



Lyft, Inc. – State of New York

Certificate of Insurance: Driver Mode

Policy Number: 01230832

Policy Period: 10/01/2022 – 10/01/2023

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROGRESSIVE COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: United Financial Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Lyft, Inc. 185 Berry St., Suite 5000 San Francisco, CA 94107	NAIC # 11770

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			01230832	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ 75,000 \$ 150,000 \$ 25,000 \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Designated TNC driver is a "transportation network company driver" that is operating a motor vehicle in connection with the named insured's "TNC" operations and is logged into the "digital network" but is not engaged in a "TNC prearranged trip".

This policy is in compliance with the financial responsibility requirements of Vehicle and Traffic Law section 1693(2)(a) and regulations promulgated thereunder but does not provide coverage as provided under Vehicle and Traffic Law section 1693(3)(a).

CERTIFICATE HOLDER**CANCELLATION**

Designated TNC Drivers	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY PROGRESSIVE COMMERCIAL		NAMED INSURED Lyft, Inc. 185 Berry St., Suite 5000 San Francisco, CA 94107	
POLICY NUMBER 01230832		EFFECTIVE DATE: 10/01/2022	
CARRIER United Financial Casualty Company	NAIC CODE 11770		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Coverage afforded by the policy referenced herein may be excess over any valid and collectible commercial auto policy or personal auto policy pursuant to the New York Vehicle and Traffic Law Article 44-B.

In the event of any change in, or cancellation of the policy, the Company will mail or deliver notice to the first Named Insured, who is responsible under the terms of the Policy to notify all Certificate Holders. Failure of the first Named Insured to properly notify Certificate Holders shall impose no obligation or liability upon the Company.

In the event of cancellation of coverage for the Certificate Holders by the Company for any of the reasons specified in the Transportation Network Company Commercial Auto Policy, Form Z947 NY (04/20), the Company will provide notice to the first Named Insured and all Certificate Holders.

In the event of cancellation of coverage for the Certificate Holder(s) by the first Named Insured, the first Named Insured will provide notice to all the Certificate Holders.

Additional Coverages

Insurance coverage(s)	Limits	Deductible
Uninsured Motorist Bodily Injury	\$25,000 each person/\$50,000 each accident	
Mandatory Personal Injury Protection	Included as further described in the policy	
Aggregate No-Fault Benefits Available	Included as further described in the policy	



Lyft, Inc. – State of New York

Automobile Liability Policy: Driver Mode

Policy Number: 01230832

Policy Period: 10/01/2022 – 10/01/2023

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Policy number: 01230832

Underwritten by:
United Financial Casualty Company
August 12, 2022
Policy Period: October 1, 2022 – October 1, 2023

Named insured
Lyft, Inc.
185 Berry St., Suite 5000
San Francisco, CA 94107

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

Your coverage begins on October 1, 2022 at 12:01 a.m. Pacific time. This policy period ends on October 1, 2023 at 12:01 a.m. Pacific time.

Premium payment information:

Initial premium due and payable at inception of policy period: [REDACTED]

Estimated total premium: [REDACTED]

The estimated total premium is subject to change based on the monthly reports you provide to us. A separate invoice will issue to you each month with the amount of premium due and payable.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form Z947NY (04/20). The contract is modified by 8610TNCBK (07/19), 8610TNCDR (07/19), 8610TNCGE (07/19), Z904 (05/17), Z907TNCOTNY (07/19), Z907TNCNOTNY (07/19), Z934TNCNNY (07/19), and Z935TNCNY (07/19).

The named insured organization type is a Corporation.

Outline of coverage

Your insurance policy and any policy endorsements contain a full explanation of your coverage.

Description	Limits	Deductible
Liability To Others		
Bodily Injury Liability	\$75,000 each person/\$150,000 each accident	
Property Damage Liability	\$25,000 each accident	
Uninsured Motorist Bodily Injury	\$25,000 each person/\$50,000 each accident	
Supplementary Uninsured/Underinsured Motorist	Rejected	
Mandatory Personal Injury Protection	\$50,000	
Death Benefit	\$2,000	

Maximum Monthly Work Loss	\$2,000
Other Reasonable and Necessary Expenses	\$25 each day
Aggregate No-Fault Benefits Available	\$50,000
Additional PIP-Out of State Guest	Rejected
Additional PIP-Full	Rejected
Optional Basic Economic Loss	Rejected

Additional Insured information

Additional Insured	Lyft, Inc. and its subsidiaries 185 Berry St., Suite 5000 San Francisco, CA 94107
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Company officers

Secretary

This policy is in compliance with the financial responsibility requirements of Vehicle and Traffic Law section 1693(2)(a) and regulations promulgated thereunder; but does not provide coverage as provided under Vehicle and Traffic Law section 1693(3)(a).

NEW YORK

TRANSPORTATION NETWORK COMPANY COMMERCIAL AUTO POLICY

Underwritten by United Financial Casualty Company

PLEASE READ YOUR POLICY AGREEMENT CAREFULLY.

Provisions of this Agreement and its endorsements restrict coverage. Be certain you understand all of the coverage terms, the exclusions, and your rights and duties.

This booklet contains Form Z947 NY (04/20).

PROGRESSIVE[®]

NEW YORK
TRANSPORTATION NETWORK COMPANY
COMMERCIAL AUTO POLICY

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COMMERCIAL AUTO POLICY

If **you** pay **your** premium when due, **we** will provide the insurance described in this policy.

DUTIES IN THE EVENT OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must report, as soon as reasonably possible, each **accident** or **loss** even if **you** or the person seeking coverage is not at fault.

You or any person seeking coverage must also obtain and provide **us** the names and addresses of all persons involved in the **accident** or **loss**, including all **passengers**, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved if known and available to **you** or the person seeking coverage.

After an **accident** or **loss**, **you** must provide **us** with the following as soon as reasonably possible, if known and available to **you**:

1. appropriate data from **your digital network** pertaining to the **loss**;
2. information pertaining to whether or not the driver of the **TNC vehicle** was **available to receive service requests** at the time of the **accident** or **loss**; and
3. the locations of the **accident** or **loss** and the current garaging location.

If **you** or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the **accident**, or if theft or vandalism has occurred, **you** or the person seeking coverage must notify the police within 24 hours or as soon as practicable.

Failure to give any notice required to be given in this policy within the time prescribed will not invalidate a claim made by **you** or a person seeking coverage unless **our** interests are prejudiced. Any such prejudice, however, will not invalidate that claim if it is shown not to have been reasonably possible to give notice within the time prescribed and that notice was given as soon as reasonably possible thereafter.

With respect to a claim arising out of death or personal injury sustained by any person, if **we** disclaim liability or deny coverage based upon the failure to provide timely notice, then **you** or a person seeking coverage may maintain an action directly against **us**. The sole question in such action will be **our** disclaimer or denial based on the failure to provide timely notice. The right to maintain an action directly against **us** will not apply if, within 60 days following such disclaimer or denial, **you** or **we** initiate an action that seeks a declaration of the rights of the parties under this policy and names the injured person or other person seeking coverage.

You must:

1. cooperate with **us** in any matter concerning a claim or lawsuit, including providing **us** with information regarding the driver's use of any other **transportation network company** applications at the time of the **accident** or **loss**; and

2. as soon as reasonably possible, call **us** to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to any claim or lawsuit.

A **TNC driver** and any other natural person seeking coverage must:

1. cooperate with **us** in any matter concerning a claim or lawsuit, including providing **us** with information regarding the driver's use of any other **transportation network company** applications at the time of the **accident** or **loss**;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any person claiming coverage, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
4. as soon as reasonably possible, call **us** to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to any claim or lawsuit;
5. attend hearings and trials as **we** require;
6. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require;
7. authorize **us** to obtain medical records that are reasonably related to the cause of **loss** or the injuries being asserted and other pertinent records; and
8. allow **us** to have the damage to a **TNC vehicle** or other vehicle involved in the **accident** or **loss** inspected and appraised before its repair or disposal.

GENERAL DEFINITIONS

The words and phrases below, whether in the singular, plural or possessive, have the following special meanings when appearing in boldface type in this policy, and in endorsements issued in connection with this policy, unless specifically modified.

1. "**Accident**" means a sudden, unexpected and unintended event that causes **bodily injury** or **property damage**.
2. "**Auto**" means a land motor vehicle:
 - a. of the private passenger, pickup body, or cargo van type;
 - b. designed for operation principally upon public roads;
 - c. with at least four wheels; and
 - d. with a seating capacity of eight or fewer passengers, including the driver.

However, **auto** does not include step-vans, parcel delivery vans, or cargo cut-away vans or other vans with cabs separate from the cargo area.

It does not include **mobile equipment**.

3. "**Available to receive service requests**" or "**Period 1**" means the operation of any **TNC vehicle** while the **TNC driver** is logged into **your digital network** and is not engaged in a **TNC prearranged trip**.

4. **“Bodily injury”** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
5. **“Declarations”** or **“declarations page”** means the document prepared by **us** listing **your** policy information, which may include the types of coverage **you** have elected and the limit for each coverage.
6. **“Digital network”** means any system or service offered or utilized by a **transportation network company** that enables **TNC prearranged trips** with **transportation network company drivers**.
7. **“Insured driver,” “TNC driver,”** or **“transportation network company driver”** means an individual who:
 - a. receives connections to potential **passengers** and related services from a **transportation network company** in exchange for payment of a fee to the **transportation network company**; and
 - b. uses a **TNC vehicle** to offer or provide a **TNC prearranged trip** to **transportation network company passengers** upon connection through a **digital network** controlled by a **transportation network company** in exchange for compensation or payment of a fee.
8. **“Loss”** means sudden, direct and accidental loss or damage.
9. **“Mobile equipment”** means any of the following types of land vehicles, including, but not limited to, any attached machinery or equipment:
 - a. Bulldozers, farm implements and machinery, forklifts, and other vehicles designed for use principally off public roads;
 - b. Vehicles **you** use solely on premises **you** own or rent and on accesses to public roads from these premises;
 - c. Any vehicle that travels on crawler treads, or that does not require licensing in the state in which **you** live or **your** business is licensed;
 - d. Vehicles, whether self-propelled or not, used primarily to provide mobility to permanently attached:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are used primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers; or
 - f. Vehicles not described in Paragraphs a., b., c., or d. above that are self-propelled and used primarily for purposes other than transportation of persons or cargo.

However, **mobile equipment** does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state or province where it is licensed or principally garaged.

10. **“Occupying”** means in, entering, or exiting.
11. **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
12. **“Prearranged service,” “TNC prearranged trip,” “trip,” or “Period 2”** means the provision of transportation by a **transportation network company driver** to a **passenger** provided through use of a **TNC’s digital network**:
 - a. beginning when a **transportation network company driver** accepts a **passenger’s** request for a **trip** through a **digital network** controlled by a **transportation network company**;
 - b. continuing while the **transportation network company driver** transports the requesting **passenger** in a **TNC vehicle**; and
 - c. ending when the last requesting **passenger** departs from the **TNC vehicle**.

“Prearranged service,” “TNC prearranged trip,” “trip,” or “Period 2” does not include transportation provided through any of the following:

- a. shared expense carpool or vanpool arrangements, including those as defined in section 158-b of Title I, Article 1 of the New York Vehicle and Traffic Law; and
 - b. use of a taxicab, livery, luxury limousine, or other for-hire vehicle, as defined in section 158-b of Title I, Article 1 of the New York Vehicle and Traffic Law, section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law.
13. **“Property damage”** means physical damage to, destruction of, or loss of use of, tangible property.
 14. **“Transportation network company” or “TNC”** means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to Article 44-B of the New York Vehicle and Traffic Law and is operating in New York state exclusively using a **digital network** to connect **transportation network company passengers** to **transportation network company drivers** who provide **TNC prearranged trips**.
 15. **“Transportation network company passenger” or “passenger”** means a person or persons who use a **transportation network company’s digital network** to connect with a **transportation network company driver** who provides **TNC prearranged trips** to the **passenger** in the **TNC vehicle** between points chosen by the **passenger**.

16. “**Transportation network company vehicle**” or “**TNC vehicle**” means a vehicle that is:
- used by a **transportation network company driver** to provide a **TNC pre-arranged trip** originating within the state of New York; and
 - owned, leased, or otherwise authorized for use by the **transportation network company driver**.
- Such terms shall not include:
- a taxicab, as defined in section 148-a of Title I, Article 1 of the New York Vehicle and Traffic Law, section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
 - a livery vehicle, as defined in section 121-e of Title I, Article 1 of the New York Vehicle and Traffic Law, or as otherwise defined in local law;
 - a black car, limousine, or luxury limousine, as defined in section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
 - a for-hire vehicle, as defined in section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
 - a bus, as defined in section 104 of Title I, Article 1 of the New York Vehicle and Traffic Law;
 - any motor vehicle weighing more than 6,500 pounds unloaded;
 - any motor vehicle having a seating capacity of more than seven passengers; and
 - any motor vehicle subject to section 370 of Title III, Article 8 of the New York Vehicle and Traffic Law.
17. “**We**,” “**us**” and “**our**” mean the company providing this insurance as shown on the **declarations page**.
18. “**You**,” “**your**” and “**yours**” refer to the named insured shown on the **declarations page**.

PART I—LIABILITY TO OTHERS

INSURING AGREEMENT—LIABILITY TO OTHERS

Subject to the Limits of Liability, if **you** pay the premium for liability coverage for the **TNC vehicle** involved, **we** will pay damages, other than punitive or exemplary damages, for **bodily injury** and **property damage** for which an **insured** becomes legally responsible because of an **accident** arising out of the ownership, maintenance or use of a **TNC vehicle** while operating in **Period 1**.

We will settle or defend, at **our** option, any claim or lawsuit for damages covered by this Part I. **We** have no duty to settle or defend any lawsuit, or make any additional payments, after the Limit of Liability for this coverage has been exhausted by payment of judgments or settlements.

ADDITIONAL DEFINITION USED IN THIS PART ONLY

When used in Part I—Liability To Others, “**insured**” means:

1. **You** with respect to a **TNC vehicle** while in **Period 1**.
2. A **TNC driver** operating a **TNC vehicle** while in **Period 1**.
3. Any other person operating a **TNC vehicle** while in **Period 1**.
4. Any other person or organization, but only with respect to the legal liability of that person or organization for acts or omissions of any person or entity otherwise covered under this Part I—Liability To Others.

For purposes of this definition, **TNC vehicle** includes:

1. any other vehicle of which the **insured** acquires ownership, leases, or otherwise is authorized to use, provided it replaces the **insured’s TNC vehicle** described in the policy;
2. any motor vehicle, used with the permission of the owner, and not owned by the **insured** or his or her spouse or any resident of the same household, which is temporarily substituted for the **TNC vehicle** while withdrawn from service because of breakdown, servicing, repair, loss, or destruction; or
3. the incidental use of a motor vehicle not owned by the named insured or a member of the **insured’s** household, nor furnished or available for their regular use, provided the actual operation or other actual use thereof is with the permission of the owner and is within the scope of such permission.

ADDITIONAL PAYMENTS

In addition to **our** Limit of Liability, **we** will pay for an **insured**:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment on that part of the judgment that does not exceed **our** Limit of Liability. This payment does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured**. **Our** payment, offer in writing, or deposit in court of that part of the judgment which does not exceed **our** Limit of Liability ends **our** duty to pay interest that accrues after the date of **our** payment, written offer, or deposit;
3. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in a principal amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$2,000 for cost of bail bonds required because of an **accident we** cover. **We** have no duty to apply for or furnish these bonds;
5. reasonable expenses incurred by an **insured** at **our** request, including loss of earnings up to \$250 a day;

6. all court costs taxed against the **insured** in any “suit” against the **insured** we defend; and
7. expenses incurred by a **TNC driver** for first aid to others at the scene of an **accident**.

EXCLUSIONS—PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE FOR AN ACCIDENT OR LOSS WILL NOT BE AFFORDED UNDER THIS PART I—LIABILITY TO OTHERS.

Coverage under this Part I, including **our** duty to defend, does not apply to:

1. **Expected or Intended Injury**
Bodily injury or **property damage** either expected by, or caused intentionally by, or at the direction of, an **insured**, but only in respect to that **insured**.
2. **Contractual**
Any liability assumed by an **insured** under any contract or agreement, other than one of the following:
 - a. the contract between **you** and the **TNC driver** to provide transportation via **your digital network**; or
 - b. a contract or agreement entered into by **you** that is afforded coverage pursuant to an endorsement to this policy.

This exclusion does not apply to liability for damages the **insured** would have in the absence of the contract or agreement, if otherwise covered by this policy.

3. **Worker’s Compensation**
Any obligation for which an **insured** or an insurer of that **insured**, even if one does not exist, may be held liable under workers’ compensation, unemployment compensation, disability benefits law, or any similar law.
4. **Employee Indemnification and Employer’s Liability**
Bodily injury to an employee of any **insured** arising out of or within the course of:
 - a. That employee’s employment by any **insured**; or
 - b. Performing duties related to the conduct of any **insured’s** business.

But this exclusion does not apply to **bodily injury** to a domestic employee of an **insured** if benefits are neither paid nor required to be provided under any workers’ compensation, disability benefits, or similar law, or to liability for **bodily injury** assumed by the **insured** under an **insured contract**. For the purposes of this policy, a domestic employee is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. **War**
Bodily injury or **property damage** due to war, whether declared or undeclared, civil war, or any act or condition incident to these.
6. **Spousal Liability**
Bodily injury to or **property damage** of the spouse of an **insured**. However, **we** will pay all sums an **insured** legally must pay if named as a third-party defendant in a legal action commenced by his or her spouse against another party.

LIMIT OF LIABILITY

We will pay no more than the Limit of Liability shown on the **declarations page** for this coverage for the **TNC vehicle** involved in the **accident** regardless of:

1. the number of premiums paid;
2. the number of **TNC vehicles** insured by this policy;
3. the number of policies issued by **us** to **you**;
4. the number of vehicles or **insureds** involved in an **accident**;
5. the number of claims or lawsuits arising out of an **accident**; or
6. whether the driver of the **TNC vehicle** is **available to receive service requests** in more than one **digital network**, or using more than one passenger program in the same **digital network** at the time of the **accident** or **loss**.

If more than one **TNC vehicle** is involved in the same **accident** or **loss**, each **TNC driver** operating a **TNC vehicle** in that **accident** or **loss**, who is otherwise entitled to coverage under Part I of this policy, will be entitled to a separate limit of liability under Part I of this policy.

Separate Bodily Injury Liability and Property Damage Liability Limits

Because **your declarations page** indicates that separate **bodily injury** liability and **property damage** liability limits apply:

1. The “each person” **bodily injury** liability limit listed on the **declarations page** applies to the total of all claims made for **bodily injury** to a person and all claims of others arising from such **bodily injury**, including, but not limited to, bystander claims, emotional injury or mental anguish resulting from the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.
2. Subject to the **bodily injury** liability limit for “each person,” the “each accident” **bodily injury** liability limit listed on the **declarations page** applies to the total of all claims made for **bodily injury** to two or more persons in any one **accident** and all claims of others arising from such **bodily injury**, including, but not limited to, bystander claims, emotional injury, or mental anguish resulting from the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.
3. The “each accident” **property damage** liability limit listed on the **declarations page** is the maximum **we** will pay for the aggregate of all **property damage** sustained in any one **accident**.

The Limits of Liability described above for “each person” and for “one person” apply to the total of all claims made for **bodily injury** to a person and all claims of others derived from such **bodily injury**, including, but not limited to, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

The Limit of Liability for **bodily injury** that results in the death of two or more persons in any one **accident** includes the total of all claims made for such **bodily injury** and all claims of others derived from such **bodily injury**, including, but not limited to, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

For the purpose of determining **our** Limit of Liability above, all **bodily injury** or **property damage** resulting from continuous or repeated exposure to substantially the same event shall be considered as resulting from one **accident**.

Any amount payable under Part I—Liability To Others to or for an injured person will be reduced by any payment made to that person under any Uninsured Motorist Coverage or Mandatory Personal Injury Protection Coverage provided by this policy.

OTHER INSURANCE

We shall not be liable for a greater proportion of the loss than the applicable limit of liability of the policy bears to the total applicable limit of liability of all other valid and collectible insurance covering the **insured** against such loss; provided, however, with respect to a **TNC vehicle** the insurance shall be excess insurance over any other valid and collectible insurance.

PART II—DAMAGE TO AN AUTO

Coverage not provided.

PART III—UNINSURED MOTORIST COVERAGE

UNINSURED MOTORIST COVERAGE

We, the Company, agree with **you**, as the named insured, in return for the payment of the premium for this coverage to provide **you** with Uninsured Motorist (UM) Coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

1. **Damages for Bodily Injury Caused by Uninsured Motor Vehicles.** **We** will pay all sums which the **insured**, as defined herein, or the **insured’s** legal representative, shall be legally entitled to recover as damages from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by the **insured** in an **accident** arising out of the ownership, maintenance or use of a **TNC vehicle** while **available to receive service requests** and caused by such **uninsured mo-**

tor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits, and other provisions of this Part III; provided, for the purposes of this coverage, determination as to whether the **insured** or the **insured's** representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** or the **insured's** representative and **us** or, if they fail to agree, by arbitration.

2. **Definitions.** For purposes of this Part III, the following terms shall have the following meanings:

(a) **Insured.** The unqualified term "**insured**" means:

- (1) **You**;
- (2) Any **TNC driver** operating a **TNC vehicle** who has entered into a contract with **you** to provide transportation via **your digital network**;
- (3) Any other person while **occupying** a **TNC vehicle** as a **passenger**; and
- (4) Any person, with respect to damages such person is entitled to recover because of **bodily injury** to which this coverage applies sustained by an **insured** under subparagraphs (1), (2), or (3) above.

(b) **Uninsured Motor Vehicle.** The term "**uninsured motor vehicle**" means a motor vehicle that through its ownership, maintenance or use, results in **bodily injury** to an **insured**, and for which:

- (1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the **accident**;
- (2) Neither the owner nor driver can be identified, including a **hit-and-run motor vehicle**, and which causes **bodily injury** to an **insured** by physical contact with the **insured** or with a motor vehicle **occupied** by the **insured** at the time of the **accident**, provided that:
 - (i) The **insured** or someone on the **insured's** behalf shall have reported the **accident** within 24 hours or as soon as reasonably possible to a police, peace or judicial officer, or to the Commissioner of Motor Vehicles, and shall have filed with **us** a statement under oath that the **insured** or the **insured's** legal representative has a cause or causes of action arising out of such **accident** for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (ii) At **our** request, the **insured** or the **insured's** legal representative makes available for inspection the motor vehicle the **insured** was **occupying** at the time of the **accident**; or
- (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the **accident**, but:
 - (i) The amount of such insurance coverage or bond is less than the UM limits of this policy; or
 - (ii) The **insurer** writing such insurance coverage or bond denies coverage.
- (4) The term "**uninsured motor vehicle**" does not include a motor vehicle that is:
 - (i) **Insured** under the liability coverage of this policy; or

- (ii) Owned by the **TNC driver**; or
 - (iii) Self-insured within the meaning of the financial responsibility law of the **state** in which the motor vehicle is registered, or any similar **state** or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the UM limits of this policy; or
 - (iv) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
 - (v) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler treads; or
 - (vi) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.
- (c) **Hit-and-Run Motor Vehicle.** The term “**hit-and-run motor vehicle**” means a motor vehicle which causes **bodily injury** to an **insured** arising out of physical contact of such motor vehicle with the **insured** or with a motor vehicle which the **insured** is **occupying** at the time of the **accident**, provided:
- (1) there cannot be ascertained the identity of either the operator or the owner of such “**hit-and-run motor vehicle**”;
 - (2) the **insured** or someone on his or her behalf shall have reported the **accident** within 24 hours or as soon as reasonably possible to a police, peace or judicial officer, or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the **insured** or his or her legal representative has a cause or causes of action arising out of such **accident** for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (3) at **our** request, the **insured** or his or her legal representative makes available for inspection the motor vehicle which the **insured** was **occupying** at the time of the **accident**.
- (d) **Bodily Injury.** The term “**bodily injury**” means bodily harm, including sickness, disease or death resulting therefrom.
- (e) **Occupying.** The term “**occupying**” means in, upon, entering into, or exiting from a motor vehicle.
- (f) **State.** The term “**state**” includes the District of Columbia, a territory or possession of the United States, and a province of Canada.
3. **Territory.** The coverage provided by this Part III applies only to **accidents** which occur within the State of New York.

EXCLUSIONS

This UM coverage does not apply:

- 1. To **bodily injury** to an **insured** while operating a motor vehicle in violation of an order of suspension or revocation; or to care or loss of services recoverable by an **insured** because of such **bodily injury** so sustained.

2. To **bodily injury** to an **insured**, or care or loss of services recoverable by an **insured**, with respect to which such **insured**, the **insured's** legal representatives, or any person entitled to payment under this UM coverage shall, without **our** written consent, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor, but this provision shall be subject to Condition 8 of this Part III.
3. To **bodily injury** to an **insured** incurred while **occupying** a motor vehicle owned by that **insured**, if such motor vehicle is not **insured** for at least the minimum bodily injury liability limits and UM limits required by law by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
4. So as to inure directly or indirectly to the benefit of any workers' compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers' compensation or disability benefits law or any similar law.
5. For non-economic loss, resulting from **bodily injury** to an **insured** and arising from an **accident** in New York State, unless the **insured** has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.
6. To **bodily injury** to an **insured** incurred while, pursuant to Article 44-B of the New York Vehicle and Traffic Law, the motor vehicle is used by a **TNC driver** while the driver provides a **TNC prearranged trip**.

CONDITIONS

1. **Policy Provisions.** None of the Insuring Agreements, Exclusions, or Conditions of the policy shall apply to this UM coverage except "Your Duties," "Fraud Or Misrepresentation," "Cancellation," "Cancellation Refund," and "Nonrenewal" if applicable.
2. **Notice and Proof of Claim.** Within 90 days or as soon as practicable, the **insured** or other person making claim shall give **us** written notice of claim under this Part III.

As soon as practicable after **our** written request, the **insured** or other person making any claim shall give **us** written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details **we** need to determine the UM amount payable hereunder.

The **insured** and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person named by **us** and subscribe the same. Proof of claim shall be made upon forms **we** furnish unless **we** fail to furnish such forms within 15 days after receiving notice of claim.

3. **Medical Reports.** The injured person shall submit to physical examinations by physicians **we** select when and as often as **we** may reasonably require. The **insured**, or in the event of the **insured's** incapacity, such **insured's** legal representative, or in the event of the **insured's** death, the **insured's** legal representative or the person or persons entitled to sue therefor, shall upon **our** request authorize **us**, when and as often as **we** may reasonably require, to obtain relevant medical reports and copies of records.

4. **Notice of Legal Action.** If the **insured** or such **insured's** legal representative brings any lawsuit against any persons or organizations legally responsible for the use of a motor vehicle involved in the **accident**, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to **us** by the **insured** or the **insured's** legal representative.
5. **UM Limit of Liability.** The UM limit payable under this Part III shall be:
- (a) The limit of **our** liability for all damages, including damages for care or loss of services, because of **bodily injury** sustained by one person as the result of any one **accident** is \$25,000 per person and, subject to this per person limit, the total limit of **our** liability for all damages, including damages for care or loss of services, because of **bodily injury** sustained by two or more persons, as the result of any one **accident** is \$50,000.
 - (b) If the **bodily injury** results in death, the limit of **our** liability shall be \$50,000 for such **bodily injury** resulting in death sustained by one person as a result of any one **accident** and, subject to this limit for each person, \$100,000 for such **bodily injury** resulting in death sustained by two or more persons as the result of any one **accident**.
 - (c) Any amount payable under the terms of this Part III, including amounts payable for care or loss of services, because of **bodily injury** sustained by one person, shall be reduced by (1) all sums paid to one or more **insureds** on account of such **bodily injury** by or on behalf of (a) the owner or operator of the **uninsured motor vehicle** and (b) any other person or persons jointly or severally liable together with such owner or operator for such **bodily injury**, and (2) all sums paid to one or more **insureds** on account of **bodily injury** sustained in the same **accident** under any insurance or statutory benefit similar to that provided by this Part III.
6. **Other Insurance.**
- (a) **Primary**
Coverage under Part III of this policy will apply on a primary basis for **bodily injury** sustained by the **TNC driver** if there is no other uninsured/underinsured motorist coverage applicable to the **bodily injury** sustained by the **insured driver**.
 - (b) **Excess**
Coverage under Part III of this policy will apply on an excess basis for **bodily injury** sustained by the **insured driver** if there is other uninsured/underinsured motorist coverage applicable to the **bodily injury** sustained by the **insured driver**.
 - (c) **Pro Rata**
If uninsured motorist coverage under more than one policy applies on the same basis, **we** will pay, subject to **our** applicable Uninsured Motorist Coverage Limit of Liability, only **our** share of the damages. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits.

(d) **Non-Duplication**

We will not pay for any damages that would duplicate any damages paid under any other insurance.

7. **Release or Advance.** In **accidents** involving the **insured** and one or more negligent parties, if such **insured** settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after 30 calendar days actual written notice to **us**, unless within this time period **we** agree to advance such settlement amounts to the **insured** in return for the cooperation of the **insured** in **our** lawsuit on behalf of the **insured**.

We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the **insured** and any additional amounts paid under this UM coverage. Any excess above those amounts shall be paid to the **insured**.

An **insured** shall not otherwise settle with any negligent party, without **our** written consent, such that **our** rights would be impaired.

8. **Non-Duplication.** This UM coverage shall not duplicate any of the following:
- (a) Benefits payable under workers' compensation or other similar laws;
 - (b) Non-occupational disability benefits under Article 9 of the Workers' Compensation Law or other similar law;
 - (c) Any amounts recovered or recoverable pursuant to Article 51 of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
 - (d) Any valid or collectible motor vehicle medical payments insurance; or
 - (e) Any amounts recovered as **bodily injury** damages from sources other than motor vehicle bodily injury insurance policies or bonds.
9. **Arbitration.** If **we** do not agree with the **insured** or the **insured's** representative making claim hereunder that the **insured** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** to the **insured**, or do not agree as to the amount of payment which may be owed under this Part III, then, upon written demand of either the claimant or **us**, the matter or matters upon which **we** do not agree with such person shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association prescribed or approved by the Superintendent of Financial Services for this purpose. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and **we** each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this Part III.
10. **Subrogation.** If **we** make a payment under this UM coverage, **we** have the right to recover the amount of this payment from any person legally responsible for the **bodily injury** or loss of the person to whom, or for whose benefit such payment was made to the extent of the payment. The **insured** or any person acting

on behalf of the **insured** must do whatever is necessary to transfer this right of recovery to **us**. Except as permitted by Condition 8, such person shall do nothing to prejudice this right.

11. **Payment of Loss by Company.** We shall pay any amount due under this Part III to the **insured** or, at **our** option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
12. **Action Against Company.** No lawsuit shall lie against **us** unless, as a condition precedent thereto, the **insured** or the **insured's** legal representative has first fully complied with all the terms of this Part III.
13. **Assignment.** Assignment of interest under this Part III shall not bind **us** until **our** consent is endorsed hereon.
14. **Policy Period—Termination.** This UM coverage applies only to **accidents** which occur on and after the effective date hereof and during the policy period and shall terminate upon termination of the policy of which it forms a part.

PART IV—PERSONAL INJURY PROTECTION COVERAGE

MANDATORY PERSONAL INJURY PROTECTION—NEW YORK

The Company agrees with the **named insured** as follows:

Section I

Mandatory Personal Injury Protection

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an **accident** arising out of the **use or operation** of a **motor vehicle** or a **motorcycle** during the policy period and within the United States of America, its territories or possessions, or Canada.

First-Party Benefits

First-party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) amounts recovered or recoverable on account of **personal injury** to an eligible injured person under state or federal laws providing social security disability or workers' compensation benefits, or disability benefits under Article 9 of the New York Workers' Compensation Law; and

- (c) the amount of any applicable deductible, provided that such deductible shall apply to each **accident**, but only to the total of first-party benefits otherwise payable to the **named insured** and any **relative** as a result of that **accident**.

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single **accident** shall not exceed \$50,000, except that any death benefit hereunder shall be in addition thereto.

Medical Expense

Medical expense shall consist of necessary expenses for:

- (a) medical, hospital (including services rendered in compliance with Article 41 of the Public Health Law, whether or not such services are rendered directly by a hospital), surgical, nursing, dental, ambulance, X-ray, prescription drug, and prosthetic services;
- (b) psychiatric, physical, and occupational therapy and rehabilitation;
- (c) any nonmedical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
- (d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that, within one year after the date of the **accident**, it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of Section 5108 of the New York Insurance Law.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of \$2,000 per month for a maximum period of three years from the date of the **accident**:

- (a) loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the **use or operation** of a **motor vehicle** or a **motorcycle**, shall not be entitled to receive first-party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and

- (b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$25 per day for a period of one year from the date of the **accident** causing injury.

Death Benefit

Upon the death of any eligible injured person, caused by an **accident** to which this coverage applies, the company will pay to the estate of such person a death benefit of \$2,000.

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) the **named insured** and any **relative** who sustains **personal injury** arising out of the **use or operation** of any **motor vehicle**;
- (b) the **named insured** and any **relative** who sustains **personal injury** arising out of the **use or operation** of any **motorcycle**, while not **occupying** a **motorcycle**;
- (c) any New York State resident who sustains **personal injury** arising out of the **use or operation** of the **insured motor vehicle** outside of the State of New York while not **occupying** another **motor vehicle**; or
- (d) any other person who sustains **personal injury** arising out of the **use or operation** of the **insured motor vehicle** in the State of New York while not **occupying** another **motor vehicle**.

Exclusions

This coverage does not apply to **personal injury** sustained by:

- (a) the **insured driver** while **occupying**, or while a pedestrian through being struck by, any **motor vehicle** owned by the **insured driver** with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) any **relative** while **occupying**, or while a pedestrian through being struck by, any **motor vehicle** owned by the **relative** with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) the **named insured** or **relative** while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** in New York State, other than the **insured motor vehicle**, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this

- exclusion does not apply to **personal injury** sustained in New York State by the **named insured** or **relative** while **occupying** a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) any person in New York State while **occupying** the **insured motor vehicle** which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a **named insured** or **relative** under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
 - (e) any person while **occupying a motorcycle**;
 - (f) any person who intentionally causes his or her own **personal injury**;
 - (g) any person as a result of operating a **motor vehicle** while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a **motor vehicle** in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable; or
 - (h) any person while:
 - (1) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (2) operating a **motor vehicle** in a race or speed test;
 - (3) operating or **occupying a motor vehicle** known to that person to be stolen; or
 - (4) repairing, servicing or otherwise maintaining a **motor vehicle** if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a **motor vehicle** and the injury occurs on the business premises;
 - (i) the **named insured** or **relative** while not **occupying a motor vehicle** or a **motorcycle** when struck by a **motorcycle** in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;
 - (j) any New York State resident other than the **named insured** or **relative** injured through the **use or operation** of the **insured motor vehicle** outside of New York State if such resident is the owner or a **relative** of the owner of a **motor vehicle** insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;

- (k) any New York State resident other than the **named insured** or **relative** injured through the **use or operation** of the **insured motor vehicle** outside of New York State if such resident is the owner of a **motor vehicle** for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect; and
- (i) any person while, pursuant to Article 44-B of the New York Vehicle and Traffic Law, the **motor vehicle** is used by a **TNC driver** while the driver provides a **TNC prearranged trip**.

Other Definitions

When used in reference to this coverage:

- (a) “**insured motor vehicle**” means a **motor vehicle** while being used by a **TNC driver**, to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) “**motorcycle**” means a vehicle as defined in Section 123 of the New York Vehicle and Traffic Law, and which is required to carry financial security pursuant to Article 6, 8 or 48-A of the Vehicle and Traffic Law;
- (c) “**motor vehicle**” means a **motor vehicle**, as defined in Section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any **motor vehicle** not required to carry financial security pursuant to Article 6, 8 or 48-A of the Vehicle and Traffic Law, or a **motorcycle** as defined above;
- (d) “**named insured**” means the person or organization named on the **declarations page**;
- (e) “**occupying**” means in or upon or entering into or alighting from;
- (f) “**personal injury**” means **bodily injury**, sickness or disease;
- (g) “**relative**” means a spouse, child, or other person related to the **named insured** by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured’s household, including any such person who regularly resides in the household but is temporarily living elsewhere; and
- (h) “**use or operation**” of a **motor vehicle** or a **motorcycle** includes the loading or unloading of such vehicle.

Conditions

Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

Notice. In the event of an **accident**, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the **accident**, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company’s authorized agents, as soon as reasonably practicable, but in no event more than 30 days after the date of the **accident**, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such

time limitation. If an eligible injured person or that person's legal representative institutes a proceeding to recover damages for **personal injury** under Section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or that person's legal representative.

Proof of Claim; Medical, Work Loss, and Other Necessary Expenses. In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable, but in no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable, but in no event later than 90 days after the work loss is incurred or other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person's legal representative shall:

- (a) execute a written proof of claim under oath;
- (b) as may reasonably be required, submit to examinations under oath by any person named by the Company and subscribe the same;
- (c) provide authorization that will enable the Company to obtain medical records; and
- (d) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.

Arbitration. In the event any person making a claim for first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Reimbursement and Trust Agreement. To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for **personal injury** under Section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

- (a) hold in trust, for the benefit of the Company, all rights of recovery which that person shall have for **personal injury** under Section 5104(b) of the New York Insurance Law;

- (b) do whatever is proper to secure, and shall do nothing to prejudice, such rights; and
- (c) execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under Section 5104(b) of the New York Insurance Law, except:

- (a) with the written consent of the Company;
- (b) with approval of the court; or
- (c) where the amount of the settlement exceeds \$50,000.

Other Coverage. Where more than one source of first-party benefits required by Article 51 of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one **accident**, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.

If the eligible injured person is entitled to benefits under any such mandatory first-party motor vehicle or no-fault motor vehicle insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault motor vehicle insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the \$50,000, or \$75,000 if Optional Basic Economic Loss (OBEL) coverage is purchased, limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

Section II

Excess Coverage

If motor vehicle medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any Mandatory PIP, OBEL, or Additional PIP benefits paid or payable, or which would be paid or payable but for the application of a deductible, under this or any other motor vehicle no-fault insurance policy.

Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such act or any amendment is deemed to be invalid or unenforceable in whole or in part.

NOTE: THE FOLLOWING APPLIES ONLY IF **YOU** PAY THE PREMIUM FOR OPTIONAL BASIC ECONOMIC LOSS COVERAGE.

OPTIONAL BASIC ECONOMIC LOSS COVERAGE—NEW YORK

The Company agrees with the **named insured**, subject to all the provisions, exclusions and conditions of the MANDATORY PERSONAL INJURY PROTECTION COVERAGE—NEW YORK not expressly modified in this Part IV, as follows:

The definition of Basic Economic Loss contained in the MANDATORY PERSONAL INJURY PROTECTION COVERAGE—NEW YORK is replaced by the following:

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any **loss** sustained on account of death. Basic economic loss of each eligible injured person on account of any single **accident** shall not exceed \$75,000, the last \$25,000 of which represents optional basic economic loss coverage, payable after the first \$50,000 of basic economic loss has been exhausted, that the eligible injured person or that person's legal representative may specify will be applied to one of the following four options:

- (a) basic economic loss;
- (b) loss of earnings from work;
- (c) psychiatric, physical, or occupational therapy and rehabilitation; or
- (d) a combination of options (b) and (c).

Any death benefit hereunder shall be in addition thereto.

Exclusion (c) set forth in the MANDATORY PERSONAL INJURY PROTECTION COVERAGE—NEW YORK is replaced by the following:

- (c) the **named insured** or **relative** while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** in New York State, other than the **insured motor vehicle**, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to:
- (1) the Optional Basic Economic Loss coverage provided under this coverage, unless OBEL coverage is provided by the policy covering the other **motor vehicle**; or
 - (2) to **personal injury** sustained in New York State by the **named insured** or **relative** while **occupying** a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus.

Election

Election of the OBEL option shall be made by the eligible injured person or that person's legal representative after such person has incurred expense aggregating \$30,000 in basic economic loss and after receiving the required notices from the Company that an OBEL election may be made. Failure of the eligible injured person or that person's legal representative to respond to the second notice within 15 calendar days after its mailing shall be considered an election by the eligible injured person to apply OBEL coverage to all elements of basic economic loss. Once made by the eligible injured person or that person's legal representative, an OBEL election cannot be changed. However, if claims payable under OBEL coverage have not yet been received by the Company, an eligible injured person who has failed to respond to the second notice in a timely manner may make an election.

Notice

If OBEL coverage is payable under this policy, but Mandatory PIP is being paid under a policy covering another **motor vehicle**, then the **named insured** or **relative** shall notify the Company no later than 90 days after Mandatory PIP benefits under that other policy have been exhausted. The Company shall then send its OBEL election notice.

NOTE: THE FOLLOWING APPLIES ONLY IF **YOU** PAY THE PREMIUM FOR ADDITIONAL PERSONAL INJURY PROTECTION COVERAGE.

ADDITIONAL PERSONAL INJURY PROTECTION—NEW YORK

The Company agrees with the **named insured**, subject to all of the provisions, exclusions and conditions of the MANDATORY PERSONAL INJURY PROTECTION COVERAGE—NEW YORK not expressly modified in this coverage as follows:

Additional Personal Injury Protection

The Company will pay additional first-party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an **accident** arising out of the **use or operation** of a **motor vehicle** or a **motorcycle** during the policy period. This coverage only applies to **motor vehicle accidents** within the United States of America, its territories or possessions, or Canada.

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) the **named insured** and any **relative** who sustains **personal injury** arising out of the **use or operation** of any **motor vehicle**;
- (b) the **named insured** and any **relative** who sustains **personal injury** arising out of the **use or operation** of any **motorcycle** while not **occupying** a **motorcycle**;
- (c) any other person who sustains **personal injury** arising out of the **use or operation** of the **insured motor vehicle** while **occupying** the **insured motor vehicle**; or
- (d) any other person who sustains **personal injury** arising out of the **use or operation** of any other **motor vehicle** (other than a public or livery conveyance) while **occupying** such other **motor vehicle**, if such other **motor vehicle** is being operated by the **named insured** or any **relative**.

Exclusions

This coverage does not apply to **personal injury** sustained by:

- (a) any person while **occupying** a **motor vehicle** owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) any person while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** owned by the **named insured** with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) any **relative** while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** owned by such **relative** with respect to which additional personal injury protection coverage is not provided under this policy;
- (d) any New York State resident other than the **named insured** or **relative** injured through the **use or operation** of a **motor vehicle** outside of New York State if such resident is the owner of a **motor vehicle** for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) any person while **occupying** a **motorcycle**;
- (f) any person who intentionally causes his or her own **personal injury**;
- (g) any person as a result of operating a **motor vehicle** while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a **motor ve-**

hicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable;

- (h) any person while:
 - (i) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) operating a **motor vehicle** in a race or speed test;
 - (iii) operating or **occupying a motor vehicle** known to that person to be stolen; or
 - (iv) repairing, servicing, or otherwise maintaining a **motor vehicle** if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a **motor vehicle** and the injury occurs on the business premises; or
- (i) any person while, pursuant to Article 44-B of the New York Vehicle and Traffic Law, the **motor vehicle** is used by a **TNC driver** while the driver provides a **TNC prearranged trip**.

Additional First-Party Benefits

Additional first-party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this Additional Personal Injury Protection Coverage includes such loss of earnings;
- (b) amounts recovered or recoverable on account of **personal injury** to an eligible injured person under state or federal laws providing social security disability or workers' compensation benefits or disability benefits under Article 9 of the New York Workers' Compensation law, which amounts have not been applied to reduce first-party benefits recovered or recoverable under basic economic loss;
- (c) amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this Additional Personal Injury Protection Coverage under any mandatory source of first-party automobile no-fault benefits required by the laws of any state (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) basic economic loss sustained on account of an **accident** occurring within the United States of America, its possessions or territories, or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of Article 6 or 8 of the New York Vehicle and Traffic Law and Article 51 of the New York Insurance Law;
- (b) the difference between:
 - (i) basic economic loss; and
 - (ii) basic economic loss recomputed in accordance with the time and dollar limits shown on the **declarations page**.

Two Or More Motor Vehicles Insured Under This Policy

The limit of liability under this Additional Personal Injury Protection Coverage applicable to injuries sustained by an eligible injured person while **occupying**, or while a pedestrian through being struck by, the **insured motor vehicle** shall be as stated on the **declarations page** for that **insured motor vehicle**. The limit of liability for injuries covered by this Additional Personal Injury Protection Coverage and sustained by an eligible injured person while **occupying**, or while a pedestrian through being struck by, a **motor vehicle**, other than the **insured motor vehicle**, shall be the highest limit stated for this coverage in the **declarations page** for any **insured motor vehicle** under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Non-Duplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this Additional Personal Injury Protection Coverage or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this Additional Personal Injury Protection Coverage (New York) shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this Additional Personal Injury Protection Coverage applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first-party automobile or no-fault automobile insurance for the same elements of loss covered by this Additional Personal Injury Protection Coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amounts available under this coverage and such other optional insurance, for the same elements of loss.

GENERAL PROVISIONS

1. Policy Period and Territory

This policy applies only to **accidents** and **losses** occurring during the policy period shown on the **declarations page** and that occur while the **TNC vehicle** is **available to receive service requests** within the state of New York.

2. Policy Changes

This policy, the **declarations page**, as amended, **your** insurance application, and endorsements to this policy issued by **us** contain the entire insurance policy issued to **you** by **us** for the coverages provided. Subject to the following, its terms may not be changed or waived except by an endorsement issued by **us**.

The premium for this policy is based on information **we** have received from **you** and/or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If the information **you** provided is incorrect, incomplete, or changes during the policy period, **you** agree that **we** may adjust **your** premium during the policy period, or take other appropriate action, including, but not limited to, cancellation or nonrenewal of this policy.

Nothing contained in this section will limit **our** right to cancel or nonrenew this policy for fraud, misrepresentation or concealment of any material fact by **you**, or anyone acting on **your** behalf.

3. Two or More Policies Issued to You by Us

If any applicable insurance other than this policy is issued to **you** by **us** and applies to the same **accident** or **loss**, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability. However, if more than one **TNC vehicle** is involved in the same **accident**, each **insured** operating or using a **TNC vehicle** shall have separate limits of liability for Liability To Others Coverage listed on the **declarations page**. However, this condition does not apply to liability coverage.

4. **Legal Action Against Us**

We may not be sued by a person, corporation or entity insured by this policy unless there is full compliance by that same insured person, corporation or entity with all the terms of this policy.

We may not be sued for payment under Part I—Liability To Others until the obligation of an insured under Part I to pay is finally determined either by judgment against that insured after actual trial or by written agreement of the insured, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured.

5. **Our Recovery Rights**

In the event of any payment under this policy, **we** are entitled to all the rights of recovery of the person or organization to whom payment was made. That person or organization must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after the **loss** or **accident** to harm **our** rights.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held in trust for **us** and reimbursed to **us** to the extent of **our** payment, provided that the person to or on behalf of whom such payment is made is fully compensated for their **loss**.

In the event recovery has already been made from the responsible party, any rights to recovery by the person(s) claiming coverage under this policy no longer exist.

6. **Assignment**

Interest in this policy may not be assigned without **our** written consent.

7. **Waiver**

Notice to any agent or knowledge possessed by any agent or other person shall not change or effect a waiver on any portion of this policy nor prevent **us** from exercising any of **our** rights under this policy.

8. **Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an insured. If a judgment against an insured remains unsatisfied after 30 days because of the bankruptcy or insolvency of the insured, a person claiming damages under Part I—Liability To Others may maintain an action against **us** for the amount of the judgment subject to the terms and conditions of this policy and not exceeding **our** Limits of Liability under Part I.

9. Duty to Provide Premium Data

In order to calculate the premium owed to **us** on **your** policy, **you** are required to send **us** a monthly report with the data and information **we** require in order for **us** to calculate the premium owed for each monthly invoice. If **you** fail to provide **us** with a timely monthly report, **we**, at **our** sole discretion, may determine the premium owed to **us** for that monthly invoice using information **we** have in **our** possession.

Failure by **you** to provide **us** with a timely monthly report will be considered a failure to cooperate with **us** and a breach of the terms of this policy contract.

10. Fraud or Misrepresentation

This policy was issued in reliance upon information **you** provided to **us** and this policy is maintained based upon information **you** recurrently provide to **us**. **We** may cancel this policy and deny coverage at any time, including after the occurrence of an **accident** or **loss**, if **you**:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

in obtaining this policy or in the submission of information to **us** in a monthly report pertaining to premium data. This means that **we** will not be liable for any claims or damages that would otherwise be covered.

We may deny coverage to an insured for an **accident** or **loss** if that insured knowingly concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct in connection with the presentation or settlement of a claim. **We** reserve all rights to indemnity against a person committing fraud or misrepresentation for all payments made and costs incurred. Coverage may not be denied to an insured if that insured did not knowingly engage in the concealment, misrepresentation, or fraudulent conduct.

11. Liberalization

If **we** make a change that broadens a coverage **you** have under this edition of **your** policy without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in New York. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

12. Severability

Apart from certain exceptions for the Limit of Liability as described in this policy, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or lawsuit is brought.

13. Settlement of Claims

We may use estimating, appraisal, or injury evaluation systems to adjust claims under this policy and to determine the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by **us** or a third party and may include computer software, databases, and specialized technology.

14. Duty to Report Changes

You must notify **us** as soon as reasonably possible when:

1. A municipality, airport, or other governmental entity establishes a law or requirement that impacts the coverages or limits of this policy; or
2. **You** make material changes to one or more covered **TNC** operations or **you** seek to include a new **transportation network company** program for coverage under this policy.

15. Terms of Policy Conformed to Statutes

If any provision of this policy fails to conform to the applicable statutes as required by law, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by New York law.

16. Cancellation and Nonrenewal

a. Cancellation

1. **You** may cancel the entire policy by returning it to **us** or by giving **us** at least 30 days advance notice of the date cancellation is to take effect. **You** shall also provide notice to all **TNC drivers**.
2. **We** may cancel the entire policy for any of the reasons listed below, provided **we** mail or deliver **you** written notice at least 30 days before the effective date of cancellation:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform **you** of the amount due;
 - b. Conviction of a crime arising out of acts increasing the hazard insured against;
 - c. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
 - d. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
 - e. Required pursuant to a determination by the Superintendent that continuation of **our** present premium volume would jeopardize **our** solvency or be hazardous to the interest of **our** policyholders, **our** creditors, or the public;

- f. A determination by the Superintendent that the continuation of the policy would violate, or would place **us** in violation of, any provision of the Insurance Code; or
- g. Where **we** have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that **you** will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if **we** cancel for this reason, **you** may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review **our** cancellation decision. **We** will also send a copy of this notice, simultaneously, to the Department of Financial Services.

If the policy is cancelled, **you** will be responsible for providing notice to all **TNC drivers**.

3. **We** may cancel coverage for a **TNC driver** only for the reasons listed below, provided **we** mail or deliver to **you** and the **TNC driver** written notice at least 30 days before the effective date of cancellation:
 - a. Conviction of a crime arising out of acts increasing the hazard insured against;
 - b. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder; or
 - c. Where **we** have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the **TNC driver** will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if **we** cancel for this reason, the **TNC driver** may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review **our** cancellation decision. **We** will also send a copy of this notice, simultaneously, to the Department of Financial Services.

An act or omission by a **TNC driver** that would constitute the basis for cancellation of coverage for the **TNC driver** shall not constitute the basis for cancellation of the policy.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.
5. Notice will include the reason for cancellation.

b. **Cancellation Refund**

If this policy is cancelled, **we** will compute all premiums owed to **us** or premiums refunded to **you** in accordance with **our** rules, rates, premium billing process, and the Duty to Provide Premium Data section of this policy.

The periodic reports **you** provide to **us** with actual miles driven and other premium data must continue to be provided to **us** after the cancellation date and will be used to determine the earned premium for the policy period prior to the cancellation date.

c. **Nonrenewal**

If **we** decide not to renew or continue this policy, or to conditionally renew this policy, **we** will mail or deliver to **you** and to each **TNC driver** notice at least 30 but not more than 120 days before the end of the policy period, or, if no date is specified, at an anniversary of its original effective date.

If this policy is nonrenewed, **we** will compute all premiums owed to **us** or premiums refunded to **you** in accordance with **our** rules, rates, premium billing process, and the Duty to Provide Premium Data section of this policy.

d. **Delivery of Notices**

1. Notice to **you** will be mailed or delivered to the mailing address shown in the policy.
2. Notice to any **TNC driver** will be mailed or delivered to the **TNC driver's** mailing address, and by electronic mail if consent to such method of delivery has been previously provided by the **TNC driver**.

17. **Settlement Release**

With respect to any claim made under Part III of this policy in which **we** reach a settlement with an **insured**, that **insured** must execute a release in the form **we** require.

18. **Payment or Performance**

If payment of money or performance of a condition specified by this policy is required within, before or after a period of time computed from a certain day, the last day of such time period for payment or performance may be any day of the year, including a Saturday, Sunday, or public holiday.

PROGRESSIVE®





Lyft, Inc. – State of New York

Certificate of Insurance: Passenger Mode

Policy Number: 01240262

Policy Period: 10/01/2022 – 10/01/2023

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROGRESSIVE COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Lyft, Inc. 185 Berry St., Suite 5000 San Francisco, CA 94107	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Financial Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 11770		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01240262	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Designated TNC driver is a "transportation network company driver" that is operating a motor vehicle in connection with the named insured's "TNC" operations and has recorded acceptance in the "digital network" of a request to provide a "TNC prearranged trip".

This policy is in compliance with the financial responsibility requirements of Vehicle and Traffic Law section 1693(3)(a) and regulations promulgated thereunder; but does not provide coverage as provided under Vehicle and Traffic Law section 1693(2)(a).

CERTIFICATE HOLDER**CANCELLATION**

Designated TNC Drivers

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY PROGRESSIVE COMMERCIAL		NAMED INSURED Lyft, Inc. 185 Berry St., Suite 5000 San Francisco, CA 94107
POLICY NUMBER 01240262		
CARRIER United Financial Casualty Company	NAIC CODE 11770	EFFECTIVE DATE: 10/01/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage afforded by the policy referenced herein may be excess over any valid and collectible commercial auto policy or personal auto policy pursuant to the New York Vehicle and Traffic Law Article 44-B.

In the event of any change in, or cancellation of the policy, the Company will mail or deliver notice to the first Named Insured, who is responsible under the terms of the Policy to notify all Certificate Holders. Failure of the first Named Insured to properly notify Certificate Holders shall impose no obligation or liability upon the Company.

In the event of cancellation of coverage for the Certificate Holders by the Company for any of the reasons specified in the Transportation Network Company Commercial Auto Policy, Form Z948 NY (04/20), the Company will provide notice to the first Named Insured and all Certificate Holders.

In the event of cancellation of coverage for the Certificate Holder(s) by the first Named Insured, the first Named Insured will provide notice to all the Certificate Holders.

Additional Coverages

Insurance coverage(s)	Limits	Deductible
Supplementary Uninsured/Underinsured Motorist Bodily Injury	\$1,250,000 each accident	
Mandatory Personal Injury Protection	Included as further described in the policy	
Aggregate No-Fault Benefits Available	Included as further described in the policy	



Lyft, Inc. – State of New York

Automobile Liability Policy: Passenger Mode

Policy Number: 01240262

Policy Period: 10/01/2022 – 10/01/2023

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Policy number: 01240262

Underwritten by:
United Financial Casualty Company
August 12, 2022
Policy Period: October 1, 2022 – October 1, 2023

Named insured
Lyft, Inc.
185 Berry St., Suite 5000
San Francisco, CA 94107

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

Your coverage begins on October 1, 2022 at 12:01 a.m. Pacific time. This policy period ends on October 1, 2023 at 12:01 a.m. Pacific time.

Premium payment information:

Initial premium due and payable at inception of policy period: [REDACTED]

Estimated total premium: [REDACTED]

The estimated total premium is subject to change based on the monthly reports you provide to us. A separate invoice will issue to you each month with the amount of premium due and payable.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form Z948NY (04/20). The contract is modified by 8610TNCBK (07/19), 8610TNCBR (07/19), 8610TNCGE (07/19), Z903TNC (05/17), Z904 (05/17), Z907TNCOTNY (07/19), Z907TNCNOTNY (07/19), Z934TNCNNY (07/19), and Z935TNCNY (07/19).

The named insured organization type is a Corporation.

Outline of coverage

Your insurance policy and any policy endorsements contain a full explanation of your coverage.

Description	Limits	Deductible
Liability To Others		
Bodily Injury and Property Damage Liability	\$1,250,000 combined single limit	
Comprehensive	Actual Cash Value	\$2,500
Collision	Actual Cash Value	\$2,500
Supplementary Uninsured/Underinsured Motorist Bodily Injury	\$1,250,000 each accident	
Mandatory Personal Injury Protection	\$50,000	
Death Benefit	\$2,000	
Maximum Monthly Work Loss	\$2,000	

Other Reasonable and Necessary Expenses	\$25 each day
Aggregate No-Fault Benefits Available	\$50,000
Additional PIP-Out of State Guest	Rejected
Additional PIP-Full	Rejected
Optional Basic Economic Loss	Rejected

Additional Insured information

Additional Insured	Lyft, Inc. and its subsidiaries 185 Berry St., Suite 5000 San Francisco, CA 94107
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Company officers

Secretary

This policy is in compliance with the financial responsibility requirements of Vehicle and Traffic Law section 1693(3)(a) and regulations promulgated thereunder; but does not provide coverage as provided under Vehicle and Traffic Law section 1693(2)(a).

NEW YORK

TRANSPORTATION NETWORK COMPANY COMMERCIAL AUTO POLICY

Underwritten by United Financial Casualty Company

PLEASE READ YOUR POLICY AGREEMENT CAREFULLY.

Provisions of this Agreement and its endorsements restrict coverage. Be certain you understand all of the coverage terms, the exclusions, and your rights and duties.

This booklet contains Form Z948 NY (04/20).

PROGRESSIVE[®]

**NEW YORK
TRANSPORTATION NETWORK COMPANY
COMMERCIAL AUTO POLICY**

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COMMERCIAL AUTO POLICY

If **you** pay **your** premium when due, **we** will provide the insurance described in this policy.

DUTIES IN THE EVENT OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must report, as soon as reasonably possible, each **accident** or **loss** even if **you** or the person seeking coverage is not at fault.

You or any person seeking coverage must also obtain and provide **us** the names and addresses of all persons involved in the **accident** or **loss**, including all **passengers**, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved if known and available to **you** or the person seeking coverage.

After an **accident** or **loss**, **you** must provide **us** with the following as soon as reasonably possible, if known and available to **you**:

1. appropriate data from **your digital network** pertaining to the **loss**;
2. information pertaining to whether or not the driver of the **TNC vehicle** was engaged in a **prearranged service** at the time of the **accident** or **loss**; and
3. the locations of both the arranged pick-up location and of the **accident**.

If **you** or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the **accident**, or if theft or vandalism has occurred, **you** or the person seeking coverage must notify the police within 24 hours or as soon as practicable.

Failure to give any notice required to be given in this policy within the time prescribed will not invalidate a claim made by **you** or a person seeking coverage unless **our** interests are prejudiced. Any such prejudice, however, will not invalidate that claim if it is shown not to have been reasonably possible to give notice within the time prescribed and that notice was given as soon as reasonably possible thereafter.

With respect to a claim arising out of death or personal injury sustained by any person, if **we** disclaim liability or deny coverage based upon the failure to provide timely notice, then **you** or a person seeking coverage may maintain an action directly against **us**. The sole question in such action will be **our** disclaimer or denial based on the failure to provide timely notice. The right to maintain an action directly against **us** will not apply if, within 60 days following such disclaimer or denial, **you** or **we** initiate an action that seeks a declaration of the rights of the parties under this policy and names the injured person or other person seeking coverage.

You must:

1. cooperate with **us** in any matter concerning a claim or lawsuit, including providing **us** with information regarding the driver's use of any other **transportation network company** applications at the time of the **accident** or **loss**; and
2. as soon as reasonably possible, call **us** to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to any claim or lawsuit.

A **TNC driver** and any other natural person seeking coverage must:

1. cooperate with **us** in any matter concerning a claim or lawsuit, including providing **us** with information regarding the driver's use of any other **transportation network company** applications at the time of the **accident** or **loss**;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any person claiming coverage, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
4. as soon as reasonably possible, call **us** to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to any claim or lawsuit;
5. attend hearings and trials as **we** require;
6. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require;
7. authorize **us** to obtain medical records that are reasonably related to the cause of **loss** or the injuries being asserted and other pertinent records;
8. take reasonable steps after a **loss** to protect the **TNC vehicle** from further **loss** if the coverage sought is for damage to the **TNC vehicle** under Part II of this policy. **We** will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further **loss**, any additional damages will not be covered under this policy; and
9. allow **us** to have the damage to a **TNC vehicle** or other vehicle involved in the **accident** or **loss** inspected and appraised before its repair or disposal.

GENERAL DEFINITIONS

The words and phrases below, whether in the singular, plural or possessive, have the following special meanings when appearing in boldface type in this policy, and in endorsements issued in connection with this policy, unless specifically modified.

1. **"Accident"** means a sudden, unexpected and unintended event that causes **bodily injury** or **property damage**.
2. **"Auto"** means a land motor vehicle:
 - a. of the private passenger, pickup body, or cargo van type;
 - b. designed for operation principally upon public roads;
 - c. with at least four wheels; and
 - d. with a seating capacity of eight or fewer passengers, including the driver.

However, **auto** does not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area.

It does not include **mobile equipment**.

3. **“Bodily injury”** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
4. **“Declarations”** or **“declarations page”** means the document prepared by **us** listing **your** policy information, which may include the types of coverage **you** have elected and the limit for each coverage.
5. **“Digital network”** means any system or service offered or utilized by a **transportation network company** that enables **TNC prearranged trips** with **transportation network company drivers**.
6. **“Insured driver,” “TNC driver,”** or **“transportation network company driver”** means an individual who:
 - a. receives connections to potential **passengers** and related services from a **transportation network company** in exchange for payment of a fee to the **transportation network company**; and
 - b. uses a **TNC vehicle** to offer or provide a **TNC prearranged trip** to **transportation network company passengers** upon connection through a **digital network** controlled by a **transportation network company** in exchange for compensation or payment of a fee.
7. **“Loss”** means sudden, direct and accidental loss or damage.
8. **“Mobile equipment”** means any of the following types of land vehicles, including, but not limited to, any attached machinery or equipment:
 - a. Bulldozers, farm implements and machinery, forklifts, and other vehicles designed for use principally off public roads;
 - b. Vehicles **you** use solely on premises **you** own or rent and on accesses to public roads from these premises;
 - c. Any vehicle that travels on crawler treads, or that does not require licensing in the state in which **you** live or **your** business is licensed;
 - d. Vehicles, whether self-propelled or not, used primarily to provide mobility to permanently attached:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are used primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers; or
 - f. Vehicles not described in Paragraphs a., b., c., or d. above that are self-propelled and used primarily for purposes other than transportation of persons or cargo.

However, **mobile equipment** does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state or province where it is licensed or principally garaged.

9. **“Occupying”** means in, entering, or exiting.
10. **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
11. **“Prearranged service,” “TNC prearranged trip,” “trip,” or “Period 2”** means the provision of transportation by a **transportation network company driver** to a **passenger** provided through use of a **TNC’s digital network**:
 - a. beginning when a **transportation network company driver** accepts a **passenger’s** request for a **trip** through a **digital network** controlled by a **transportation network company**;
 - b. continuing while the **transportation network company driver** transports the requesting **passenger** in a **TNC vehicle**; and
 - c. ending when the last requesting **passenger** departs from the **TNC vehicle**.

“Prearranged service,” “TNC prearranged trip,” “trip,” or “Period 2” does not include transportation provided through any of the following:

- a. shared expense carpool or vanpool arrangements, including those as defined in section 158-b of Title I, Article 1 of the New York Vehicle and Traffic Law; and
 - b. use of a taxicab, livery, luxury limousine, or other for-hire vehicle, as defined in section 158-b of Title I, Article 1 of the New York Vehicle and Traffic Law, section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law.
12. **“Property damage”** means physical damage to, destruction of, or loss of use of, tangible property.
 13. **“Transportation network company” or “TNC”** means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to Article 44-B of the New York Vehicle and Traffic Law and is operating in New York state exclusively using a **digital network** to connect **transportation network company passengers** to **transportation network company drivers** who provide **TNC prearranged trips**.
 14. **“Transportation network company passenger” or “passenger”** means a person or persons who use a **transportation network company’s digital network** to connect with a **transportation network company driver** who provides **TNC prearranged trips** to the **passenger** in the **TNC vehicle** between points chosen by the **passenger**.

15. “**Transportation network company vehicle**” or “**TNC vehicle**” means a vehicle that is:
- used by a **transportation network company driver** to provide a **TNC prearranged trip** originating within the state of New York; and
 - owned, leased, or otherwise authorized for use by the **transportation network company driver**.
- Such term shall not include:
- a taxicab, as defined in section 148-a of Title I, Article 1 of the New York Vehicle and Traffic Law, section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
 - a livery vehicle, as defined in section 121-e of Title I, Article 1 of the New York Vehicle and Traffic Law, or as otherwise defined in local law;
 - a black car, limousine, or luxury limousine, as defined in section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
 - a for-hire vehicle, as defined in section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
 - a bus, as defined in section 104 of Title I, Article 1 of the New York Vehicle and Traffic Law;
 - any motor vehicle weighing more than 6,500 pounds unloaded;
 - any motor vehicle having a seating capacity of more than seven passengers; and
 - any motor vehicle subject to section 370 of Title III, Article 8 of the New York Vehicle and Traffic Law.
16. “**We**,” “**us**” and “**our**” mean the company providing this insurance as shown on the **declarations page**.
17. “**You**,” “**your**” and “**yours**” refer to the named insured shown on the **declarations page**.

PART I—LIABILITY TO OTHERS

INSURING AGREEMENT—LIABILITY TO OTHERS

Subject to the Limits of Liability, if **you** pay the premium for liability coverage for the **TNC vehicle** involved, **we** will pay damages, other than punitive or exemplary damages, for **bodily injury** and **property damage** for which an **insured** becomes legally responsible because of an **accident** arising out of the ownership, maintenance or use of a **TNC vehicle** while operating in **Period 2**.

We will settle or defend, at **our** option, any claim or lawsuit for damages covered by this Part I. **We** have no duty to settle or defend any lawsuit, or make any additional payments, after the Limit of Liability for this coverage has been exhausted by payment of judgments or settlements.

ADDITIONAL DEFINITION USED IN THIS PART ONLY

When used in Part I—Liability To Others, “**insured**” means:

1. **You** with respect to a **TNC vehicle** while in **Period 2**.
2. A **TNC driver** operating a **TNC vehicle** while in **Period 2**.
3. Any other person operating a **TNC vehicle** while in **Period 2**.
4. Any other person or organization, but only with respect to the legal liability of that person or organization for acts or omissions of any person or entity otherwise covered under this Part I—Liability To Others.

For purposes of this definition, **TNC vehicle** includes:

1. any other vehicle of which the **insured** acquires ownership, leases, or otherwise is authorized to use, provided it replaces the **insured’s TNC vehicle** described in the policy;
2. any motor vehicle, used with the permission of the owner, and not owned by the **insured** or his or her spouse or any resident of the same household, which is temporarily substituted for the **TNC vehicle** while withdrawn from service because of breakdown, servicing, repair, loss, or destruction; or
3. the incidental use of a motor vehicle not owned by the named insured or a member of the **insured’s** household, nor furnished or available for their regular use, provided the actual operation or other actual use thereof is with the permission of the owner and is within the scope of such permission.

ADDITIONAL PAYMENTS

In addition to **our** Limit of Liability, **we** will pay for an **insured**:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment on that part of the judgment that does not exceed **our** Limit of Liability. This payment does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured**. **Our** payment, offer in writing, or deposit in court of that part of the judgment which does not exceed **our** Limit of Liability ends **our** duty to pay interest that accrues after the date of **our** payment, written offer, or deposit;
3. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in a principal amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$2,000 for cost of bail bonds required because of an **accident we** cover. **We** have no duty to apply for or furnish these bonds;
5. reasonable expenses incurred by an **insured** at **our** request, including loss of earnings up to \$250 a day;

6. all court costs taxed against the **insured** in any “suit” against the **insured** we defend; and
7. expenses incurred by a **TNC driver** for first aid to others at the scene of an **accident**.

OUT-OF-STATE COVERAGE EXTENSION

The following coverage extension applies, subject to the Other Insurance, Policy Period and Territory, and other applicable provisions of this policy, only when the **TNC vehicle** is being operated outside of New York and is engaged in a **prearranged service**:

If an **accident** to which this Part I applies occurs in any state, territory, or possession of the United States of America, or any province or territory of Canada, other than the state of New York, and the state, province, territory or possession has:

1. a financial responsibility, **transportation network company**, or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, this policy will provide the higher limit; or
2. a compulsory insurance, **transportation network company**, or similar law requiring a non-resident to maintain insurance whenever the non-resident uses an **auto** in that state, province, territory or possession, this policy will provide the greater of:
 - a. the required minimum amounts and types of coverage; or
 - b. the Limits of Liability under this policy.

This extension does not apply to the limit or limits specified by any law governing commercial carriers of passengers or property, including, but not limited to, any limit or limits specified in Title 49 of the Code of Federal Regulations.

We will not pay anyone more than once for the same elements of **loss** because of this extension.

EXCLUSIONS—PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE FOR AN ACCIDENT OR LOSS WILL NOT BE AFFORDED UNDER THIS PART I—LIABILITY TO OTHERS.

Coverage under this Part I, including **our** duty to defend, does not apply to:

1. **Expected or Intended Injury**
Bodily injury or **property damage** either expected by, or caused intentionally by, or at the direction of, an **insured**, but only in respect to that **insured**.
2. **Contractual**
Any liability assumed by an **insured** under any contract or agreement, other than one of the following:
 - a. the contract between **you** and the **TNC driver** to provide transportation via **your digital network**; or

- b. a contract or agreement entered into by **you** that is afforded coverage pursuant to an endorsement to this policy.

This exclusion does not apply to liability for damages the **insured** would have in the absence of the contract or agreement, if otherwise covered by this policy.

3. **Worker's Compensation**

Any obligation for which an **insured** or an insurer of that **insured**, even if one does not exist, may be held liable under workers' compensation, unemployment compensation, disability benefits law, or any similar law.

4. **Employee Indemnification and Employer's Liability**

Bodily injury to an employee of any **insured** arising out of or within the course of:

- a. That employee's employment by any **insured**; or
- b. Performing duties related to the conduct of any **insured's** business.

But this exclusion does not apply to **bodily injury** to a domestic employee of an **insured** if benefits are neither paid nor required to be provided under any workers' compensation, disability benefits, or similar law, or to liability for **bodily injury** assumed by the **insured** under an insured contract. For the purposes of this policy, a domestic employee is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. **War**

Bodily injury or **property damage** due to war, whether declared or undeclared, civil war, insurrection, rebellion, revolution, or to any act or condition incident to these.

6. **Spousal Liability**

Bodily injury to or **property damage** of the spouse of an **insured**. However, we will pay all sums an **insured** legally must pay if named as a third-party defendant in a legal action commenced by his or her spouse against another party.

LIMIT OF LIABILITY

We will pay no more than the Limit of Liability shown on the **declarations page** for this coverage for the **TNC vehicle** involved in the **accident** regardless of:

- 1. the number of premiums paid;
- 2. the number of **TNC vehicles** insured by this policy;
- 3. the number of policies issued by **us** to **you**;
- 4. the number of vehicles or **insureds** involved in an **accident**;
- 5. the number of claims or lawsuits arising out of an **accident**; or
- 6. whether the driver of the **TNC vehicle** is engaged in providing more than one **prearranged service**, using more than one **digital network**, or using more than one passenger program in the same **digital network** at the time of the **accident** or **loss**.

If more than one **TNC vehicle** is involved in the same **accident** or **loss**, each **insured** operating a **TNC vehicle** in that **accident** or **loss**, who is otherwise entitled to coverage under Part I of this policy, will be entitled to a separate limit of liability under Part I of this policy.

Combined Bodily Injury and Property Damage Limits

Because **your declarations page** indicates that combined **bodily injury** and **property damage** limits apply for “each accident” or a “combined single limit” applies, the amount shown on the **declarations page** is the most **we** will pay for the total of all damages resulting from any one **accident**. However, without changing this limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

For the purpose of determining **our** Limit of Liability above, all **bodily injury** or **property damage** resulting from continuous or repeated exposure to substantially the same event shall be considered as resulting from one **accident**.

Any amount payable under Part I—Liability To Others to or for an injured person will be reduced by any payment made to that person under any Supplementary Uninsured/Underinsured Motorists Coverage or Mandatory Personal Injury Protection Coverage provided by this policy.

OTHER INSURANCE

We shall not be liable for a greater proportion of the loss than the applicable limit of liability of the policy bears to the total applicable limit of liability of all other valid and collectible insurance covering the **insured** against such loss; provided, however, with respect to a **TNC vehicle** the insurance shall be excess insurance over any other valid and collectible insurance.

PART II—DAMAGE TO AN AUTO

INSURING AGREEMENT—COLLISION COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Collision Coverage, **we** will pay for **loss** to a **TNC vehicle** when it collides with another object or overturns while being operated by an **insured driver** engaged in providing a **TNC prearranged trip** if the **TNC vehicle** is the same **auto** registered with **you** by that **insured driver** for use with **your digital network**, and:

1. if Collision Coverage under a separate motor vehicle policy existed and was in effect at the time of the **accident** or **loss** covering the **TNC vehicle** involved in the **accident** or **loss**, and:
 - a. the **insured driver** was a named insured on that separate policy; or
 - b. the **TNC vehicle** was a covered vehicle on that separate policy; regardless of whether or not the separate policy provides Collision Coverage for the subject **accident** or **loss**; or

2. if the **TNC vehicle** was rented or leased from a vendor recognized and authorized by **you** for specific use with **your digital network**.

INSURING AGREEMENT—COMPREHENSIVE COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Comprehensive Coverage, **we** will pay for **loss** to a **TNC vehicle** from any cause, other than those **losses** covered under Collision Coverage, that occurs while being operated by an **insured driver** engaged in providing a **TNC prearranged trip** if the **TNC vehicle** is the same **auto** registered with **you** by that **insured driver** for use with **your digital network**, and:

1. if Comprehensive Coverage under a separate motor vehicle policy existed and was in effect at the time of the **accident** or **loss** covering the **TNC vehicle** involved in the **accident**, **loss**, or damage and:
 - a. the **insured driver** was a named insured on the separate policy; or
 - b. the **TNC vehicle** was a covered vehicle on the separate policy; regardless of whether or not the separate policy provides Comprehensive Coverage for the subject **accident** or **loss**; or
2. if the **TNC vehicle** was rented or leased from a vendor recognized and authorized by **you** for specific use with **your digital network**.

Any **loss** caused by missiles, falling objects, fire, theft, collision with an animal, or accidental glass breakage shall be deemed a Comprehensive **loss**.

ADDITIONAL COVERAGE

Transportation Expenses

We will pay up to \$30 per day, up to a maximum of \$900, for temporary transportation expenses incurred by an **insured driver** because of the theft of a **TNC vehicle** if the **TNC vehicle** was registered for use with **your digital network**. This coverage applies only to those **TNC vehicles** for which the Comprehensive Coverage under this policy applies to, and covers, the subject **loss**. **We** will pay for temporary transportation expenses incurred during the period beginning 48 hours after **you** or the **insured driver** report the theft to **us**, and ending when the **TNC vehicle** is returned to use, or **we** pay for its **loss**.

ADDITIONAL PAYMENTS

If **you** have paid the premium for Comprehensive Coverage or Collision Coverage, and if such coverage applies to, and covers, the subject **accident** or **loss**, then in addition to **our** Limit of Liability, **we** will pay:

1. All reasonable expenses necessary to return a stolen **TNC vehicle** to the **insured driver** or the vehicle's owner, unless **we** determine the **auto** to be a **total loss**.
2. All reasonable expenses necessary to remove a **TNC vehicle** from the site of an **accident** or **loss** and transport it to a repair facility.

ADDITIONAL DEFINITION USED IN THIS PART ONLY

When used in Part II—Damage To An Auto, “**total loss**” means any **loss** to the **TNC vehicle** that is payable under this Part II if the cost to repair the damage (including parts and labor), when combined with the salvage value, exceeds 75 percent of the actual cash value of the **TNC vehicle** at the time of the **loss**.

EXCLUSIONS—PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE FOR AN ACCIDENT OR LOSS WILL NOT BE AFFORDED UNDER THIS PART II—DAMAGE TO AN AUTO.

1. **We** will not pay for **loss** caused by or resulting from any of the following. Such **loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**.
 - a. **War or Military Action**
 - (i) war, including undeclared or civil war;
 - (ii) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or agents; or
 - (iii) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
 - b. **Nuclear Hazard**
 - (i) the explosion of any weapon employing atomic fission or fusion; or
 - (ii) nuclear reaction or radiation, or radioactive contamination, however caused.
2. **We** will not pay for **loss** to sound equipment, video equipment, or transmitting equipment not permanently installed in a **TNC vehicle**, or to tapes, records, compact discs, DVDs, or similar items used with sound or video equipment owned or in the possession or control of the **insured driver** or any operator of the **TNC vehicle**.
3. **We** will not pay for **loss** to radar detectors or to any other equipment or device designed or used to detect speed measuring equipment, or to any equipment designed or used to jam or disrupt any speed measuring equipment.
4. **We** will not pay for **loss** due and confined to:
 - a. wear and tear, freezing, mechanical or electrical breakdown.
 - b. blowouts, punctures or other road damage to tires.But, coverage does apply if the damage is the result of other **loss** covered by the policy.
5. **We** will not pay for **loss** incurred while a **TNC vehicle** is used in any illicit trade or transportation, or due to a **TNC vehicle's** destruction or confiscation by governmental or civil authorities because **you** or an **insured driver** engaged in illegal activities.

6. **We** will not pay for **loss** caused by the operator of a **TNC vehicle** participating in or preparing for a prearranged or organized racing, speed or demolition contest, stunting activity, or performance contest.
7. **We** will not pay for loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drivers, cells, data processing devices, or any other media which are used with electronically controlled equipment.
8. **We** will not pay for **loss** to a **TNC vehicle** for diminution of value.

LIMIT OF LIABILITY

1. The most **we** will pay for **loss** to a **TNC vehicle** is the least of:
 - a. the actual cash value of the stolen or damaged property at the time of **loss**;
 - b. the amount necessary to replace the stolen or damaged property with another of like kind and quality; or
 - c. the amount necessary to repair the damaged property to its pre-loss physical condition; however, if **we** determine that the **TNC vehicle** is a **total loss**, **we** may, at **our** option, pay the lesser of the actual cash value or the cost to replace, rather than repair, the **TNC vehicle**.
2. Payments for **loss** covered under Collision Coverage or Comprehensive Coverage are subject to the following provisions:
 - a. in determining the amount necessary to repair damaged property to its pre-loss physical condition, the amount to be paid by **us**:
 - (i) shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
 - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
 - (1) original manufacturer parts or equipment; and
 - (2) non-original manufacturer parts or equipment;
 - b. the actual cash value is determined by the market value, age and condition of the **auto** at the time the **loss** occurs; and
 - c. duplicate recovery for the same elements of damages is not permitted.
3. To determine the amount necessary to repair the damaged property to its pre-loss physical condition as referred to in Paragraph 1.c., the total cost of necessary repairs will be reduced by:
 - a. the cost of labor, parts, and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the **accident** and that is eliminated as a result of the repair or replacement of property damaged in the

- loss.** This adjustment for physical condition includes, but is not limited to, broken, cracked, or missing parts, rust, dents, scrapes, gouges, and peeling paint;
- b. an amount for depreciation (also referred to as betterment) that represents a portion of the cost of mechanical parts (parts that wear out over time and have a useful life typically shorter than the life of the **auto** as a whole) that are installed as replacements for existing mechanical parts that were defective, inoperable, or nonfunctional prior to the **accident**, which **we** deem necessary to replace in the course of repair; and
 - c. an amount for depreciation (also referred to as betterment) on high-wear parts that have a measurable life, such as tires, batteries, engine, or transmission, determined by the proportional increase in the useful life of the replacement part when compared to the replaced part. For example, if **we** replace a 24-month-old battery that had a manufacturer's rated life of 60 months with a new 60-month-rated battery, **our** payment for the battery is reduced by 40% and the person seeking coverage is responsible to pay that 40% portion of the cost of the battery.

DEDUCTIBLE

For each **loss** that qualifies for coverage under Comprehensive or Collision, the deductible shown on the **declarations page** will be applied. A single deductible will be applied to any **loss**. In the event there are different deductible amounts applicable to the **loss**, the higher deductible will be applied. In all events, the deductible will be applied against the limit of liability. If a **loss** involves another coverage added by endorsement to this policy, only one deductible will apply to the entire **loss** event.

The Part II deductible will be paid by the person seeking coverage under Part II of this policy.

SALVAGE

If **we** pay the amount necessary to replace a **TNC vehicle** less the deductible, **we** are entitled to all salvage. If **we** pay the actual cash value less the deductible, **we** are entitled to the same percent of salvage as **our** payment bears to the actual cash value of the **TNC vehicle**.

NO BENEFIT TO BAILEE

Other than a person operating a **TNC vehicle**, no bailee or carrier shall benefit, directly or indirectly, from this Part II—Damage To An Auto.

APPRAISAL

If **we** cannot agree with the person seeking coverage on the amount of **loss**, then the person seeking coverage or **we** may demand an appraisal of the **loss**. Each party shall appoint a competent and disinterested appraiser. If the appraisers agree on the amount of the **loss**, they shall submit a written report to **us** and this shall be deemed to be the amount of the **loss**.

If the appraisers cannot agree on the amount of the **loss** within a reasonable time, they shall then choose a competent, impartial umpire, provided that if they cannot agree on an umpire within 15 days, either the person seeking coverage or **we** may petition a judge of a court having jurisdiction to choose an umpire. The disagreement of the appraisers shall then be submitted to the umpire. Subject to the provisions of the policy, a written agreement signed by both appraisers or by one appraiser and the umpire will be the amount of the **loss**.

The person seeking coverage must pay his or her own fees and expenses and those of his or her appraiser. **We** will pay **our** fees and expenses and those of **our** appraiser. All other expenses of the appraisal, including payment of the umpire if one is necessary, will be shared equally by the person seeking coverage and **us**.

By agreeing to an appraisal, **we** do not waive any of **our** rights under any other part of this policy, including **our** right to deny the claim.

PAYMENT OF LOSS

We may pay the **loss** in money, or pay the cost to repair or replace the damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return, at **our** expense, any stolen property to the owner of that property with payment for the resulting damage less any applicable deductibles. If the property is a vehicle and a **total loss** or if the property is not a vehicle but **we** deem the property cannot be repaired, **we** may keep all or part of the property at the agreed or appraised value, but there shall be no abandonment to **us**.

We may make payment for a **loss** either to the person seeking coverage or the owner of the property. Payment for a **loss** is required only if **you**, the person seeking coverage, and the owner of the property have fully complied with the terms of this policy. If there is a lien on the vehicle or property, payment for a **loss** will be paid directly to the repair facility or jointly to the vehicle's owner and the lienholder.

The person seeking coverage or the owner of the **TNC vehicle** must convey title to and possession of the damaged, destroyed, or stolen property to **us** if **we** pay the actual cash value of the **TNC vehicle** less the deductible or if **we** pay the amount necessary to replace the **TNC vehicle** less the deductible.

RECOVERY OF STOLEN OR ABANDONED VEHICLES

If an **auto** for which coverage is provided under this Part II is stolen or abandoned, **we** may take custody of the **auto** for safekeeping once **we** are notified of its location.

MANDATORY INSPECTION

Subject to New York State Insurance Department Regulation No. 79 (11 NYCRR Part 67), as amended, **we** have the right to inspect any **TNC vehicle** insured, or intended to be insured, under this Part II.

When **we** require an inspection, **you** must:

1. cooperate with **us**; and
2. make the **auto** available for inspection.

AUTO REPAIRS

It is agreed that payment of a loss under this Part II shall not be conditioned upon the repair of the automobile. However, **we** shall be entitled to the following:

1. a completed "Certification of Automobile Repairs" as prescribed by the New York Insurance Department;
2. if the automobile is repaired, an itemized repair invoice prepared by the automobile repairer; and
3. an inspection of the automobile, whether or not the automobile is repaired.

LIENHOLDER AGREEMENT

Loss or damage under this Part II shall be paid as interest may appear to the **TNC vehicle's** owner and the lienholder as described on the **TNC vehicle's** title of ownership, on the declarations page of another policy that covered the **TNC vehicle** and existed at the time of the **loss** or damage, or on some other form of proof, if such valid lienholder documentation is provided to **us** after the **loss** or damage and before any payment is made by **us**.

The lienholder's interest will not be protected:

1. where fraud, misrepresentation, material omission, or intentional damage resulting in a denial of coverage by **us** has been committed by or at the direction of any person seeking coverage; or
2. where the **loss** is otherwise not covered under the terms of this policy.

If this policy is cancelled, nonrenewed or voided, the interest of any lienholder under this agreement will also terminate.

OTHER INSURANCE

For any **TNC vehicle**, this policy provides coverage under Part II only if the following apply:

1. Collision Coverage or Comprehensive Coverage, whichever the case, for the **TNC vehicle** existed under a separate personal automobile policy; and
 2. the separate policy and the applicable coverage were in effect at the time of the **accident, loss**, or damage for that **TNC vehicle**;
- regardless of whether or not the separate policy provides coverage for the subject **accident** or **loss**.

This coverage will be excess over any other applicable physical damage coverage or other collectible source of recovery. If coverage under more than one policy applies on the same basis, **we** will pay, subject to **our** applicable Part II—Damage To An Auto Limit of Liability, only **our** share of the damages. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits.

PART III—SUPPLEMENTARY UNINSURED/UNDERINSURED
MOTORISTS COVERAGE

**SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE—
NEW YORK**

We, the company, agree with **you**, as the named insured, in return for payment of the premium for this coverage, to provide Supplementary Uninsured/Underinsured Motorists (SUM) coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

I. Definitions:

For purposes of this Part III, the following terms have the following meanings:

- a. **Insured.** The unqualified term “**insured**” means:
 - (1) **you**;
 - (2) any other person while **occupying**:
 - (i) a motor vehicle insured for SUM under this policy; or
 - (ii) any other motor vehicle operated by **you** or **your** spouse; and
 - (3) any person, with respect to damages such person is entitled to recover, because of **bodily injury** to which this coverage applies sustained by an **insured** under paragraph (1) or (2) above.
- b. **Bodily Injury.** The term “**bodily injury**” means bodily harm, including sickness, disease or death resulting therefrom.
- c. **Uninsured Motor Vehicle.** The term “**uninsured motor vehicle**” means a motor vehicle that, through its ownership, maintenance or use, results in **bodily injury** to an **insured**, and for which:
 - (1) no bodily injury liability insurance policy or bond applies to such motor vehicle (including a vehicle that was stolen, operated without the owner’s permission, or unregistered) at the time of the **accident**; or
 - (2) the owner and operator cannot be identified (including a hit-and-run motor vehicle), and which causes **bodily injury** to an **insured** by physical contact with the **insured** or with a motor vehicle **occupied** by the **insured** at the time of the **accident**, provided that:
 - (i) the **insured** or someone on the **insured’s** behalf:
 - (a) reported the **accident** within 24 hours or as soon as reasonably possible to a police, peace or judicial officer, or to the Commissioner of Motor Vehicles; and
 - (b) filed with the Company a statement under oath that the **insured** or the **insured’s** legal representative has a cause or causes of action arising out of such **accident** for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (ii) at the request of the Company, the **insured** or the **insured’s** legal representative makes available for inspection the motor vehicle the **insured** was **occupying** at the time of the **accident**; or

- (3) there is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the **accident**, but;
 - (i) the amount of such insurance coverage or bond is less than the third-party bodily injury liability limit of this policy; or
 - (ii) the amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the **accident**, to an amount less than the third-party bodily injury liability limit of this policy; or
 - (iii) the insurer writing such insurance coverage or bond denies coverage or such insurer is or becomes insolvent.

The term “**uninsured motor vehicle**” shall not include a motor vehicle that is:

- (1) insured under the liability coverage of this policy; or
 - (2) owned by **you**, the named insured, or **your** spouse residing in **your** household; or
 - (3) self-insured within the meaning of the financial responsibility law of the **state** in which the motor vehicle is registered, or any similar **state** or Federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or
 - (4) owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
 - (5) a land motor vehicle or trailer, while located for use as a residence or premises and not as a motor vehicle or while operated on rails or crawler treads; or
 - (6) a farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.
- d. **Occupying.** The term “**occupying**” means in, upon, entering into, or exiting from a motor vehicle.
- e. **State.** The term “**state**” means a state, territory or possession of the United States, the District of Columbia, or a province of Canada.

II. Damages for Bodily Injury Caused by Uninsured Motor Vehicles:

We will pay all sums that the **insured** or the **insured’s** legal representative shall be legally entitled to recover as damages from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by the **insured**, caused by an **accident** arising out of such **uninsured motor vehicle’s** ownership, maintenance or use, subject to the Exclusions, Conditions, Limits, and other provisions set forth in this Part III.

III. SUM Coverage Period and Territory:

This SUM coverage applies only to **accidents** that occur:

1. during the policy period shown in the **declarations page**;
2. while, pursuant to Article 44-B of the Vehicle and Traffic Law, the **TNC vehicle** is used by a **transportation network company insured driver** who is logged onto a **transportation network company’s digital network** and is providing a **transportation network company prearranged service**; and
3. within a **state**.

EXCLUSIONS

This SUM coverage does not apply when:

1. **bodily injury** to an **insured**, including care or loss of services recoverable by an **insured**, if such **insured**, such **insured's** legal representatives or any person entitled to payment under this coverage, without **our** written consent, settles any lawsuit against any person or organization that may be legally liable for such injury, care or loss of services, however this provision shall be subject to Condition 9;
2. **bodily injury** to an **insured** incurred while **occupying** a motor vehicle owned by that **insured**, if such motor vehicle is not insured for SUM coverage by the policy under which a claim is made or is not a newly acquired or replacement motor vehicle covered under the terms of this policy;
3. non-economic loss resulting from **bodily injury** to an **insured** arising from an **accident** in New York State, unless the **insured** has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law; or
4. **bodily injury** to an **insured** incurred while, pursuant to Article 44-B of the New York Vehicle and Traffic Law, the motor vehicle is used by a **TNC driver** while the driver is not engaged in a **TNC prearranged trip**.

CONDITIONS

1. Policy Provisions: None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties in the Event of an Accident or Loss," "Fraud or Misrepresentation," and "Cancellation and Nonrenewal," if applicable.
2. Notice and Proof of Claim: As soon as practicable, the **insured** or other person making claim shall give **us** written notice of claim under this SUM coverage.

As soon as practicable after **our** written request, the **insured** or other person making claim shall give **us** written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment and other details **we** need to determine the SUM amount payable.

The **insured** and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person **we** name and subscribe the same. Proof of claim shall be made upon forms **we** furnish unless **we** fail to furnish such forms within 15 calendar days after receiving notice of claim.

3. Medical Reports: The **insured** shall submit to physical examinations by physicians **we** select when and as often as **we** may reasonably require. The **insured**, or in the event of the **insured's** incapacity, the **insured's** legal representative (or in the event of the **insured's** death, the **insured's** legal representative or the person or persons entitled to sue therefor), shall upon each request from **us** authorize **us** to obtain copies of relevant medical reports and records.

4. Notice of Legal Action: If the **insured** or the **insured's** legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the **accident**, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to **us** by the **insured** or the **insured's** legal representative.
5. SUM Limits and Maximum Payments:
 - (a) The SUM limits payable under this Part III shall be determined as follows:
 - (1) if an **accident** results in **bodily injury** excluding death to one or more persons, then **we** will provide the SUM limits stated in the **declarations**; or
 - (2) if an **accident** results in the death of one or more persons, then **we** will provide the greater of the SUM limits stated in the **declarations** or \$50,000 for such **bodily injury** resulting in death sustained by one person as the result of any one **accident** and, subject to this per person limit, \$100,000 for such **bodily injury** resulting in death sustained by two or more persons as the result of any one **accident**; or
 - (3) if an **accident** results in **both bodily** injury to one or more persons and the death of one or more persons, then **we** will provide the greater of the SUM limits stated in the **declarations** or the limits required by the mandatory uninsured motorists (UM) coverage as follows:
 - (i) \$25,000 per injured person and, subject to this per person limit;
 - (ii) \$50,000 to two or more persons injured as the result of any one **accident**;
 - (iii) \$50,000 per person for **bodily injury** resulting in death and, subject to this per person limit; and
 - (iv) \$100,000 to two or more persons for **bodily injury** resulting in death as the result of any one **accident**.
 - (b) Regardless of the number of **insureds**, **our** maximum payment under this Part III shall be the difference between:
 - (1) the SUM limit; and
 - (2) the motor vehicle bodily injury liability insurance or bond payments received by the **insured** or the **insured's** legal representative, from or on behalf of all persons that may be legally liable for the **bodily injury** sustained by the **insured**.
 - (c) The SUM limit shown on the **declarations page** is the amount of coverage for all damages due to **bodily injury** in any one **accident**.
6. Non-Stacking: Regardless of the number of policies issued by **us**, or the number of claims or lawsuits arising out of an **accident**, or the number of **digital networks** being used by the **insured driver** at the time of the **accident** or **loss**, or the number of **TNC prearranged trips** the **insured driver** was engaged in at the time of the **accident** or **loss**, or using more than one passenger program in the same **digital network**, at the time of the **accident** or **loss**, or persons covered, or the number of premiums shown in this policy or premium paid, the limits, whether for UM coverage or SUM coverage, shall never be added together or combined for

two or more motor vehicles to determine the extent of insurance coverage available to an **insured** who was injured in the same **accident**. **We** will pay no more than the Limit of Liability for SUM coverage shown on the **declarations page**.

7. Priority of Coverage: If an **insured** is entitled to UM coverage or SUM coverage under more than one policy, the maximum amount such **insured** may recover shall not exceed the highest limit of such coverage for any one motor vehicle under any one policy, and the following order of priority shall apply:
 - (a) a policy covering a motor vehicle **occupied** by the injured person at the time of the **accident**, provided that if other insurance provides for SUM coverage in satisfaction of the financial responsibility requirements of Article 44-B of the New York Vehicle and Traffic Law, then coverage under that policy shall be a higher priority policy over this policy;
 - (b) a policy covering a motor vehicle not involved in the **accident** under which the injured person is a named insured; and
 - (c) a policy covering a motor vehicle not involved in the **accident** under which the injured person is an **insured** other than a named insured.

Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher priority policy.

8. Exhaustion Required: Except as provided in Condition 9, **we** will pay under this SUM coverage only after the limits of liability have been exhausted under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the **accident** in regard to any one person who may be legally liable for the **bodily injury** sustained by the **insured**.
9. Release or Advance:
 - (a) In **accidents** involving the **insured** and one or more negligent parties, if such **insured** settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, a release may be executed with such party after 30 calendar days from **our** receipt of the **insured's** written notice to **us**, unless within this time period **we** agree to advance such settlement amounts to the **insured** in return for the cooperation of the **insured** in **our** lawsuit on behalf of the **insured**.
 - (b) **We** shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the **insured** and any additional amounts paid under this SUM coverage. Any excess above those amounts shall be paid to the **insured**.
 - (c) An **insured** shall not otherwise settle with any negligent party, without **our** written consent, such that **our** rights would be impaired.
10. Non-Duplication: This SUM coverage shall not duplicate any of the following:
 - (a) benefits payable under workers' compensation or other similar laws;
 - (b) non-occupational disability benefits under Article 9 of the Workers' Compensation Law or other similar law;

- (c) any amounts recovered or recoverable pursuant to Article 51 of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
- (d) any valid or collectible motor vehicle medical payments insurance; or
- (e) any amounts recovered as **bodily injury** damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

11. Arbitration:

If any **insured** makes claim under this SUM coverage and **we** do not agree that such **insured** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by the **insured**, or **we** do not agree as to the amount of payment that may be owed under this SUM coverage, then, at the option and upon written demand of such **insured**, the matter or matters upon which such **insured** and **we** do not agree shall be settled by arbitration, administered by the American Arbitration Association, pursuant to procedures approved by the Superintendent of Financial Services for this purpose.

If the maximum amount of SUM coverage provided by this Part III equals the amount of coverage required to be provided by section 3420(f)(1) of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law, then such disagreement shall be settled by such arbitration procedures upon written demand of either the **insured** or **us**. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such **insured** and **we** each agree to be bound by any award made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term "**insured**" includes any person authorized to act on behalf of the **insured**.

12. Subrogation: If **we** make a payment under this SUM coverage, then **we** have the right to recover the amount of the payment from any person legally responsible for the **bodily injury** or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The **insured** or any person acting on behalf of the **insured** must do whatever is necessary to transfer this right of recovery to **us**. Except as permitted by Condition 9, such person shall do nothing to prejudice this right.
13. Payment of Loss by Company: **We** shall pay any amount due under this SUM coverage to the **insured** or, at **our** option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
14. Action Against Company: No lawsuit shall lie against **us** unless the **insured** or the **insured's** legal representative has first fully complied with all the terms of this SUM coverage.

PART IV—PERSONAL INJURY PROTECTION COVERAGE

Except as specifically modified in this Part IV, all provisions of the Transportation Network Company Commercial Auto Policy apply.

MANDATORY PERSONAL INJURY PROTECTION—NEW YORK

The Company agrees with the **named insured** as follows:

Section I

Mandatory Personal Injury Protection

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an **accident** arising out of the **use or operation** of a **motor vehicle** or a **motorcycle** during the policy period and within the United States of America, its territories or possessions, or Canada.

First-Party Benefits

First-party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) amounts recovered or recoverable on account of **personal injury** to an eligible injured person under state or federal laws providing social security disability or workers' compensation benefits, or disability benefits under Article 9 of the New York Workers' Compensation Law; and
- (c) the amount of any applicable deductible, provided that such deductible shall apply to each **accident**, but only to the total of first-party benefits otherwise payable to the **named insured** and any **relative** as a result of that **accident**.

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single **accident** shall not exceed \$50,000, except that any death benefit hereunder shall be in addition thereto.

Medical Expense

Medical expense shall consist of necessary expenses for:

- (a) medical, hospital (including services rendered in compliance with Article 41 of the Public Health Law, whether or not such services are rendered directly by a hospital), surgical, nursing, dental, ambulance, X-ray, prescription drug, and prosthetic services;

- (b) psychiatric, physical, and occupational therapy and rehabilitation;
- (c) any nonmedical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
- (d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that, within one year after the date of the **accident**, it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of Section 5108 of the New York Insurance Law.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of \$2,000 per month for a maximum period of three years from the date of the **accident**:

- (a) loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the **use or operation** of a **motor vehicle** or a **motorcycle**, shall not be entitled to receive first-party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and
- (b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$25 per day for a period of one year from the date of the **accident** causing injury.

Death Benefit

Upon the death of any eligible injured person, caused by an **accident** to which this coverage applies, the company will pay to the estate of such person a death benefit of \$2,000.

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) the **named insured** and any **relative** who sustains **personal injury** arising out of the **use or operation** of any **motor vehicle**;

- (b) the **named insured** and any **relative** who sustains **personal injury** arising out of the **use or operation** of any **motorcycle**, while not **occupying** a **motorcycle**;
- (c) any New York State resident who sustains **personal injury** arising out of the **use or operation** of the **insured motor vehicle** outside of the State of New York while not **occupying** another **motor vehicle**; or
- (d) any other person who sustains **personal injury** arising out of the **use or operation** of the **insured motor vehicle** in the State of New York while not **occupying** another **motor vehicle**.

Exclusions

This coverage does not apply to **personal injury** sustained by:

- (a) the **insured driver** while **occupying**, or while a pedestrian through being struck by, any **motor vehicle** owned by the **insured driver** with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) any **relative** while **occupying**, or while a pedestrian through being struck by, any **motor vehicle** owned by the **relative** with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) the **named insured** or **relative** while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** in New York State, other than the **insured motor vehicle**, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to **personal injury** sustained in New York State by the **named insured** or **relative** while **occupying** a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) any person in New York State while **occupying** the **insured motor vehicle** which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a **named insured** or **relative** under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (e) any person while **occupying** a **motorcycle**;
- (f) any person who intentionally causes his or her own **personal injury**;
- (g) any person as a result of operating a **motor vehicle** while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a **motor ve-**

- hicle** in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable;
- (h) any person while:
 - (1) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (2) operating a **motor vehicle** in a race or speed test;
 - (3) operating or **occupying** a **motor vehicle** known to that person to be stolen; or
 - (4) repairing, servicing or otherwise maintaining a **motor vehicle** if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a **motor vehicle** and the injury occurs on the business premises;
 - (i) the **named insured** or **relative** while not **occupying** a **motor vehicle** or a **motorcycle** when struck by a **motorcycle** in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;
 - (j) any New York State resident other than the **named insured** or **relative** injured through the **use or operation** of the **insured motor vehicle** outside of New York State if such resident is the owner or a **relative** of the owner of a **motor vehicle** insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;
 - (k) any New York State resident other than the **named insured** or **relative** injured through the **use or operation** of the **insured motor vehicle** outside of New York State if such resident is the owner of a **motor vehicle** for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect; and
 - (l) any person while, pursuant to Article 44-B of the New York Vehicle and Traffic Law, the **motor vehicle** is used by a **TNC driver** while the driver is not engaged in a **TNC prearranged trip**.

Other Definitions

When used in reference to this coverage:

- (a) “**insured motor vehicle**” means a **motor vehicle** while being used by a **TNC driver**, to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) “**motorcycle**” means a vehicle as defined in Section 123 of the New York Vehicle and Traffic Law, and which is required to carry financial security pursuant to Article 6, 8 or 48-A of the Vehicle and Traffic Law;
- (c) “**motor vehicle**” means a **motor vehicle**, as defined in Section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any **motor vehicle** not required to carry financial security pursuant to Article 6, 8 or 48-A of the Vehicle and Traffic Law, or a **motorcycle** as defined above;
- (d) “**named insured**” means the person or organization named on the **declarations page**;

- (e) **“occupying”** means in or upon or entering into or alighting from;
- (f) **“personal injury”** means **bodily injury**, sickness or disease;
- (g) **“relative”** means a spouse, child, or other person related to the **named insured** by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured’s household, including any such person who regularly resides in the household but is temporarily living elsewhere; and
- (h) **“use or operation”** of a **motor vehicle** or a **motorcycle** includes the loading or unloading of such vehicle.

Conditions

Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

Notice. In the event of an **accident**, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the **accident**, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company’s authorized agents, as soon as reasonably practicable, but in no event more than 30 days after the date of the **accident**, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. If an eligible injured person or that person’s legal representative institutes a proceeding to recover damages for **personal injury** under Section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company’s authorized agents by such eligible injured person or that person’s legal representative.

Proof of Claim; Medical, Work Loss, and Other Necessary Expenses. In the case of a claim for health service expenses, the eligible injured person or that person’s assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable, but in no event later than 45 days after the date services are rendered. The eligible injured person or that person’s representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable, but in no event later than 90 days after the work loss is incurred or other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person’s representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person’s legal representative shall:

- (a) execute a written proof of claim under oath;
- (b) as may reasonably be required, submit to examinations under oath by any person named by the Company and subscribe the same;

- (c) provide authorization that will enable the Company to obtain medical records; and
- (d) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.

Arbitration. In the event any person making a claim for first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Reimbursement and Trust Agreement. To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for **personal injury** under Section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

- (a) hold in trust, for the benefit of the Company, all rights of recovery which that person shall have for **personal injury** under Section 5104(b) of the New York Insurance Law;
- (b) do whatever is proper to secure, and shall do nothing to prejudice, such rights; and
- (c) execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under Section 5104(b) of the New York Insurance Law, except:

- (a) with the written consent of the Company;
- (b) with approval of the court; or
- (c) where the amount of the settlement exceeds \$50,000.

Other Coverage. Where more than one source of first-party benefits required by Article 51 of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one **accident**, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.

If the eligible injured person is entitled to benefits under any such mandatory first-party motor vehicle or no-fault motor vehicle insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault motor vehicle insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the \$50,000, or \$75,000 if Optional Basic Economic Loss (OBEL) coverage is purchased, limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

Section II

Excess Coverage

If motor vehicle medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any Mandatory PIP, OBEL, or Additional PIP benefits paid or payable, or which would be paid or payable but for the application of a deductible, under this or any other motor vehicle no-fault insurance policy.

Section III

Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such act or any amendment is deemed to be invalid or unenforceable in whole or in part.

NOTE: THE FOLLOWING APPLIES ONLY IF **YOU** PAY THE PREMIUM FOR OPTIONAL BASIC ECONOMIC LOSS COVERAGE.

OPTIONAL BASIC ECONOMIC LOSS COVERAGE—NEW YORK

The Company agrees with the **named insured**, subject to all the provisions, exclusions and conditions of the MANDATORY PERSONAL INJURY PROTECTION—NEW YORK not expressly modified in this Part IV, as follows:

The definition of Basic Economic Loss contained in the MANDATORY PERSONAL INJURY PROTECTION—NEW YORK is replaced by the following:

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any **loss** sustained on account of death. Basic economic loss of each eligible injured person on account of any single **accident** shall not exceed \$75,000, the last \$25,000 of which represents optional basic economic loss coverage, payable after the first \$50,000 of basic economic loss has been exhausted, that the eligible injured person or that person's legal representative may specify will be applied to one of the following four options:

- (a) basic economic loss;
- (b) loss of earnings from work;
- (c) psychiatric, physical, or occupational therapy and rehabilitation; or
- (d) a combination of options (b) and (c).

Any death benefit hereunder shall be in addition thereto.

Exclusion (c) set forth in the MANDATORY PERSONAL INJURY PROTECTION—NEW YORK is replaced by the following:

- (c) the **named insured** or **relative** while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** in New York State, other than the **insured motor vehicle**, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to:
 - (1) the Optional Basic Economic Loss coverage provided under this Part IV, unless OBEL coverage is provided by the policy covering the other **motor vehicle**; or
 - (2) to **personal injury** sustained in New York State by the **named insured** or **relative** while **occupying** a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus.

Election

Election of the OBEL option shall be made by the eligible injured person or that person's legal representative after such person has incurred expense aggregating \$30,000 in basic economic loss and after receiving the required notices from the Company that an OBEL election may be made. Failure of the eligible injured person or that person's legal representative to respond to the second notice within 15 calendar days after its mailing shall be considered an election by the eligible injured person to apply OBEL coverage to all elements of basic economic loss. Once made by the eligible injured person or that person's legal representative, an OBEL election cannot be changed. However, if claims payable under OBEL coverage have not yet been received by the Company, an eligible injured person who has failed to respond to the second notice in a timely manner may make an election.

Notice

If OBEL coverage is payable under this policy, but Mandatory PIP is being paid under a policy covering another **motor vehicle**, then the **named insured** or **relative** shall notify the Company no later than 90 days after Mandatory PIP benefits under that other policy have been exhausted. The Company shall then send its OBEL election notice.

NOTE: THE FOLLOWING APPLIES ONLY IF **YOU** PAY THE PREMIUM FOR ADDITIONAL PERSONAL INJURY PROTECTION COVERAGE.

ADDITIONAL PERSONAL INJURY PROTECTION—NEW YORK

The Company agrees with the **named insured**, subject to all of the provisions, exclusions and conditions of the MANDATORY PERSONAL INJURY PROTECTION—NEW YORK not expressly modified in this coverage as follows:

Additional Personal Injury Protection

The Company will pay additional first-party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an **accident** arising out of the **use or operation** of a **motor vehicle** or a **motorcycle** during the policy period. This coverage only applies to **motor vehicle accidents** within the United States of America, its territories or possessions, or Canada.

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) the **named insured** and any **relative** who sustains **personal injury** arising out of the **use or operation** of any **motor vehicle**;
- (b) the **named insured** and any **relative** who sustains **personal injury** arising out of the **use or operation** of any **motorcycle** while not **occupying** a **motorcycle**;
- (c) any other person who sustains **personal injury** arising out of the **use or operation** of the **insured motor vehicle** while **occupying** the **insured motor vehicle**; or
- (d) any other person who sustains **personal injury** arising out of the **use or operation** of any other **motor vehicle** (other than a public or livery conveyance) while **occupying** such other **motor vehicle**, if such other **motor vehicle** is being operated by the **named insured** or any **relative**.

Exclusions

This coverage does not apply to **personal injury** sustained by:

- (a) any person while **occupying** a **motor vehicle** owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) any person while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** owned by the **named insured** with respect to which additional personal injury protection coverage is not provided under this policy;

- (c) any **relative** while **occupying**, or while a pedestrian through being struck by, a **motor vehicle** owned by such **relative** with respect to which additional personal injury protection coverage is not provided under this policy;
- (d) any New York State resident other than the **named insured** or **relative** injured through the **use or operation** of a **motor vehicle** outside of New York State if such resident is the owner of a **motor vehicle** for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) any person while **occupying a motorcycle**;
- (f) any person who intentionally causes his or her own **personal injury**;
- (g) any person as a result of operating a **motor vehicle** while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a **motor vehicle** in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable;
- (h) any person while:
 - (i) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) operating a **motor vehicle** in a race or speed test;
 - (iii) operating or **occupying a motor vehicle** known to that person to be stolen; or
 - (iv) repairing, servicing, or otherwise maintaining a **motor vehicle** if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a **motor vehicle** and the injury occurs on the business premises; or
- (i) any person while, pursuant to Article 44-B of the New York Vehicle and Traffic Law, the **motor vehicle** is used by a **TNC driver** while the driver is not engaged in a **TNC prearranged trip**.

Additional First-Party Benefits

Additional first-party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this Additional Personal Injury Protection Coverage includes such loss of earnings;
- (b) amounts recovered or recoverable on account of **personal injury** to an eligible injured person under state or federal laws providing social security disability or workers' compensation benefits or disability benefits under Article 9 of the New York Workers' Compensation law, which amounts have not been applied to reduce first-party benefits recovered or recoverable under basic economic loss;

- (c) amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this Additional Personal Injury Protection Coverage under any mandatory source of first-party automobile no-fault benefits required by the laws of any state (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) basic economic loss sustained on account of an **accident** occurring within the United States of America, its possessions or territories, or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of Article 6 or 8 of the New York Vehicle and Traffic Law and Article 51 of the New York Insurance Law;
- (b) the difference between:
 - (i) basic economic loss; and
 - (ii) basic economic loss recomputed in accordance with the time and dollar limits shown on the **declarations page**.

Two Or More Motor Vehicles Insured Under This Policy

The limit of liability under this Additional Personal Injury Protection Coverage applicable to injuries sustained by an eligible injured person while **occupying**, or while a pedestrian through being struck by, the **insured motor vehicle** shall be as stated on the **declarations page** for that **insured motor vehicle**. The limit of liability for injuries covered by this Additional Personal Injury Protection Coverage and sustained by an eligible injured person while **occupying**, or while a pedestrian through being struck by, a **motor vehicle**, other than the **insured motor vehicle**, shall be the highest limit stated for this coverage in the **declarations page** for any **insured motor vehicle** under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Non-Duplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this Additional Personal Injury Protection Coverage or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this Additional Personal Injury Protection Coverage (New York) shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this Additional Personal Injury Protection Coverage applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first-party automobile or no-fault automobile insurance for the same elements of loss covered by this Additional Personal Injury Protection Coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amounts available under this coverage and such other optional insurance, for the same elements of loss.

GENERAL PROVISIONS

1. Policy Period and Territory

This policy applies only to **accidents** and **losses** occurring during the policy period shown on the **declarations page** and that occur during a **prearranged service** within a state, territory or possession of the United States of America, or a province or territory of Canada, or while the **TNC vehicle** is being transported between their ports.

2. Policy Changes

This policy, the **declarations page**, as amended, **your** insurance application, and endorsements to this policy issued by **us** contain the entire insurance policy issued to **you** by **us** for the coverages provided. Subject to the following, its terms may not be changed or waived except by an endorsement issued by **us**.

The premium for this policy is based on information **we** have received from **you** and/or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If the information **you** provided is incorrect, incomplete, or changes during the policy period, **you** agree that **we** may adjust **your** premium during the policy period, or take other appropriate action, including, but not limited to, cancellation or nonrenewal of this policy.

Nothing contained in this section will limit **our** right to cancel or nonrenew this policy for fraud, misrepresentation or concealment of any material fact by **you**, or anyone acting on **your** behalf.

3. **Two or More Policies Issued to You by Us**

If any applicable insurance other than this policy is issued to **you** by **us** and applies to the same **accident** or **loss**, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability. However, if more than one **TNC vehicle** is involved in the same **accident**, each **insured** operating or using a **TNC vehicle** shall have separate limits of liability for Liability To Others Coverage listed on the **declarations page**. However, this condition does not apply to liability coverage.

4. **Legal Action Against Us**

We may not be sued by a person, corporation or entity insured by this policy unless there is full compliance by that same insured person, corporation or entity with all the terms of this policy.

We may not be sued for payment under Part I—Liability To Others until the obligation of an insured under Part I to pay is finally determined either by judgment against that insured after actual trial or by written agreement of the insured, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured.

5. **Our Recovery Rights**

In the event of any payment under this policy, **we** are entitled to all the rights of recovery of the person or organization to whom payment was made. That person or organization must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after the **loss** or **accident** to harm **our** rights.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held in trust for **us** and reimbursed to **us** to the extent of **our** payment, provided that the person to or on behalf of whom such payment is made is fully compensated for their **loss**.

In the event recovery has already been made from the responsible party, any rights to recovery by the person(s) claiming coverage under this policy no longer exist.

6. **Assignment**

Interest in this policy may not be assigned without **our** written consent.

7. **Waiver**

Notice to any agent or knowledge possessed by any agent or other person shall not change or effect a waiver on any portion of this policy nor prevent **us** from exercising any of **our** rights under this policy.

8. **Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an insured. If a judgment against an insured remains unsatisfied after 30 days because of the bankruptcy or insolvency of the insured, a person claiming damages under Part I—Liability To Others may maintain an action against **us** for the amount of the judgment subject to the terms and conditions of this policy and not exceeding **our** Limits of Liability under Part I.

9. **Duty to Provide Premium Data**

In order to calculate the premium owed to **us** on **your** policy, **you** are required to send **us** a monthly report with the data and information **we** require in order for **us** to calculate the premium owed for each monthly invoice. If **you** fail to provide **us** with a timely monthly report, **we**, at **our** sole discretion, may determine the premium owed to **us** for that monthly invoice using information **we** have in **our** possession.

Failure by **you** to provide **us** with a timely monthly report will be considered a failure to cooperate with **us** and a breach of the terms of this policy contract.

10. **Fraud or Misrepresentation**

This policy was issued in reliance upon information **you** provided to **us** and this policy is maintained based upon information **you** recurrently provide to **us**. **We** may cancel this policy, and deny coverage, at any time, including after the occurrence of an **accident** or **loss**, if **you**:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

in obtaining this policy or in the submission of information to **us** in a monthly report pertaining to premium data. This means that **we** will not be liable for any claims or damages that would otherwise be covered.

We may deny coverage to an insured for an **accident** or **loss** if that insured knowingly concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct in connection with the presentation or settlement of a claim. **We** reserve all rights to indemnity against a person committing fraud or misrepresentation for all payments made and costs incurred. Coverage may not be denied to an insured if that insured did not knowingly engage in the concealment, misrepresentation, or fraudulent conduct.

11. **Liberalization**

If **we** make a change that broadens a coverage **you** have under this edition of **your** policy without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in New York. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

12. **Severability**

Apart from certain exceptions for the Limit of Liability as described in this policy, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or lawsuit is brought.

13. **Settlement of Claims**

We may use estimating, appraisal, or injury evaluation systems to adjust claims under this policy and to determine the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by **us** or a third party and may include computer software, databases, and specialized technology.

14. **Duty to Report Changes**

You must notify **us** as soon as reasonably possible when:

1. A municipality, airport, or other governmental entity establishes a law or requirement that impacts the coverages or limits of this policy; or
2. **You** make material changes to one or more covered **TNC** operations or **you** seek to include a new **transportation network company** program for coverage under this policy.

15. **Terms of Policy Conformed to Statutes**

If any provision of this policy fails to conform to the applicable statutes as required by law, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by New York law.

16. Cancellation and Nonrenewal

a. Cancellation

1. **You** may cancel the entire policy by returning it to **us** or by giving **us** at least 30 days advance notice of the date cancellation is to take effect. **You** shall also provide notice to all **TNC drivers**.
2. **We** may cancel the entire policy for any of the reasons listed below, provided **we** mail or deliver **you** written notice at least 30 days before the effective date of cancellation:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform **you** of the amount due;
 - b. Conviction of a crime arising out of acts increasing the hazard insured against;
 - c. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
 - d. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
 - e. Required pursuant to a determination by the Superintendent that continuation of **our** present premium volume would jeopardize **our** solvency or be hazardous to the interest of **our** policyholders, **our** creditors, or the public;
 - f. A determination by the Superintendent that the continuation of the policy would violate, or would place **us** in violation of, any provision of the Insurance Code; or
 - g. Where **we** have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that **you** will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if **we** cancel for this reason, **you** may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review **our** cancellation decision. **We** will also send a copy of this notice, simultaneously, to the Department of Financial Services.If the policy is cancelled, **you** will be responsible for providing notice to all **TNC drivers**.
3. **We** may cancel coverage for a **TNC driver** only for the reasons listed below, provided **we** mail or deliver to **you** and the **TNC driver** written notice at least 30 days before the effective date of cancellation:
 - a. Conviction of a crime arising out of acts increasing the hazard insured against;
 - b. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder; or
 - c. Where **we** have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the **TNC driver** will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if **we** cancel

for this reason, the **TNC driver** may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review **our** cancellation decision. **We** will also send a copy of this notice, simultaneously, to the Department of Financial Services.

An act or omission by a **TNC driver** that would constitute the basis for cancellation of coverage for the **TNC driver** shall not constitute the basis for cancellation of the policy.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.
5. Notice will include the reason for cancellation.

b. **Cancellation Refund**

If this policy is cancelled, **we** will compute all premiums owed to **us** or premiums refunded to **you** in accordance with **our** rules, rates, premium billing process, and the Duty to Provide Premium Data section of this policy.

The periodic reports **you** provide to **us** with actual miles driven and other premium data must continue to be provided to **us** after the cancellation date and will be used to determine the earned premium for the policy period prior to the cancellation date.

c. **Nonrenewal**

If **we** decide not to renew or continue this policy, or to conditionally renew this policy, **we** will mail or deliver to **you** and to each **TNC driver** notice at least 30 but not more than 120 days before the end of the policy period, or, if no date is specified, at an anniversary of its original effective date.

If this policy is nonrenewed, **we** will compute all premiums owed to **us** or premiums refunded to **you** in accordance with **our** rules, rates, premium billing process, and the Duty to Provide Premium Data section of this policy.

d. **Delivery of Notices**

1. Notice to **you** will be mailed or delivered to the mailing address shown in the policy.
2. Notice to any **TNC driver** will be mailed or delivered to the **TNC driver's** mailing address, or by electronic mail if consent to such method of delivery has been previously provided by the **TNC driver**.

17. **Settlement Release**

With respect to any claim made under Part III of this policy in which **we** reach a settlement with an **insured**, that **insured** must execute a release in the form **we** require.

18. **Payment or Performance**

If payment of money or performance of a condition specified by this policy is required within, before or after a period of time computed from a certain day, the last day of such time period for payment or performance may be any day of the year, including a Saturday, Sunday, or public holiday.

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