

## IMPORTANT NOTICE

### Regarding Changes in Coverages and Benefits with Our New Business Car Policy

We are introducing a new State Farm® Business Car Policy. For vehicles rated “commercial use”, we are replacing the current State Farm Car Policy 9828A, Declarations Page, and applicable endorsements with the new Business Car Policy 9628C.

The new Business Car Policy is a multicar policy. This allows you to insure more than one vehicle on your policy as a described vehicle.

This brochure describes the changes in coverages and benefits provided under the new Business Car Policy. Editorial changes that do not change the coverage and benefits currently provided are not described. For your ease of reference, the captions in this brochure follow the order of the captions in the State Farm Business Car Policy Booklet.

You will receive your new Declarations, State Farm Business Car Policy Booklet, and any applicable endorsements after you pay your premium.

Please contact your State Farm agent if you have questions.

### STATE FARM BUSINESS CAR POLICY BOOKLET 9628C

We have revised policy language describing how policy notices will be made by changing “mail or deliver” to “provide”. This will allow notice to be given in any manner required or allowed by law.

#### THIS POLICY

We have removed the agreement stating that:

- The named insured and household members have not had a driver’s license or vehicle registration suspended, revoked, or refused unless shown on the Declarations; or
- The described car is used for pleasure and business unless shown on the Declarations.

#### DEFINITIONS

We have revised the following:

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

We have revised the definitions of the following terms:

- **Car** – Revised to include any vehicle subject to motor vehicle compulsory insurance laws, financial responsibility laws, or similar laws where it is licensed or principally garaged.
- **Resident Relative** – Applies only if the “ENTITY” shown on the Declarations is an “Individual”. All references to this definition have been deleted from the Liability Coverage and the Physical Damage Coverages.
- **Temporary Substitute Car** – Revised to specifically include the replacement of a newly acquired car for a short time while the newly acquired car is out of use due to its breakdown, repair, servicing, damage, or theft. Such car must not be owned by you or the person driving it.
- **Trailer** – Now includes:
  - All trailers with a gross vehicle weight rating of 3,000 pounds or less.
  - Any trailer while being used for pleasure.
  - A farm implement or farm wagon while being pulled on public roads by a car.
- **You or Your** – No longer includes the spouse of the first person shown on the Declarations. This change applies only if the Business Named Insured endorsement is not attached to your current State Farm Car Policy.

- **Your Car** – Means the car or cars shown in the “VEHICLE SCHEDULE” on the Declarations. Since the new policy is a multicar policy, we will no longer provide coverage for a car being replaced if it is not described on the Declarations.

We have added definitions for the following terms. Please read the policy definitions for details.

- **Employee**
- **Insured Contract**
- **Your Spouse**

## **LIABILITY COVERAGE**

### **Additional Definition – Insured**

- If the named insured is “Individual”, then:
  - A spouse of the first person shown as a named insured on the Declarations and resident relatives qualify as insureds only if they are using a vehicle for which Liability Coverage applies within the scope of a named insured’s consent.
  - Insured no longer includes the first person shown as a named insured on the Declarations 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, or furnished by an employer to, a person, other than that named insured or spouse, who resides primarily in their household.
- “Insured” includes:
  - The owner of a trailer while attached to a vehicle for which Liability Coverage applies.
  - A person or organization who:
    - is not a named insured,
    - is shown on the Declarations as an owner of a car defined as a your car in the policy, and
    - is vicariously liable for the ownership, maintenance, or use of that car.

### **Supplementary Payments**

The amount we will pay an insured for loss of wages or salary for attendance at arbitration, mediation, or trial at our request has been increased from \$200 to \$250 per day.

### **Nonduplication**

Payments made from a State Farm Car Policy issued to a named insured’s spouse or resident relative will no longer be considered when determining duplication of payments. This is a change only if the Business Named Insured endorsement is not attached to your current State Farm Car Policy.

### **Exclusions**

- Coverage is no longer excluded for liability assumed under an insured contract if that contract or agreement was signed prior to the accident that caused the bodily injury or property damage.
- The following exclusions have been deleted:
  - Renting or leasing to others;
  - Livery, other than the ownership, maintenance, or use of a vehicle while an insured is:
    - The driver of the vehicle; and
    - Logged on to a transportation network company’s digital network.
  - Business other than a car business or valet parking.
- There is no coverage for damage to property that is in the care, custody, or control of an insured that is a:
  - Motor vehicle owned by your employer or a resident relative’s employer if damage to that motor vehicle is caused by an insured while operating another motor vehicle;
  - Residence while rented to or leased to an insured; or

- Private garage while rented to or leased to an insured.

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

- Liability Coverage provided by a State Farm Car Policy issued to a named insured's spouse or resident relative will no longer be considered when determining primacy and pro-rata share of other applicable coverage. This is a change only if the Business Named Insured endorsement is not attached to your current State Farm Car Policy.

### **MEDICAL PAYMENTS COVERAGE**

#### **Additional Definitions**

If the "ENTITY" shown on the Declarations is "Individual", then your spouse and resident relatives are provided coverage if occupying a nonowned car as defined in this coverage section.

#### **Nonduplication**

Medical expenses and funeral expenses which have already been paid as damages by or on behalf of the at-fault party or under Liability Coverage or Uninsured Motor Vehicle Coverage of any policy issued by the State Farm Companies to a named insured, a named insured's spouse, or resident relative will not be duplicated.

#### **Exclusions**

The following exclusions have been deleted:

- Renting or leasing to others.
- Livery, other than for an insured who is occupying a vehicle while any insured is:
  - The driver of the vehicle; and
  - Logged on to a transportation network company's digital network.

### **UNINSURED MOTOR VEHICLE COVERAGE**

#### **Additional Definitions**

Except as described in Exclusions below, a person occupying a vehicle used to carry persons for a charge is no longer excluded from being an insured.

#### **Limit**

The most we will pay for all compensatory damages for bodily injury to any one person is the lesser of the per person limit or the amount of all damages less any payments received from or on behalf of the at-fault party.

#### **Exclusions**

There is no coverage for:

- An insured who is occupying your car, a newly acquired car, or a temporary substitute car while the driver of such car is logged on as a driver to a transportation network company's digital network; or
- You, your spouse, or any resident relative while occupying a car that is being driven by you, your spouse, or any resident relative while logged on as a driver to a transportation network company's digital network.

### **PHYSICAL DAMAGE COVERAGES**

#### **Additional Definitions**

**Insured** is revised to mean you and any person using a covered vehicle with your consent. This is a change only if the Business Named Insured endorsement is not attached to your current State Farm Car Policy.

#### **Insuring Agreements – Comprehensive Coverage**

We have increased the time period in which transportation expenses are payable to extend past the date we offer to pay for the loss to the earliest of:

- The date the vehicle is replaced; or
- Seven days after we offer to pay for the loss.

## **Limit and Loss Settlement – Comprehensive Coverage and Collision Coverage**

- A deductible will no longer apply to the repair of windshield glass.
- The provision that the insured and the company must agree when windshield glass will be repaired instead of replaced has been deleted.
- An option of reasonable repair costs has been added to the possible repair estimate sources.

### **Exclusions**

The following exclusions have been deleted:

- Renting or leasing to others.
- Livery, other than the use of a vehicle while the driver of the vehicle is logged on to a transportation network company's digital network.

### **If Other Physical Damage Coverage or Similar Coverage Applies**

Coverage provided by a State Farm Car Policy issued to a named insured's spouse or resident relative will no longer be considered when determining primacy and pro-rata share of other applicable coverage. This is a change only if the Business Named Insured endorsement is not attached to your current State Farm Car Policy.

### **DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE AND LOSS OF EARNINGS COVERAGE**

These coverages have been moved from the policy booklet to endorsement 4511AA Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage.

### **GENERAL TERMS**

- Required Out of State Coverage is located in the General Terms and now applies to any required automobile coverage.
- The Limited Coverage in Mexico provision has been broadened to include Uninsured Motor Vehicle Coverage, if issued under the policy.

### **TRAILER ENDORSEMENT**

If Trailer Endorsement is attached to your policy, it has been revised to no longer provide Physical Damage Coverages for a trailer that is not owned by the named insured and that does not qualify as a temporary substitute trailer. Previously, coverage up to \$2,500 was provided.

### **ADDITIONAL INSURED – PRIOR NOTICE OF TERMINATION WITH PRIMARY AND NON-CONTRIBUTORY**

If the Additional Insured (Prior Notice of Termination) endorsement is attached to your policy, it has been revised to now include a provision that the State Farm insurance policy applies as primary and non-contributory to any other insurance available to an insured when it has been agreed to in a written contract.

### **OTHER CAR COVERAGE FOR NAMED PERSONS**

Other Car Coverage for Named Persons is a new endorsement for the Business Car Policy. If this endorsement is attached to your policy, it revises the policy for a person named and that person's resident family members to provide for those persons:

- Liability Coverage for the maintenance or use of other cars, as defined in the endorsement, and trailers while attached to such other cars.
- Medical Payments Coverage:
  - While occupying other cars, as defined in the endorsement, and trailers while attached to such other cars; or
  - If struck as a pedestrian by a motor vehicle or any type of trailer.
- Uninsured Motor Vehicle Coverage and Underinsured Motor Vehicle Coverage without the necessity of occupying a vehicle shown under "YOUR CAR" on the Declarations.

## **ADDITIONAL INSURED – PRIOR NOTICE, PRIMARY AND NON-CONTRIBUTORY, WITH WAIVER OF SUBROGATION**

This is a new endorsement for the Business Car Policy. If this endorsement is attached to your policy, an Additional Insured will be provided prior notice of termination and the rights of subrogation under all coverages will be waived for that additional insured.

## **PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT**

Professional Services Exclusion is a new endorsement for the Business Car Policy. If this endorsement is attached to your policy, it specifically excludes Liability Coverage for damages arising out of:

- Providing or failure to provide any medical or other professional services;
- Any food or drink furnished with such medical or other professional services; or
- The handling of corpses.

## **LIABILITY COVERAGE FOR PROPERTY OF PASSENGERS**

Liability Coverage for Property of Passengers is a new endorsement for the Business Car Policy. If this endorsement is attached to your policy, it provides Liability Coverage for damage to property owned by, rented to, used by, or in the care of a passenger in a car to which this endorsement applies or a temporary substitute car that is temporarily replacing such car while both the passenger and the property are being transported by you or a person acting on your behalf.

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**DISCLAIMER:** *This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

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State Farm Mutual Automobile Insurance Company  
State Farm Fire and Casualty Company  
Bloomington, IL