

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

Supplementary Payments

In item 5.a., the amount of \$200 is changed to \$250.

2. PHYSICAL DAMAGE COVERAGES

Limit and Loss Settlement – Comprehensive Coverage and Collision Coverage

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

a. Pay the cost to repair the **covered vehicle** minus any applicable deductible. No deductible applies to the repair of windshield glass.

(1) **We** have the right to choose one of the following to determine the cost to repair the **covered vehicle**:

(a) The cost agreed to by both the owner of the **covered vehicle** and **us**;

(b) A bid or repair estimate approved by **us**; or

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

(i) reasonable repair costs and labor rates as determine 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) 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;

3. GENERAL TERMS

- a. **Cancellation** is changed to read:

Cancellation

- a. **How You May Cancel**

You may cancel this policy by providing to **us** notice of the date cancellation is effective. The cancellation will be effective the later of either:

- (1) the date **you** specify in **your** notice; or
- (2) the date **we** receive **your** notice.

We may waive the future date requirement by confirming the date and time of cancellation to **you** in writing.

We may require **you** to provide written, electronic, or other recorded verification of **your** request for cancellation prior to such cancellation taking effect.

- b. **How and When We May Cancel**

We may cancel this policy by providing notice to the named insured and any creditor shown on the Declarations. The notice will provide the reason(s) and date cancellation is effective.

- (1) If **we** provide a cancellation notice:

- (a) during the first 59 days following this policy's effective date; or
- (b) because the premium is not paid when due,

then the date cancellation is effective will be at least 10 days after the date notice is provided. However, if a check, draft, or other negotiable instrument used to pay the premium during the first 59 days following this policy's effective date is not honored by a financial institution for any reason, then the policy is void from its inception and the promise of a 10 day advance notice does not apply.

Otherwise, the date cancellation is effective will be at least 45 days after the date notice is provided.

- (2) After this policy has been in force for more than 59 days, **we** will only cancel this policy before the end of the current policy period for one or more permissible reasons under Georgia insurance legislation applicable to automobile policies.

- c. **Return of Unearned Premium**

If **you** or **we** cancel this policy, the premium will be earned on a pro rata basis. Any unearned premium will be returned with the cancellation or be made on or before the cancellation date. Delay in the return of any unearned premium does not affect the cancellation date.

- b. The **Electronic Delivery** provision language has been removed from within the policy.