

## **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. PERSONAL INJURY PROTECTION COVERAGE**

The following provision is added:

#### **Nonduplication**

**We** will not pay any benefits, damages, expenses, or losses that have already been paid to or for the **insured**:

1. under any motor vehicle insurance policy issued by the **State Farm Companies**;
2. under any other motor vehicle insurance policy, or other similar motor vehicle financial security; or
3. by or on behalf of any party who is or may be held legally liable for the **bodily injury** to the **insured**.

### **3. ADDED INCOME LOSS BENEFITS COVERAGE**

The following provision is added:

#### **Nonduplication**

**We** will not pay any benefits, damages, expenses, or losses that have already been paid to or for the **insured**:

1. under any motor vehicle insurance policy issued by the **State Farm Companies**;
2. under any other motor vehicle insurance policy, or other similar motor vehicle financial security; or
3. by or on behalf of any party who is or may be held legally liable for the **bodily injury** to the **insured**.

### **4. PHYSICAL DAMAGE COVERAGES**

#### **Limit and Loss Settlement – Comprehensive Coverage, Comprehensive With Deductible Glass 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. Under Comprehensive Coverage, if the **loss** includes breakage of glass, no deductible applies to repair or replacement of that glass. Under Comprehensive Coverage With Deductible Glass and under Collision Coverage the deductible does not apply 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**.

For other than safety glass:

- a. the repair estimate will include new, used, recycled, or reconditioned original equipment manufacturer parts; or
- b. if **you** agree, then the repair estimate may include new, used, recycled, or reconditioned non-original equipment manufacturer parts

and **you** agree these parts are sufficient to restore the **covered vehicle** to its pre-loss condition.

For safety glass, **you** agree that repair or replacement glass may be either original equipment manufacturer glass or non-original equipment manufacturer glass and 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 vehicle parts results in betterment of the value of the **covered vehicle** prior to its pre-loss value, then **you** or the owner of the **covered vehicle** must pay for the amount of the betterment of the **covered vehicle**;

## 5. GENERAL TERMS

- a. The **Electronic Delivery** provision has been removed from within the policy.
- b. **Legal Action Against Us** is changed to read:

Legal action may not be brought against **us** until there has been full compliance with all the provisions of this policy. In addition, legal action may only be brought against **us** regarding:

- a. Liability Coverage after the amount of damages an **insured** is legally liable to pay has been finally determined by:
  - (1) judgment after an actual trial, and any appeals of that judgment if any appeals are taken;  
or
  - (2) agreement between the claimant and **us**.
- b. Personal Injury Protection Coverage, Added Income Loss Benefits Coverage, and Physical Damage Coverages, if the legal action relating to the coverage is brought against **us** within six years immediately following the date of the accident or **loss**.
- c. Uninsured Motor Vehicle Coverage if the **insured** or that **insured's** legal representative within six years immediately following the date of the accident:
  - (1) presents an Uninsured Motor Vehicle Coverage claim to **us**; and
  - (2) files a lawsuit in accordance with the **Deciding Fault and Amount** provision.

Except as provided in c.(2) above, no other legal action may be brought against **us** relating to Uninsured Motor Vehicle Coverage for any other causes of action that arise out of or are related to this coverage until there has been full compliance with the **Deciding Fault and Amount** provision.

- d. Underinsured Motor Vehicle Coverage if the **insured** or that **insured's** legal representative within four years from the date of accrual:
  - (1) presents an Underinsured Motor Vehicle Coverage claim to **us**; and
  - (2) files a lawsuit in accordance with the **Deciding Fault and Amount** provision.

Except as provided in d.(2) above, no other legal action may be brought against **us** relating to Underinsured Motor Vehicle Coverage for any other causes of action that arise out of or are related to this coverage until there has been full compliance with the **Deciding Fault and Amount** provision.