

RIDE SHARING AND SIMILAR ACTIVITIES EXCLUSIONARY ENDORSEMENT

This endorsement is a part of your Personal Auto Policy and it changes your policy. Except for the changes it makes, all other terms of the “Policy” remain the same. Please read it carefully.

A. The following definitions are added to the end of the **COMMON DEFINITIONS** section:

“Transportation network company (“TNC”)” means any entity (including, but not limited to, a corporation, limited liability company, partnership or sole proprietor) that provides pre-arranged transportation for profit or compensation by use of an online-enabled or digital application, software, website, system or platform to connect rider(s) with a “TNC” approved or active driver who provides pre-arranged rides to and between destination points chosen by the rider(s). This definition does not include or apply to “share-the-expense carpools.”

“Ride-share application” means the digital network, system, or application that is licensed and/or made available by a “transportation network company” that is used by a driver to receive requests to provide transportation services for passenger(s).

“Ride-share activity” means the use of any “motor vehicle” to provide transportation or delivery of any person or persons in connection with a “transportation network company”:

1. When done in exchange for any form of compensation, fee, money, income, salary, property or any other kind of value; or
2. When in the course of any “business” or similar for-profit activity.

This applies from the time a user logs on to, or signs in to, any online-enabled application, software, website, or system until the user logs out of, or signs off, any such online-enabled application, software, website or system, whether or not the user has accepted any passenger(s), including the time the user is on the way to pick up any passenger(s), or is transporting any passenger(s).

"Prearranged Ride" means the period of time during "ride-share activity" where a driver is logged on to a "ride-share application," has recorded acceptance of a request to provide transportation services, and is engaged in one of the following activities:

1. traveling to the accepted pick-up location of the passenger(s) to be delivered, including the pick-up of any passenger(s); or
2. traveling to the accepted final destination location of the passenger(s), including the drop-off of any passenger(s).

"Network dispatch delivery company" means any entity (including, but not limited to, a corporation, limited liability company, partnership or sole proprietor) engaged in the "business" of, or any other for-profit activity related to, that connects drivers with clients to facilitate and/or provide the delivery of food, meals, medicine, newspapers, magazines, parcels, property or any goods by use of a phone or electronic or digital network or application, software, website, system or platform.

"Delivery service application" means the digital network, system, or application that is licensed and/or made available by a "network dispatch delivery company" that is used by a driver to receive requests to provide transportation services for good(s) and property.

"Delivery service activity" means the use of any "motor vehicle" to provide transportation of property or goods in connection with a "network dispatch delivery company":

1. When done in exchange for any form of compensation, fee, money, income, salary, property or any other kind of value; or
2. While in the course of any "business" or similar for-profit activity.

This applies from the time a user logs on to, or signs in to, any online-enabled application, software, website, or system until the user logs out of, or signs off, any such online-enabled application, software, website or system, whether or not the user has accepted any delivery assignment(s), including the time the user is on the way to pick up any goods or property, or is transporting any goods or property.

"Prearranged Delivery" means the period of time during "delivery service activity" where a driver is logged on to a "delivery service application," has recorded acceptance of a request to provide transportation or delivery services, and is engaged in one of the following activities:

1. traveling to the accepted pick-up location of the good(s) to be delivered, including the pick-up of any good(s); or
2. traveling to the accepted delivery destination of the good(s) to be delivered, including the drop-off or unloading of any good(s).

"Personal vehicle sharing company" means any entity (including, but not limited to, a corporation, limited liability company, partnership or sole proprietor) engaged in the "business" of, or any other for-profit activity related to, that facilitates the sharing, borrowing, or lending of a "motor vehicle" by connecting a vehicle "owner," or an individual with permission from the vehicle "owner" to use the vehicle, with an individual or entity other than the vehicle's "owner," for financial consideration.

"Personal vehicle sharing application" means the digital network, system, or application that is licensed and/or made available by a "personal vehicle sharing company" that allows the vehicle "owner" or user to receive requests, manage appointments, make reservations, and perform other similar activities to provide for the sharing, borrowing, or lending of a "motor vehicle."

"Personal vehicle sharing activity" means the sharing, borrowing, or lending of any "motor vehicle" to any person(s) or entity(ies) when done through a connection with a "personal vehicle sharing company" and

1. When done in exchange for any form of compensation, fee, money, income, salary, property or any other kind of value; or
2. While in the course of any "business" or similar for-profit activity.

This applies from the earliest of when the "motor vehicle" is under the control of or is operated by the person(s) or entity(ies) who have borrowed the "motor vehicle" until that "motor vehicle" is returned to the "owner" or user, and the borrower no longer has access

to the “motor vehicle.” This does not include when a “motor vehicle” is provided through a rental car entity while being used as a “temporary substitute” for “your covered auto.”

“Vehicle usage flexibility company” means any and all combinations of any of the following:

1. “transportation network company”;
2. “network dispatch delivery company”; or
3. “personal vehicle sharing company”.

“Vehicle usage flexibility application” means any and all combinations of any of the following:

1. “ride-share application”;
2. “delivery service application”; or
3. “personal vehicle sharing application”.

“Share-the-expense carpool” means an arrangement between people to share rides for which reimbursement, in part or in full, of driving expenses is made or offered, but there is no other compensation of any kind and no for-profit motive. It does not include any arrangement facilitated by a “business” or other commercial entity that connects drivers to riders, including, but not limited to, a “transportation network company.”

B. The following is added as **C.**, **D.**, and **E.** to **PART V: DUTIES AFTER AN ACCIDENT OR LOSS.**

C. "You" must provide to "us" any and all automobile insurance information maintained on "your covered auto," whether maintained by "you," by the owner of "your covered auto," or by a "vehicle usage flexibility company." "You" must also provide to "us" any and all activity on any "vehicle usage flexibility application" of which "you" or an "insured" are a member or of which "your covered auto" is available for sharing, which may include, but is not limited to:

1. disclosure of whether "you" or an "insured" were logged on to a "vehicle usage flexibility application" at the time of the accident;
2. whether "you" or an "insured" were engaged in a "prearranged ride" or "prearranged delivery" at the time of the accident;
3. whether "your covered auto" was in any activity related to, connected with, or involved with a "personal vehicle sharing company" at the time of the accident; and
4. details from any "vehicle usage flexibility application" including, but not limited to, trip summaries, payments, logs of activity and any and all information on "your" "vehicle usage flexibility application" user profile or the "vehicle usage flexibility application" user profile of an "insured."

D. Compliance with "our" request for automobile insurance information maintained on "your covered auto" and "our" request for any and all activity on any "vehicle usage flexibility application" of which "you" or an "insured" are a member or of which "your covered auto" is available for sharing is a condition precedent to coverage under this policy.

E. If "you" or an "insured" refuse to provide to "us" within fifteen (15) business days, the requested automobile insurance information, or the requested activity on any "vehicle usage flexibility application," of which "you" or an "insured" are a member or of which "your covered auto" is available for sharing, or refuse to disclose to "us" all information "we" deem relevant regarding "your" involvement with a digital network or prearranged ride, then "we" will not be liable for benefits.

C. The following is added as T. and U. to EXCLUSIONS in PART I: COVERAGE FOR “BODILY INJURY” AND “PROPERTY DAMAGE” LIABILITY.

T. For "bodily injury" or "property damage" arising out of the ownership or operation of any type of auto or “motor vehicle” used:

- a.** as a public or livery conveyance;
- b.** for “ride-share activity”; or
- c.** for “delivery service activity.”

This exclusion does not apply to “share-the-expense carpools.”

U. Exclusion of Network Personal Vehicle Sharing

THERE IS NO COVERAGE UNDER **PART I**, AND “WE” HAVE NO DUTY TO DEFEND ANY “INSURED,” for or related to any “accident,” “bodily injury,” “property damage” or any other injury, loss, or damages that result from any person’s use of any “motor vehicle,” or the use of “your covered auto,” for or during any activity related or connected to any “personal vehicle sharing company,” while involved in any “personal vehicle sharing activity,” or using a “personal vehicle sharing application.”

F. The following replaces B. in EXCLUSIONS in PART II: UNINSURED MOTORISTS COVERAGE.

B. While “occupying” “your covered auto” when it is being used:

- a. as a public or livery conveyance;
- b. for “ride-share activity”; or
- c. for “delivery service activity.”

This exclusion does not apply to “share-the-expense carpools.”

G. The following is added as D. and E. to EXCLUSIONS in PART II: UNINSURED MOTORISTS COVERAGE.

D. While “occupying” any “motor vehicle” that is owned by “you” or a “resident relative.”

This exclusion does not apply:

- a. to “your covered auto” that is insured under this **PART II**; or
- b. if “you” have elected stacked uninsured motorist coverage.

E. Exclusion of Network Personal Vehicle Sharing

THERE IS NO COVERAGE UNDER **PART II**, AND “WE” HAVE NO DUTY TO DEFEND ANY “INSURED,” for or related to any “accident,” “bodily injury,” or any other injury, loss, or damages that result from any person’s use of any “motor vehicle,” or the use of “your covered auto,” for or during any activity related or connected to any “personal vehicle sharing company,” while involved in any “personal vehicle sharing activity,” or using a “personal vehicle sharing application.”

H. The following is added as K., L., M. to EXCLUSIONS in PART III: COVERAGE FOR PERSONAL INJURY PROTECTION.

K. To any person for or related to any accident, bodily injury or other injury or damages that result from “your covered auto” being used by any person for “ride-share activity” or “delivery service activity.”

L. To any person for or related to any accident, bodily injury or any other injury or damages that result from any type of auto or “motor vehicle” being used by “you,” a “resident relative,” any driver listed on this “Policy” who is not excluded, or any driver listed on the Declarations who is not excluded for “ride-share activity” or “delivery service activity.”

This exclusion does not apply to:

- a. “share-the-expense carpools;”
- b. “bodily injury” to “you” or a “resident relative” if that “bodily injury” is sustained by a “motor vehicle” (other than “your covered auto”) while as a pedestrian and while that “motor vehicle” is being used for “ride-share activity” or “delivery service activity.”
- c. “bodily injury” to “you” or a “resident relative” if that “bodily injury” is sustained by a “motor vehicle” (other than “your covered auto”) while a passenger and not operating that “motor vehicle” and while that “motor vehicle” is being used for “ride-share activity” or “delivery service activity.”

M. Exclusion of Network Personal Vehicle Sharing

THERE IS NO COVERAGE UNDER **PART III**, AND “WE” HAVE NO DUTY TO DEFEND ANY “INSURED,” for or related to any “accident,” “bodily injury,” or any other injury, loss, or damages that result from any person’s use of any “motor vehicle,” or the use of “your covered auto,” for or during any activity related or connected to any “personal vehicle sharing company,” while involved in any “personal vehicle sharing activity,” or using a “personal vehicle sharing application.”

This exclusion does not apply to “bodily injury” to:

- a. “you”;
- b. a “resident relative”;

- c. any driver listed on this “Policy” who is not excluded; or
- d. any driver listed on the Declarations who is not excluded:

if that “bodily injury” is sustained while as a pedestrian or while riding as a passenger in a “motor vehicle” (other than “your covered auto”) while that “motor vehicle” is being used in connection with a “personal vehicle sharing activity.”

I. The following is added to end of EXCLUSIONS in PART IV: COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO”.

Rideshare Exclusion Part I.

Loss or damage to “your covered auto” which occurs while it is being used:

- a. as a public or livery conveyance;
- b. for “ride-share activity”; or
- c. for “delivery service activity.”

This exclusion does not apply to “share-the-expense carpools.”

Rideshare Exclusion Part II.

Exclusion of Network Personal Vehicle Sharing

THERE IS NO COVERAGE UNDER **PART IV**, AND “WE” HAVE NO DUTY TO DEFEND ANY “INSURED,” for or related to any “accident,” loss, or damages that result from any person’s use of any “motor vehicle,” or the use of “your covered auto,” for or during any activity related or connected to any “personal vehicle sharing company,” while involved in any “personal vehicle sharing activity,” or using a “personal vehicle sharing application.”