

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 is deleted:

Marriage, married and **unmarried** mean the legal relationship between two **persons** united together in either:

1. a marriage; or
2. a civil union

that is recognized by and valid under Illinois law.

b. 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 civil union, between two **persons** that is recognized by and valid under the law of the state into which such union was entered.

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

Resident Relative means a **person**, other than **you** or **your spouse**, who resides primarily with the first **person** shown as a named insured on the Declarations and who is:

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

2. LIABILITY COVERAGE

Supplementary Payments

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

3. PHYSICAL DAMAGE COVERAGES

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;