

## 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.

### 1. DEFINITIONS

- a. **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 of either 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.

- b. The following definitions are added:

**Peer-to-Peer Car Sharing\*** means the authorized use of a **shared vehicle** by an individual other than the vehicle's owner through a **peer-to-peer car sharing program**.

**Peer-to-Peer Car Sharing Program\*** or **Program\*** means a program that facilitates the use or operation of a **shared vehicle** by a **shared vehicle driver**.

**Peer-to-Peer Car Sharing Program Agreement\*** or **Agreement\*** means the terms and conditions that govern the use of a **shared vehicle** through a **peer-to-peer car sharing program**.

**Shared Vehicle\*** means a motor vehicle that is available for sharing through a **peer-to-peer car sharing program** that is both:

- (a) used nonexclusively for **peer-to-peer car sharing** activity pursuant to a **peer-to-peer car sharing program agreement**; and
- (b) not otherwise made available by the shared vehicle owner for use as a rental vehicle as defined in section 137 of the New York Vehicle and Traffic Law.

**Shared Vehicle Driver\*** means a driver, as such term is defined by section 113 of the New York Vehicle and Traffic Law, of a **shared vehicle** during the sharing period who has been authorized to use such **shared vehicle** pursuant to a **peer-to-peer car sharing program agreement**.

**Peer-to-Peer Car Sharing Period\*** or **Car Sharing Period\*** means the period of time that shall commence with the peer-to-peer car sharing delivery period or, if there is no peer-to-peer car sharing delivery period, the period of time that shall commence with the peer-to-peer car sharing start time and, in either case, shall end at the peer-to-peer car sharing termination time.

**\*IMPORTANT NOTE Regarding Car Sharing:** See New York General Business Law Article 40 for detailed information relating to **peer-to-peer car sharing programs**.

### 2. LIABILITY COVERAGE

- a. **Supplementary Payments**

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

- b. **Exclusions**

The following exclusion is added:

THERE IS NO COVERAGE FOR AN **INSURED** WHILE THE MOTOR VEHICLE IS BEING USED THROUGH A **PEER-TO-PEER CAR SHARING PROGRAM** DURING THE **PEER-TO-PEER CAR SHARING PERIOD**.

### 3. PHYSICAL DAMAGE COVERAGES

- a. **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. Any non-original equipment manufacturer parts included on the repair estimate will be warranted by that manufacturer at least to the extent and duration as comparable original equipment manufacturer parts. If the non-original equipment manufacturer fails to honor its warranty, **we** shall pay, at no cost to **you** or the owner of the **covered vehicle**, to restore the **covered vehicle** to its pre-loss condition consistent with the non-original equipment manufacturer's warranty.

**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 actual cash value of the **covered vehicle** after it has been repaired, as compared to its actual cash 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;

b. **Exclusions**

The following Exclusion is added:

**THERE IS NO COVERAGE FOR ANY COVERED VEHICLE DURING ANY TIME WITHIN THE PEER-TO-PEER CAR SHARING PERIOD, OR OTHERWISE UNDER DIRECT AND IMMEDIATE CONTROL OF A PEER-TO-PEER CAR SHARING PROGRAM.**