

**RIDE SHARING AND SIMILAR ACTIVITIES 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. This endorsement applies only when the number for this endorsement is noted on the Declarations.*

**Schedule Rideshare Limits**

COVERAGE	LIMITS (IF APPLICABLE) THAT MAY DIFFER FROM WHAT IS SHOWN ON THE DECLARATIONS	Coverage Is Provided (YES or NO)			
		VEHICLE 1:	VEHICLE 2:	VEHICLE 3:	VEHICLE 4:
Liability					
Uninsured Motorists					
Personal Injury Protection					
Collision					
Other Than Collision					
[Additional Coverages]					

Information required to complete this **Schedule Rideshare Limits**, if not shown above, will be shown in the Declarations.

**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 dispatched 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 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 dispatched 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 dispatched 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 of “motor vehicles” by connecting a vehicle “owner” with a driver so that driver can “operate” the “motor vehicle.”

“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), entity, or entities 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 control or is operated by the person(s), entity, or entities who have borrowed the “motor vehicle” until that “motor vehicle” is returned to the “vehicle owner” or user, and the borrower no longer has access to the “motor vehicle.”

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

1. “transportation network company”;
2. “network dispatched 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" 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" were logged on to a "vehicle usage flexibility application" at the time of the accident;
2. whether "you" 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.

**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" 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" 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" 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., U., and V.** 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.”

This exclusion does not apply to the use of an auto or “motor vehicle” for “ride-share activity” or “delivery service activity” while “you” are operating that “motor vehicle” and are logged into:

- a.** a “ride-share application” but is not yet engaged in providing a “prearranged ride”; or
- b.** a “delivery service application” but is not yet engaged in providing a “prearranged delivery”;

if, and only if:

- 1.** the “motor vehicle” is identified with a “YES” in **Schedule Rideshare Limits** of this endorsement for Liability coverage; and
- 2.** that same “motor vehicle” is identified on the Declarations as having Rideshare Use coverage and “you” have paid the premium for this coverage when due.

For the avoidance of doubt, if the “motor vehicle” is not identified with a “YES” or “NO” in **Schedule A** of this endorsement for Liability coverage, it is considered a “NO,” and means that no Rideshare Use coverage is afforded under this policy.

#### **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 a “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.”

#### **V. Additional Exclusions**

In no event shall coverage under this **PART I: COVERAGE FOR “BODILY INJURY” AND “PROPERTY DAMAGE” LIABILITY**, including “our” duty to defend, apply to any person for “bodily injury” or “property damage,” regardless of whether the policy includes Rideshare Use coverage, if “bodily injury” or “property damage” is sustained during “ride-share activity” or “delivery service activity” arising out of the use of any “motor vehicle”:

- a. having a gross vehicle weight (GVW) of 12,001 pounds or more;
- b. designed to carry more than 8 passengers (including the driver);
- c. while towing a trailer;
- d. while transporting hazardous or illegal material;
- e. while transporting any single good weighing 75 pounds or more;
- f. if during the trip the driver leaves the state of Florida; or
- g. while being operated by drivers not registered with:
  - i. the “transportation network company” facilitating the “ride-share activity”; or
  - ii. the “network dispatched delivery company” facilitating the “delivery service activity.”

**D. The following replaces **LIMIT OF LIABILITY**, in **PART I: COVERAGE FOR “BODILY INJURY” AND “PROPERTY DAMAGE” LIABILITY** only in the event of:**

1. a covered loss as a result of using a “motor vehicle” identified on the Declarations as having Rideshare Use coverage; and
2. “you” have paid the premium for Rideshare Use coverage when due; and
3. that same “motor vehicle” is identified with a “YES” in **Schedule Rideshare Limits** of this endorsement for Liability coverage:

The limit of liability shown in **Schedule Rideshare Limits** of this endorsement for each individual for “bodily injury” liability, and not the limit of liability shown on the Declarations for each individual for “bodily injury” liability, is “our” maximum limit of liability for all damages for “bodily injury” sustained by any one person in any one auto accident. This includes all derivative claims arising out of said “bodily injury.” This includes, but is not limited to: damages for care; loss of service or death; loss of consortium; or loss of society or companionship. Subject to this limit for each person, the limit of liability shown in **Schedule Rideshare Limits** of this endorsement for each accident for “bodily injury” liability, and not the limit of liability shown on the Declarations for each accident for “bodily injury” liability, is “our” maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident.

Furthermore, if endorsement **RAIFLF-LILPD**, is attached to this “Policy,” the limits outlined in **Schedule Rideshare Limits** of this endorsement will be applicable, and not the limits in **Schedule Scaled Limits** of endorsement **RAIFLF-LILPD** in the event of an auto accident from “ride-share activity” or “delivery service activity. The limit of liability shown in **Schedule Rideshare Limits** of this endorsement for each accident for “bodily injury” liability is “our” maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident from “ride-share activity” or “delivery service activity.”

The limit of liability shown in **Schedule Rideshare Limits** of this endorsement for each auto accident for “property damage” liability, and not the limit of liability shown on the Declarations for each auto accident for “property damage” liability is “our” maximum limit of liability for all damages to all property resulting from any one auto accident. This is “our” limit regardless of the location of the loss.

This is the most “we” will pay regardless of the number of:

1. “Covered persons”;

2. Claims made;
3. Vehicles or premiums shown in the Declarations or in **Schedule Rideshare Limits** of this endorsement; or
4. Vehicles involved in the auto accident.

Furthermore, if endorsement **RAIFLF-LILPD** is attached to this “Policy,” the limits outlined in **Schedule Rideshare Limits** of this endorsement will be applicable, and not the limits in **Schedule Scaled Limits** of endorsement **RAIFLF-LILPD** in the event of an auto accident from “ride-share activity” or “delivery service activity.”

**E. The OTHER INSURANCE section in PART I: COVERAGE FOR “BODILY INJURY” AND “PROPERTY DAMAGE” LIABILITY is amended to include the following:**

For all losses involving “ride-share activity,” any liability insurance “we” provide while the driver is logged into a “ride-share application” but is not yet engaged in providing a “prearranged ride” will be primary.

For all losses involving “delivery service activity” any liability insurance “we” provide while the driver is logged into a “delivery service application” but is not yet engaged in providing a “prearranged delivery” will be primary.

**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.”

This exclusion does not apply to “bodily injury” arising out of the use of an auto or “motor vehicle” for “ride-share activity” or “delivery service activity” while “you” are operating that “motor vehicle” and are logged into:

- a. a “ride-share application” but is not yet engaged in providing a “prearranged ride”; or
- b. a “delivery service application” but is not yet engaged in providing a “prearranged delivery”;

if, and only if:

- 1. the “motor vehicle” is identified with a “YES” in **Schedule Rideshare Limits** of this endorsement for Uninsured Motorists coverage; and
- 2. that same “motor vehicle” is identified on the Declarations as having Rideshare Use coverage and “you” have paid the premium for this coverage when due.

For the avoidance of doubt, if the “motor vehicle” is not identified with a “YES” or “NO” in **Schedule A** of this endorsement for Uninsured Motorists coverage, it is considered a “NO,” and means that no Rideshare Use coverage is afforded under this policy.

**G.** The following is added as **D., E., F.** 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 I 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 a “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. Additional Exclusions**

In no event shall coverage under this **PART II: UNINSURED MOTORISTS COVERAGE**, including “our” duty to defend, apply to any person for “bodily injury” regardless of whether the policy includes Rideshare Use coverage, if “bodily injury” is sustained during “ride-share activity” or “delivery service activity” arising out of the use of “your covered auto”:

- a. having a gross vehicle weight (GVW) of 12,001 pounds or more;
- b. designed to carry more than 8 passengers (including the driver);
- c. while towing a trailer;
- d. while transporting hazardous or illegal material;
- e. while transporting any single good weighing 75 pounds or more;
- f. if during the trip the driver leaves the state of Florida; or
- g. while being operated by drivers not registered with:
  - i. the “transportation network company” facilitating the “ride-share activity”; or
  - ii. the “network dispatched delivery company” facilitating the “delivery service activity.”

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

**K.** To any person while any “motor vehicle” is being used for “ride-share activity” or “delivery service activity.”

This exclusion does not apply to:

- a. “share-the-expense carpools;”
- b. “you” or a “resident relative” while a passenger and not operating the vehicle being used for “ride-share activity” at the time of the loss; or
- c. “you” or a “resident relative” while a passenger and not operating the vehicle being used for “delivery service activity” at the time of the loss; or
- d. A permissive driver, or a “resident relative,” who is not “occupying” the vehicle being used for “ride-share activity” at the time of loss;
- e. A permissive driver, or a “resident relative,” who is not “occupying the vehicle being used for “delivery service activity” at the time of loss.

This exclusion does not apply to “bodily injury” sustained during the use of an auto or “motor vehicle” while engaged in “ride-share activity” or “delivery service activity” while “you” are operating that “motor vehicle” and are logged into:

- a. a “ride-share application” but is not yet engaged in providing a “prearranged ride”; or
- b. a “delivery service application” but is not yet engaged in providing a “prearranged delivery”;

if, and only if:

- 1. the “motor vehicle” is identified with a “YES” in **Schedule Rideshare Limits** of this endorsement for Personal Injury Protection coverage; and
- 2. that same “motor vehicle” is identified on the Declarations as having Rideshare Use coverage and “you” have paid the premium for this coverage when due.

For the avoidance of doubt, if the “motor vehicle” is not identified with a “YES” or “NO” in **Schedule A** of this endorsement for Personal Injury Protection coverage, it is considered a “NO,” and means that no Rideshare Use coverage is afforded under this policy.

#### **L. 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 a “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 an “insured motor vehicle”) while that “motor vehicle” is being used in connection with a “personal vehicle sharing activity.”

#### **M. Additional Exclusions**

In no event shall coverage under this **PART III: COVERAGE FOR PERSONAL INJURY PROTECTION**, including “our” duty to defend, apply to any person for “bodily injury” regardless of whether the policy includes Rideshare Use coverage, if “bodily injury” is sustained during “ride-share activity” or “delivery service activity” arising out of the use of any “motor vehicle”:

- a. having a gross vehicle weight (GVW) of 12,001 pounds or more;
- b. designed to carry more than 8 passengers (including the driver);
- c. while towing a trailer;
- d. while transporting hazardous or illegal material;
- e. while transporting any single good weighing 75 pounds or more;
- f. if during the trip the driver leaves the state of Florida; or
- g. while being operated by drivers not registered with:
  - i. the “transportation network company” facilitating the “ride-share activity”; or
  - ii. the “network dispatched delivery company” facilitating the “delivery service activity.”

**G.** 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 while any “motor vehicle” 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.”

This exclusion does not apply to the use of an auto or “motor vehicle” for “ride-share activity” or “delivery service activity” while “you” are operating that “motor vehicle” and are logged into:

- a. a “ride-share application” but is not yet engaged in providing a “prearranged ride”; or
- b. a “delivery service application” but is not yet engaged in providing a “prearranged delivery”;

if, and only if:

- 1. the “motor vehicle” is identified with a “YES” in **Schedule Rideshare Limits** of this endorsement for Collision coverage and Other Than Collision coverage; and
- 2. that same “motor vehicle” is identified on the Declarations as having Rideshare Use coverage and “you” have paid the premium for this coverage when due.

For the avoidance of doubt, if the “motor vehicle” is not identified with a “YES” or “NO” in **Schedule A** of this endorsement for Collision coverage and Other Than Collision coverage, it is considered a “NO,” and means that no Rideshare Use coverage is afforded under this policy.

## **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 a “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.”

## **Rideshare Exclusion Part III.**

### **Additional Exclusions**

In no event shall coverage under this **PART IV**, including “our” duty to defend, apply to any loss or damage, regardless of whether the policy includes Rideshare Use coverage, if loss or damage is sustained during “ride-share activity” or “delivery service activity” arising out of the use of any “motor vehicle”:

- a. having a gross vehicle weight (GVW) of 12,001 pounds or more;
- b. designed to carry more than 8 passengers (including the driver);
- c. while towing a trailer;
- d. while transporting hazardous or illegal material;
- e. while transporting any single good weighing 75 pounds or more;
- f. if during the trip the driver leaves the state of Florida; or
- g. while being operated by drivers not registered with:
  - i. the “transportation network company” facilitating the “ride-share activity”; or
  - ii. the “network dispatched delivery company” facilitating the “delivery service activity.”

## **H. The following is added to end of **OTHER INSURANCE** in **PART IV: COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO”**.**

Any insurance “we” provide for a “motor vehicle” while being used for a “prearranged ride” will be excess over any coverage provided by a “transportation network company.”

Any insurance “we” provide for a “motor vehicle” while being used for a “prearranged delivery” will be excess over any coverage provided by a “network dispatched delivery company.”

“Your” deductible and all applicable deductibles under this policy remain the same regardless of any other collectible source of recovery.