

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. DEFINITIONS

a. The following are added:

- (1) The words "his or her", wherever they may be found in the policy, are changed to read: "their".
- (2) The words "spouse", "marriage", "married", and "marital" refer to the legal union, including a domestic partnership, between two **persons** that is recognized by and valid under the law of the state into which such union was entered.

b. **Newly Acquired Car** is changed to read:

Newly Acquired Car means a **car** newly **owned by you** or a **resident relative**.

A **car** ceases to be a **newly acquired car** on the earlier of:

1. the effective date and time of a policy, including any binder, issued by **us** or any other company that describes the **car** as an insured vehicle; or
2. the end of the 14th calendar day immediately following the date the **car** is delivered to **you** or a **resident relative**.

If a **newly acquired car** is not otherwise afforded comprehensive coverage or collision coverage by this or any other policy, then this policy will provide Comprehensive Coverage or Collision Coverage for that **newly acquired car**, subject to a deductible of \$500.

c. **Personal Vehicle Sharing** is changed to read:

Personal Vehicle Sharing means the use of **private passenger motor vehicles** by **persons** other than the vehicle's owner, in connection with a **personal vehicle sharing program**.

d. **Personal Vehicle Sharing Program** is changed to read:

Personal Vehicle Sharing Program means a legal entity qualified to do business in the State of California engaged in the business of facilitating the sharing of **private passenger motor vehicles** for noncommercial use by individuals within the state.

e. The following definition is added:

Private Passenger Motor Vehicle means a vehicle that is insured, or is subject to being insured, under a personal automobile liability insurance policy insuring a single individual or individuals residing in the same household, as the named insured, or meets the requirements of Section 16058 of the Vehicle Code, but does not include a vehicle with fewer than four wheels.

f. **Resident Relative** is changed to read:

Resident Relative means, except in Uninsured Motor Vehicle Coverage, a **person**, other than **you**, who resides with the first **person** shown as a named insured on the Declarations and who is:

1. related to **you** by blood, marriage, or adoption, including **your** unmarried and unemancipated child who is away at school and otherwise maintains their residence with the first **person** shown as a named insured on the Declarations; or
2. a ward or a foster child of **you** or a **person** described in 1. above.

See **Additional Definitions** in Uninsured Motor Vehicle Coverage for the definition used in that coverage.

2. LIABILITY COVERAGE

a. Additional Definition

- (1) Item 2. of **Insured** is changed to read:

Insured means **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;

- (2) Item 4. of **Insured** is changed to read:

Insured means any other **person** or organization vicariously liable for the use of a vehicle by an **insured** as defined in 1., 2., or 3. above, but only for such vicarious liability. This provision applies only if the vehicle is:

- a. neither **owned by**, nor hired by, that other **person** or organization; and
- b. neither available for, nor being used for, carrying **persons** for a charge.

b. Supplementary Payments

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

c. Exclusions

- (1) Exclusion 6. is changed to read:

THERE IS NO COVERAGE FOR AN **INSURED** FOR DAMAGES ARISING OUT OF 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) The exception to Exclusion 10. is changed to read:

This Exclusion does not apply to damage to a:

- a. motor vehicle **owned by** the employer of **you** or the employer of any **resident relative** if such damage is caused by an **insured** while operating another motor vehicle;

- b. residence while rented to or leased to an **insured**; or
- c. private garage while rented to or leased to an **insured**;

3. MEDICAL PAYMENTS COVERAGE

Exclusions

Exclusion 4. is changed to read:

THERE IS NO COVERAGE FOR AN **INSURED** WHO IS **OCCUPYING** 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. an **insured** while **occupying** a **non-owned car** as a passenger;

4. UNINSURED MOTOR VEHICLE COVERAGE

a. Additional Definitions

Insured is changed to read:

Insured means:

- 1. **you**;
- 2. **resident relatives**;
- 3. any other **person** while **occupying**:
 - a. **your car**;
 - b. a **newly acquired car**; or
 - c. a **temporary substitute car**.

Such vehicle must be used within the scope of **your** consent; and

- 4. any **person** entitled to recover compensatory damages as a result of **bodily injury** to an **insured** as defined in 1., 2., or 3. above.

b. **Resident Relative** is changed to read:

Resident Relative means a **person**, other than **you**, who resides with either a named insured shown on the Declarations or the spouse of that named insured, and who is:

- 1. related to that named insured or the spouse of that named insured by blood, marriage, or adoption, including an unmarried and unemancipated child of either who is away at school; or
- 2. a ward or a foster child of that named insured, the spouse of that named insured, or a **person** described in 1. above.

c. **Exclusions**

(1) Exclusion 7. is changed to read:

THERE IS NO COVERAGE FOR AN **INSURED** WHILE **OCCUPYING** A MOTOR VEHICLE RENTED TO OR LEASED TO **YOU** OR ANY **RESIDENT RELATIVE** FOR PUBLIC OR LIV-
ERY PURPOSES;

(2) The following Exclusion is added:

THERE IS NO COVERAGE FOR AN **INSURED OCCUPYING** A VEHICLE WHILE IT IS MADE AVAILABLE OR BEING USED TO CARRY **PERSONS** FOR A CHARGE. This Exclu-
sion 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

5. **UNINSURED MOTOR VEHICLE PROPERTY DAMAGE COVERAGE**

Exclusions

The following Exclusion is added:

THERE IS NO COVERAGE FOR **YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE IT IS MADE AVAILABLE OR BEING USED TO CARRY **PERSONS** FOR A CHARGE.

6. **PHYSICAL DAMAGE COVERAGES**

a. The paragraph that reads:

If a deductible applies to Comprehensive Coverage, then it is shown on the Declarations Page. The deductible that applies to Collision Coverage is shown on the Declarations Page.

is changed to read:

Deductible

- 1. If "D" is shown under "SYMBOLS" on the Declarations, then the deductible that applies to Comprehensive Coverage, if any, is the dollar amount shown on the Declarations next to the title of this coverage. However, **we** will not deduct more than \$500 for any **loss** to a **newly acquired car**.
- 2. If "G" is shown under "SYMBOLS" on the Declarations, then the deductible that applies to Collision Coverage is the dollar amount shown on the Declarations next to the title of this coverage. However, **we** will not deduct more than \$500 for any **loss caused by collision** to a **newly acquired car**.

b. **Additional Definitions**

Daily Rental Charge is changed to read:

Daily Rental Charge means the sum of:

- 1. the daily rental rate, including mileage charges and related taxes, incurred when an **insured** rents a **car** from a **car business**; and
- 2. commercial transportation expenses incurred by an **insured**.

c. **Insuring Agreements**

Car Rental and Travel Expenses Coverage

Car Rental Expense is changed to read:

Car Rental Expense

We will pay the **daily rental charge** incurred while **your car** or a **newly acquired car** is:

- (1) not drivable; or
- (2) being repaired

as a result of a **loss** which would be payable under Comprehensive Coverage or Collisions Coverage.

We will pay this **daily rental charge** incurred during a period that:

- (1) starts on the date:
 - (a) the vehicle is not drivable as a result of the **loss**; or
 - (b) the vehicle is left at a repair facility if the vehicle is drivable; and
- (2) ends on the earliest of:
 - (a) the date the vehicle has been repaired or replaced;
 - (b) the date **we** offer to pay for the **loss** if the vehicle is repairable but **you** choose to delay repairs; or
 - (c) seven days after **we** offer to pay for the **loss** if the vehicle is:
 - (i) a total loss as determined by **us**; or
 - (ii) stolen and not recovered.

The amount of any such **daily rental charge** incurred by an **insured** must be reported to **us** before **we** will pay such amount.

d. If **your car** is a **private passenger car**, then the following provision is added:

Supplementary Pet Injury Coverage

We will pay:

1. veterinary expenses incurred for treatments, procedures, or products for a cat or dog injured in a **loss**. Such injury must be diagnosed within 30 days of the date of **loss**; and
2. the cost to replace the cat or dog, if such injury results in death.

The cat or dog must be **occupying a covered vehicle** which sustains a **loss** for which **we** make a payment under Comprehensive Coverage or Collision Coverage. These expenses must be incurred within one year from the date of **loss** and must be reported to **us** before **we** will pay.

We will not pay more than \$1,000 per animal. Subject to the per animal limit, **we** will not pay more than \$2,000 per **loss**.

e. **Exclusions**

Exclusion 3. is changed to read:

THERE IS NO COVERAGE FOR ANY **COVERED VEHICLE** WHILE IT IS:

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

TO CARRY **PERSONS** FOR A CHARGE. This Exclusion does not apply to the use of a **private passenger car** on a share-the-expense basis;

7. **INSURED'S DUTIES**

- a. Item 7.a.(3) is changed to read:

A **person** making claim under:

- a. Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage must:

- (3) provide written authorization for **us** to obtain medical bills, medical records, wage information, salary information, employment information, and any other information **we** deem necessary to substantiate the claim.

Such authorizations must not:

- (a) restrict **us** from performing **our** business functions in:
 - (i) obtaining records, bills, information, and data; nor
 - (ii) using or retaining records, bills, information, and data collected or received by **us**;
- (b) require **us** to violate federal or state laws or regulations;
- (c) prevent **us** from fulfilling **our** data reporting and data retention obligations to insurance regulators; or
- (d) prevent **us** from disclosing claim information and data:
 - (i) to enable performance of **our** business functions;
 - (ii) to meet **our** reporting obligations to insurance regulators;
 - (iii) to meet **our** reporting obligations to insurance data consolidators; and
 - (iv) as otherwise permitted by law.

If an injured **insured** is a minor, unable to act, or dead, then their legal representative must provide **us** with the written authorization.

If the holder of the information refuses to provide it to **us** despite the authorization, then at **our** request the **person** making claim or their legal representative must obtain the information and promptly provide it to **us**; and

- b. The following is added to item 7.:

A **person** making claim under Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage must submit to **us** all information **we** need to comply with federal and state laws and regulations.

8. GENERAL TERMS

- a. The following is added to **Newly Owned or Newly Leased Car**:

If a **resident relative** wants to insure a **car** newly **owned by** the **resident relative** with the **State Farm Companies** after that **car** ceases to be a **newly acquired car**, then the **resident relative** must apply to the **State Farm Companies** for a separate policy to insure the **car** newly **owned by** the **resident relative**. Such policy will be issued only if both the applicant and the vehicle are eligible for coverage at the time of the application.

- b. The following is added to **GENERAL TERMS**:

Our Rights Regarding Claim Information

- a. **We** will collect, receive, obtain, use, and retain all the items described in item b.(1) below and use and retain the information described in item b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of **our** business functions.
- b. Subject to a. above, **we** will not be restricted in or prohibited from:
- (1) collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
 - (2) using any of the items described in item b.(1) above; or
 - (3) retaining:
 - (a) any of the items in item b.(1) above; or
 - (b) any other information **we** have in **our** possession as a result of **our** processing, handling, or otherwise resolving claims submitted under this policy.
- c. **We** may disclose any of the items in item b.(1) above and any of the information described in item b.(3)(b) above:
- (1) to enable performance of **our** business functions;
 - (2) to meet **our** reporting obligations to insurance regulators;
 - (3) to meet **our** reporting obligations to insurance data consolidators;
 - (4) to meet other obligations required by law; and
 - (5) as otherwise permitted by law.
- d. **Our** rights under a., b., and c. above shall not be impaired by any:
- (1) authorization related to any claim submitted under this policy; or
 - (2) act or omission of an **insured** or a legal representative acting on an **insured's** behalf.