

Non-Owned Car is changed to read:

Non-Owned Car means:

1. a land motor vehicle designed for use primarily on public roads;
2. any type of trailer or semitrailer designed for use primarily on public roads; and
3. mobile equipment designed for use primarily off public roads:
 - a. while used on public roads solely for locomotion, if self-propelled and not equipped with crawler-treads; or
 - b. while transported on public roads if being towed by or carried on a land motor vehicle designed for use primarily on public roads and insured with **us**.

Non-Owned Car does not include any vehicle that is:

1. **owned by you**; or
2. used under contract on **your** behalf or loaned to **you**, unless that vehicle is **owned by**:
 - a. any of **your** employees;
 - b. any of **your** business partners;

- c. any of **your** executive officers; or
- d. any **person** who resides primarily with **you** or a **person** described in a., b., or c. immediately preceding.

2. LIABILITY COVERAGE

a. Additional Definition

Insured is changed to read:

Insured means:

1. **you** for the use of a **non-owned car** in **your** business; and
2. any other **person** or organization vicariously liable for the use of a **non-owned car** in **your** business by an **insured** as defined in item 1. above, but only for such vicarious liability.

Insured does not include the owner of a **non-owned car**.

b. Exclusions

Exclusions 9. and 13. are deleted.

3. GENERAL TERMS

The following is added:

Audit

We have the right to audit **your** records as they relate to this insurance. This audit may take place any time up to three years after this policy is terminated.