

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. LIABILITY COVERAGE

a. Additional Definition

Item 2. of the definition of **insured** is changed to read:

Insured means:

2. **you** for the maintenance or use of a **car owned by**, or furnished by an employer to, a **person** who resides primarily in the household of the first **person** shown as a named insured on the Declarations. That **car** cannot be **owned by you**, or furnished by **your** employer;

b. Exclusions

Exclusion 7 is changed to read:

THERE IS NO COVERAGE FOR AN **INSURED** FOR DAMAGES ARISING OUT OF AND RESULTING FROM THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS:

- a. MADE AVAILABLE; OR
- b. BEING USED

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

- a. the use of a **private passenger car** on a share-the-expense basis; or
- b. **you** or a **resident relative occupying a non-owned car** as a passenger;

2. UNINSURED MOTOR VEHICLE COVERAGE

Exclusions

Exclusion 11 is changed to read:

THERE IS NO COVERAGE FOR AN **INSURED OCCUPYING** A VEHICLE WHILE IT IS:

- a. MADE AVAILABLE OR BEING USED TO CARRY **PERSONS** FOR A CHARGE. This exclusion (11.a.) does not apply to:
 - (1) the use of a **private passenger car** on a share-the-expense basis; or
 - (2) **you** or a **resident relative occupying a non-owned car** as a passenger; OR
- b. RENTED TO OR LEASED TO OTHERS BY AN **INSURED**, INCLUDING PERSONAL VEHICLE SHARING, PEER-TO-PEER CAR SHARING, OR OTHER SIMILAR PROGRAM.

3. PHYSICAL DAMAGE COVERAGES

a. Additional Definitions

Item 3. Of the definition of **Covered Vehicle** is changed to read:

3. A **temporary substitute car** if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations;

b. Limit and Loss Settlement – Comprehensive Coverage and Collision Coverage

Item 1.a. is changed to read:

1. **We** have the right to choose to settle with **you** or the owner of the **covered vehicle** in one of the following ways:

- a. Pay the cost to repair the **covered vehicle** minus any applicable deductible. No deductible applies to the repair of windshield glass.
- (1) **We** have the right to choose one of the following to determine the cost to repair the **covered vehicle**:
- (a) The cost agreed to by both the owner of the **covered vehicle** and **us**;
 - (b) A bid or repair estimate approved by **us**; or
 - (c) A repair estimate that is written based upon or adjusted to:
 - (i) reasonable repair costs and labor rates as determined by **us** for the repair market where the **covered vehicle** is to be repaired;
 - (ii) the prevailing competitive price. Prevailing competitive price means prices charged by a majority of the repair market as determined by a survey made by **us** for the area where the **covered vehicle** is to be repaired;
 - (iii) the lower of paintless dent repair pricing established by an agreement **we** have with a third party or the paintless dent repair price that is competitive in the market; or
 - (iv) a combination of (i), (ii), or (iii) above.

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

The repair estimate will include parts sufficient to restore the **covered vehicle** to its pre-loss condition.

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

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

- (2) The cost to repair the **covered vehicle** does not include any reduction in the value of the **covered vehicle** after it has been repaired, as compared to its value before it was damaged.
- (3) If the repair or replacement of a part results in betterment of that part, then **you** or the owner of the **covered vehicle** must pay for the amount of the betterment.

c. **Limit – Car Rental and Travel Expenses Coverage**

The words “Car Rental or Travel Expenses Coverage”, wherever they may be found in this coverage are changed to read “Car Rental and Travel Expenses Coverage”.

4. **GENERAL TERMS**

Cancellation

Item C. **Return of Unearned Premium** is changed to read:

If **you** cancel this policy, the premium will be earned on a pro rata basis. Any unearned premium may be returned within a reasonable time after cancellation. Delay in the return of any unearned premium does not affect the cancellation date.

If **we** cancel this policy the premium will be earned on a pro-rata basis. Any unearned premium will be returned prior to the cancellation effective date.