

# Amendment Of Policy Provisions - Nevada



It is agreed that:

## I. Definitions

The following is added:

- L. **"Transportation network platform"** means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

## II. Part A - Liability Coverage

Part A is amended as follows:

### EXCLUSIONS

Exclusion A.5. is replaced by the following:

We do not provide Liability Coverage for any **insured**:

5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (A.5.) does not apply:

- a) to a share-the-expense car pool; or
- b) if a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.

Exclusion A.(10). is deleted from the policy.

### OTHER INSURANCE

The **"Other Insurance"** Provision is replaced by the following:

### OTHER INSURANCE

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the **business** of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent.

2. Except as provided in 3. and 4. below, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

3. Any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the **business** of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

motor vehicles. This applies only if an **insured**:

- a. Is operating the vehicle; and
- b. Is neither the person engaged in such **business** nor that person's employee or agent.

4. If the vehicle you do not own is a rental private passenger automobile, the following priorities of recovery apply:

<b>FIRST PRIORITY</b>	Any source of recovery purchased as an option from the owner of the rental or private passenger automobile.
<b>SECOND PRIORITY</b>	Any policy affording Liability Coverage to the <b>insured</b> as a named insured or <b>family member</b> .
<b>THIRD PRIORITY</b>	Any policy affording Liability Coverage to the owner of the rental private passenger automobile.

5. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

### III. PART B - MEDICAL PAYMENTS COVERAGE

#### EXCLUSIONS

Exclusion 2. is replaced by the following:

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

2. Substained while **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (2.) does not apply:

- a) to a share-the-expense car pool; or
- b) if a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.

### IV. Part C - Uninsured Motorist Coverage

#### INSURING AGREEMENT

Paragraph C of Part C "Uninsured Motor Vehicle" is replaced by the following:

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
- 1. To which no bodily injury liability bond or policy applies at the time of the accident.
  - 2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for **bodily injury** under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages.
  - 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
    - a. You or any **family member**;
    - b. A vehicle which you or any **family member** are **occupying**; or
    - c. **Your covered auto**.
  - 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
    - a. Denies coverage; or
    - b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

- 1. Owned by or furnished or available for the regular use of you or any **family member**.
- 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except:
  - a. A self-insurer which is or becomes insolvent; or
  - b. A self-insurer which is a governmental unit or agency.

3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

## EXCLUSIONS

Exclusion B is replaced by the following:

**B.** We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:

1. If that **insured** or the legal representative settles the **bodily injury** claim without our consent. However, this Exclusion (B.1.) does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of **uninsured motor vehicle**.
2. While **occupying your covered auto** when it is being used as public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (B.2.) does not apply:

- a) to a share-the-expense car pool; or
  - b) if a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.
3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (B.3.) does not apply to a **family member** using **your covered auto** which is owned by you.

The **ARBITRATION** Provision is replaced by the following:

## ARBITRATION

If we and an **insured** do not agree:

1. Whether that **insured** is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that **insured**;

from the owner or operator of an **uninsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

The **insured** may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrators will not be binding.

## V. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

### EXCLUSIONS

Exclusion 1. is replaced by the following:

We will not pay for:

1. Loss to **your covered auto** or any **nonowned auto** which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** or any **nonowned auto** is being used by any person who is logged into a

**transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (1.) does not apply:

- a) to a share-the-expense car pool; or
- b) if a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.

## VI. PART F - GENERAL PROVISIONS

The **Termination** Provision is amended as follows:

### TERMINATION

**A. Cancellation** is replaced by the following:

#### **A. Cancellation**

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance notice of the date cancellation is to take effect.
- 2. We may cancel by mailing by first class mail or certified mail to the named insured shown in the Declarations at the address last known by us:
  - a. At least 10 days notice;
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy, or
  - b. At least 30 days notice in all other cases.
- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses **your covered auto**;  
has been suspended or revoked. This must have occurred:
      - (1) During the policy period; or
      - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
  - c. If the policy was obtained through material misrepresentation.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.