

## AMENDATORY ENDORSEMENT

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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.

### PHYSICAL DAMAGE COVERAGES

#### Limits 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;