

Automobile Policy Amendment Nevada

Policy Number:

Your policy is amended as follows:

SECTION I - LIABILITY COVERAGES DEFINITIONS

The following definition is revised as follows:

13. You and your means the named insured as shown on the declarations page or, if a resident of the same household, his or her spouse or registered domestic partner. As used throughout this Policy, spouse includes a registered domestic partner.

The following definitions are added:

- **14.** *Personal vehicle sharing program* means a business, organization, network or group facilitating the sharing of private passenger motor vehicles for use by individuals or businesses.
- 15. **Ride-sharing** means the use of any vehicle by any **insured** in connection with a **transportation network company** from the time an **insured** logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an **insured** logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).
- **16.** *Transportation network company* means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

EXCLUSIONS

The following exclusion is revised:

- **18.** Section I does not apply to any vehicle:
 - (a) used to carry persons or property for compensation or a fee; or
 - (b) while being used for *ride-sharing*.

However, a vehicle used in an ordinary car pool is covered.

The following exclusion is added:

19. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a *personal vehicle sharing program*.

SECTION II - AUTO MEDICAL PAYMENTS

PAYMENTS WE WILL MAKE

The first paragraph has been revised as follows:

Under this Coverage, if **bodily injury** is discovered and treated within one year of the date of the accident, we will pay all reasonable expenses actually incurred by an **insured** within three years from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The three year limit does not apply to funeral services.

EXCLUSIONS

The following exclusion is revised:

- 11. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto**:
 - (a) used to carry persons or property for compensation or a fee; or
 - (b) while being used for ride-sharing.

However, a vehicle used in an ordinary car pool is covered.

The following exclusion is added:

12. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a *personal vehicle sharing program*.

LIMIT OF LIABILITY

The following paragraph is added:

ANTI-STACKING

IF ANY INSURED IS IN AN ACCIDENT:

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- (A) IN AN OWNED AUTO WE WILL NOT PAY MORE THAN THE LIMIT OF COVERAGE FOR THAT PARTICULAR OWNED AUTO.
- (B) IN A MOTOR VEHICLE OTHER THAN YOUR OWNED AUTO OR WHILE AS A PEDESTRIAN, WE WILL NOT PAY MORE THAN THE LIMIT OF COVERAGE WHICH YOU HAVE ON ANY ONE OF YOUR OWNED AUTOS.

THIS LIMIT OF COVERAGE APPLIES REGARDLESS OF THE NUMBER OF POLICIES, INSUREDS, YOUR OWNED AUTOS, CLAIMS MADE, OR MOTOR VEHICLES INVOLVED IN THE ACCIDENT.

IN NO EVENT WILL COVERAGES ON MORE THAN ONE MOTOR VEHICLE INSURED BY US BE ADDED OR STACKED.

SECTION III - PHYSICAL DAMAGE COVERAGES

DEFINITIONS

The definitions of *personal vehicle sharing program, ride-sharing* and *transportation network company* under Section I apply to Section III also.

EXCLUSIONS

The following exclusion is revised:

- 18. There is no coverage for any vehicle:
 - (a) used to carry persons or property for compensation or a fee; or
 - (b) while being used for *ride-sharing*.

However, a vehicle used in an ordinary car pool is covered.

The following exclusion is added:

19. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a *personal vehicle sharing program*.

SECTION IV- UNINSURED MOTORISTS COVERAGE

EXCLUSIONS

The following exclusions are added:

- **12.** There is no coverage for **bodily injury** under this Section for any person or organization while an **owned auto** or **non-owned auto**:
 - (a) is being used to carry persons or property for compensation or a fee; or
 - (b) while being used for *ride-sharing*.

However, a vehicle used in an ordinary car pool is covered.

13. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a *personal vehicle sharing program*.

LIMITS OF LIABILITY

Item 4. ANTI-STACKING is revised as follows:

4. ANTI-STACKING

IF YOU OR ANY OTHER INSURED IS IN AN ACCIDENT:

- (A) IN AN INSURED AUTO WE WILL NOT PAY MORE THAN THE LIMIT OF COVERAGE FOR THAT PARTICULAR INSURED AUTO.
- (B) IN A MOTOR VEHICLE OTHER THAN YOUR INSURED AUTO OR WHILE AS A PEDESTRIAN, WE WILL NOT PAY MORE THAN THE LIMIT OF COVERAGE WHICH YOU HAVE ON ANY ONE OF YOUR INSURED AUTOS.

THIS LIMIT OF COVERAGE APPLIES REGARDLESS OF THE NUMBER OF POLICIES, INSUREDS, YOUR INSURED AUTOS, CLAIMS MADE, OR MOTOR VEHICLES INVOLVED IN THE ACCIDENT.

IN NO EVENT WILL COVERAGES ON MORE THAN ONE MOTOR VEHICLE INSURED BY US BE ADDED OR STACKED.

ARBITRATION

This section is replaced in its entirety with the following:

Except as set forth in the last sentence of this paragraph, any dispute arising between any *insured* and us regarding:

- (a) The extent to which the *insured* is legally entitled to recover against an owner or operator of an *uninsured motor vehicle* (i.e., issues of liability); or
- (b) The amount of damages sustained by the *insured*

may be arbitrated, however the outcome of the arbitration is non-binding. Neither the insured nor we will be required

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to arbitrate unless arbitration is expressly required by state law. Arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this coverage in a particular policy, or the application of this coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy. Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

SECTION V - GENERAL CONDITIONS

Item 8. RENEWAL is revised as follows:

8. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to **you**, at the address shown in this policy, at least 30 days prior to the expiration date. The mailing or delivery of this notice by us will be sufficient proof of notice. Written notice will also be provided if **you** refuse to provide us with the renewal classification and rating information as we may require. This policy will expire without notice if any of the following conditions exist:

- (a) **You** do not pay any premium as we require to renew this policy. Failure to pay the required renewal premium when due will mean that **you** have not accepted our offer to renew the policy.
- (b) You have informed us or our agent that you wish the policy to be canceled or not renewed.
- (c) You do not accept our offer to renew.

We affirm this amendment.

W. C. E. Robinson Secretary William E. Roberts
President

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