

Amendment of Policy Provisions -Nevada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

I. Under the **DEFINITIONS APPLICABLE TO ALL COVERAGES**, the definition of “*minimum limits*” is replaced by:

12. “*Minimum limits*” refers to the following limits of liability to be provided under an automobile liability insurance policy, as required by Nevada law, if liability coverage under this policy is provided on a split limit basis or the minimum amounts of uninsured and underinsured motorist insurance required under Nevada law when “*minimum limits*” is used in **Part III** of this policy:
- A. \$25,000 for each person, subject to \$50,000 for each “*accident*”, with respect to “*bodily injury*”; and
 - B. \$20,000 for each “*accident*” with respect to “*property damage*”.

II. Under **DEFINITIONS APPLICABLE TO ALL COVERAGES**, the following definitions are added:

19. “*Personal vehicle sharing program*” means a system, process or activity, operated or managed by a “*business*”, network, or other entity, that facilitates the sharing of private passenger motor vehicles for noncommercial use by persons, businesses, or other entities.
20. “*Ridesharing*” means the operation of any vehicle by an “*insured*” in connection with a “*transportation network company*” from the time an “*insured*” logs on or signs in to any digital network or software application service that connects a passenger to a driver for the provision of transportation services until the time an “*insured*” completes providing transportation services or an “*insured*” logs out of or signs off any such digital network or software application service. This includes any:
- A. Waiting period when the “*insured*” is logged on or signed in to any digital network or software application service and is available to receive requests for transportation services from potential passengers;
 - B. Period when the “*insured*” is en route to pick up passenger(s); and
 - C. Period when the “*insured*” is transporting passenger(s).
21. “*Transportation network company*” means an entity of any kind that uses a digital network or software application service to connect a passenger to a driver who can provide transportation services to the passenger.

III. Under **PART I: LIABILITY COVERAGE**, provision **1.F.** of the **EXCLUSIONS FOR PART 1: LIABILITY COVERAGE** is replaced by the following:

1. “*We*” have no duty to defend and do not provide Liability Coverage for any “*insured*”:
....
F. For that “*insured’s*” liability arising out of the ownership or operation of any vehicle while it is:
- (1) Used as a public or livery conveyance, or used to carry persons or property for compensation or a fee, including but not limited to the delivery of food, newspapers, magazines, or any other products; or
 - (2) Used for “*ridesharing*”.
- This Exclusion **1.F.** does not apply to shared-expense car pools.

IV. Under **PART I: LIABILITY COVERAGE**, the following provision is added to the section **EXCLUSIONS FOR PART 1: LIABILITY COVERAGE**:

1. “*We*” have no duty to defend and do not provide Liability Coverage for any “*insured*”:
....

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- O. For that *“insured’s”* liability arising out of the ownership, maintenance, or operation of any motor vehicle when it is being shared through a *“personal vehicle sharing program”*. This Exclusion **1.P.** does not apply to shared-expense car pools or the operation of a *“covered auto”* by *“you”* or a *“family member”*.

- V. Under **PART II: MEDICAL AND FUNERAL SERVICES PAYMENTS COVERAGE**, provision **2.** of the **EXCLUSIONS FOR PART II: MEDICAL AND FUNERAL SERVICES PAYMENTS COVERAGE** is replaced by the following:

“We” do not provide Medical and Funeral Services Payments Coverage for any *“insured”* for *“bodily injury”*:

....

- 2. Sustained while *“occupying”* a *“covered auto”* when it is being:
 - A. Used as a public or livery conveyance, or used to carry persons or property for compensation or a fee, including but not limited to the delivery of food, newspapers, magazines, or any other products; or
 - B. Used for *“ridesharing”*.

This Exclusion **2.** does not apply to shared-expense car pools.

- VI. Under **PART II: MEDICAL AND FUNERAL SERVICES PAYMENTS COVERAGE**, the following provision is added to the section **EXCLUSIONS FOR PART II: MEDICAL AND FUNERAL SERVICES PAYMENTS COVERAGE**:

“We” do not provide Medical and Funeral Services Payments Coverage for any *“insured”* for *“bodily injury”*:

....

- 18. Sustained while *“occupying”* any *“covered auto”* that is being operated, maintained or used as part of a *“personal vehicle sharing program”*.

- VII. Under **PART III: UNINSURED AND UNDERINSURED MOTORIST COVERAGE**, provision **1.** of the **EXCLUSIONS FOR PART III: UNINSURED AND UNDERINSURED MOTORIST COVERAGE** is replaced by the following:

- 1. *“We”* do not provide coverage under **Part III** for *“bodily injury”* sustained:
 - A. By an *“insured”* while *“occupying”*, or when struck by, any motor vehicle *“owned”* by that *“insured”* which is not a *“covered auto”* insured for this coverage under this policy. This includes a *“trailer”* of any type used with that vehicle.
 - B. By any *“family member”* while *“occupying”* or when struck by, any motor vehicle *“you” “own”* which is insured for Uninsured or Underinsured Motorist Coverage on a primary basis under any other policy.
 - C. While *“occupying”* a *“covered auto”* when it is being:
 - (1) Used as a public or livery conveyance, or used to carry persons or property for compensation or a fee. This Exclusion **1.C.(1)** includes, but is not limited to, the delivery of food, newspapers, magazines, or any other products.
 - (2) Used for *“ridesharing”*.This exclusion **1.C.** does not apply to shared-expense car pools. This Exclusion **1.C.** applies only to the extent that the limits of liability for this coverage exceed the limits of liability required by the financial responsibility law of the State of Nevada.
 - D. While *“occupying”* any vehicle that is being operated, maintained or used as part of a *“personal vehicle sharing program”*. This Exclusion **1.D.** applies only to the extent that the limits of liability

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for this coverage exceed the limits of liability required by the financial responsibility law of the State of Nevada.

VIII. Under **PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO**, provision **1.** of the **EXCLUSIONS FOR PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO** is replaced by the following:

“*We*” will not provide coverage for:

1. “*Loss*” to any “*covered auto*” or any “*non-owned auto*” that occurs while it is being:
 - A. Used as a public or livery conveyance, or used to carry persons or property for compensation or a fee. This Exclusion **1.A.** includes, but is not limited to the delivery of food, newspapers, magazines or any other products; or
 - B. Used for “*ridesharing*”.This Exclusion **1.** does not apply to shared-expense car pools.

IX. Under **PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO**, the following provision is added to the section **EXCLUSIONS FOR PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO**:

21. “*Loss*” to any motor vehicle while it is being operated, maintained or used as part of personal sharing facilitated by a “*personal vehicle sharing program*”.