



CERTIFIED INSURANCE SERVICE REPRESENTATIVES

William T. Hold Seminar

IA&B of PA ME & DE Webinar Event
2021

The National Alliance for Insurance Education & Research

William T. Hold Seminar - Personal

IA&B of PA MD & DE Webinar Event

7:45 AM - 8:00 AM (ET)

Join Webinar

8:00 AM - 12:00 PM (ET)

Section 1

My Home, My Vehicle, My Self: Huge Problems with Rental/Sharing Risks

12:00 PM - 1:00 PM (ET)

Lunch

1:00 PM - 4:00 PM (ET)

My Home, My Vehicle, My Self: Huge Problems with Rental/Sharing Risks (Continued)

CERTIFIED INSURANCE SERVICE REPRESENTATIVES

William T. Hold Seminar

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The Society of Certified Insurance Service Representatives

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Section 1

My Home, My Vehicle, My Self: Huge Problems with Rental/Sharing Risks

My Home, My Vehicle, My Self: Huge Problems with Rental/Sharing Risks

William T. Hold Seminar – Personal Lines

Presented on behalf of the IA&B by:

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COURSE DESCRIPTION:

This course reviews many insurance concerns presented when owners of real and/or personal property share it with or rent it to others. We'll also review concerns presented when services are provided to others for a fee. Examples of issues discussed include:

- concerns for owners and renters of homes
- home-sharing, ride-sharing, vehicle-sharing, “other”-sharing risks
- renting personal property and/or services to others

All policy language and forms referenced in this course are product of the Insurance Services Office (ISO) used with permission.

Learning Objectives

1. Review traditional home rental concerns for owners.
2. Review traditional home rental concerns for owners of condos.
3. Review traditional home rental concerns for tenants.
4. Review home-sharing concerns for owners.
5. Review home-sharing concerns for renters.
6. Review examples of other rental/sharing exposures.
7. Review examples of paid services and how the ISO HO insurance may or may not respond.
8. Review exposures created through renting autos or other vehicles owned by an insured.
9. Review coverage concerns in the ISO PAP regarding ride-sharing.
10. Review examples of paid services and how the ISO PAP insurance may or may not respond.
11. Review the exposure of rental scooters and how the ISO policies may or may not respond.

SECTION ONE – My Home, My Self

1. Learning Objective: Review traditional home rental concerns for owners.

1. **Traditional** home rental concerns for owners:

A. Homes that are owner-occupied and also available to a limited number of renters are eligible for a homeowner's policy

1) Assuming no issue with underwriting, the existence of a rental exposure does not create an exclusion for damage to the *dwelling*. However, the exposure may create an exclusion for damage to *other structures*:

From the HO 00 03 – Homeowners 3 Special Form – Section I – Property Coverages:

B. Coverage B – Other Structures

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Other structures from which any "business" is conducted; or
- d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

2) This limitation may be addressed by endorsement. For example, ISO's *Structures Rented To Others – Residence Premises – HO 04 40* endorsement

- B. Owners have only \$2,500 for covered perils to personal property furnished in the part of the home held for rent. No Theft coverage for such property. If rental is occasional and not to a "home-sharing occupant" (more on this later), could buy back Theft coverage with ISO's *Extended Theft Coverage for Residence Premises Occasionally Rented to Others* – HO 05 41 endorsement

From the HO 00 03 – Homeowners 3 Special Form – Section I – Property Not Covered:

- 4. Property Not Covered
We do not cover:
 - g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in E.10. Landlord's Furnishings under Section I – Property Coverages;

From the HO 00 03 – Homeowners 3 Special Form – Section I – Property Coverages:

- E. Additional Coverages
 - 10. Landlord's Furnishings
We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage C, other than Theft.
This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.
This coverage does not increase the limit of liability applying to the damaged property.

- C. Property owned by renter is not covered:

From the HO 00 03 – Homeowners 3 Special Form – Section I – Property Not Covered:

- 4. Property Not Covered
We do not cover:
 - f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

D. *Coverage D – Loss of Use*

- 1) *Coverage D – Loss Of Use, Fair Rental Value* is triggered only if the covered loss causes the rental space to be considered not fit to live in:

From the HO 00 03 – Homeowners 3 Special Form – Section I – Coverage D – Loss Of Use:

D. Coverage D – Loss Of Use

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

2. Fair Rental Value

If a loss covered under Section I makes that part of the “residence premises” rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

- 2) Costs associated with the cancellation of a lease or agreement not covered:

From the HO 00 03 – Homeowners 3 Special Form – Section I – Coverage D – Loss Of Use:

4. Loss Or Expense Not Covered

We do not cover loss or expense due to cancellation of a lease or agreement.

- E. If the full home is rented or held for rental, liability for the owner is excluded unless rented on an occasional basis for use only as a residence. NOTE: occasional is NOT defined in the policy:

From the HO 00 03 – Homeowners 3 Special Form – Section II – Exclusions:

- E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others
Coverages E and F do not apply to the following:
2. "Business"
- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".
- This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".
- b. This Exclusion E.2. does not apply to:
- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
 - (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

- F. Note that other liability exclusions may also apply. For example, if a tenant is operating a landlord's excluded "motor vehicle" or watercraft

- G. No liability coverage if landlord rents out the use of a premises – such as a home, cabin or land – that is not an “insured location”:

From the HO 00 03 – Homeowners 3 Special Form – Section II – Exclusions:

- E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others
Coverages E and F do not apply to the following:
 - 4. "Insured's" Premises Not An "Insured Location"
"Bodily injury" or "property damage" arising out of a premises:
 - a. Owned by an "insured";
 - b. Rented to an "insured"; or
 - c. Rented to others by an "insured";that is not an "insured location";

From the HO 00 03 – Homeowners 3 Special Form – Definitions:

- 6. "Insured location" means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises described in a. and b. above;
 - d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
 - e. Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or
 - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

- H. ISO's *Personal Injury Coverage – HO 24 82* endorsement lists wrongful eviction as a covered offense. This endorsement also gives back coverage while rented if rental is occasional:

From the HO 24 82:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

- 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

2. Learning Objective: Review traditional home rental concerns for owners of condos.

2. **Traditional** rental concerns for owners of condominiums:

- A. Regarding the exposure of rental, the ISO *HO-6 – Unit-Owners Form – HO 00 06* is similar to the HO-3 with a few exceptions:

- 1) The owner's personal property in an apartment regularly rented or held for rental is not covered. Unlike the HO-3, the HO-6 does not include an Additional Coverage for Landlord's Furnishings. To buy back personal property coverage if regularly rented, use ISO's *Unit-Owners Rental to Others – HO 17 33* endorsement. Note that this endorsement also reinstates liability coverage
- 2) *Coverage D – Loss of Use* includes *Fair Rental Value*. However, the limit in the HO-6 for Coverage D is typically a percentage (commonly 50%) of the *Coverage C – Personal Property* limit

3. Learning Objective: Review traditional home rental concerns for tenants.

3. **Traditional** home rental concerns for tenants:

- A. Reliance on someone else's insurance policy (landlord) should the residence sustain damage. Poor communication from landlord to tenant regarding insurance coverage and/or needs
- B. Unless related to the Named Insured or a person under 21 who is in the care of a Named Insured's resident relative, tenant is not an insured under landlord's policy for liability purposes
- C. The ISO *HO-4 Contents Broad Form – HO 00 04* is similar to the HO-3 with the primary difference being the absence of Coverage A and Coverage B
 - 1) The HO-4 is subject to named perils
 - 2) A tenant who makes structural improvements to the rented home for which he/she is responsible for insuring should note the following limitation:

From the HO 00 04 – Additional Coverages:

10. **Building Additions And Alterations**
We cover under Coverage C the building improvements or installations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage C.
This coverage is additional insurance.

- 3) The liability section of the HO-4 mirrors that of the other ISO HO forms
 - a. Some items of interest for tenants regard intentional damage to or accidental damage to the rented property:

From the HO 00 04 – Section II - Exclusions:

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others
Coverages E and F do not apply to the following:

- 1. Expected Or Intended Injury
"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":
 - a. Is of a different kind, quality or degree than initially expected or intended; or
 - b. Is sustained by a different person, entity or property than initially expected or intended.

However, this Exclusion E.1. does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

F. Coverage E – Personal Liability
Coverage E does not apply to:

- 3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

- b. If property damage is accidental or if it is intentionally caused by an insured who is under 13 there is a \$1,000 give-back in *Section II – Additional Coverages – C. Damage To Property Of Others*

4. Learning Objective: Review home-sharing concerns for owners.

4. Home-sharing concerns for the owner:

- A. Web/app-based services have created a new wave of landlords who make a portion (such as a bedroom), entire home or other structure available for rent on a short-term basis. Insurance protection for landlords/owners (sometimes called hosts) may be available through the Web/app-based service

B. ISO home-sharing endorsements

- 1) ISO's *Home-Sharing Host Activities Amendatory Endorsement – HO 06 53* severely restricts coverage for both property and liability claims occurring while the home is available for rent on a defined "Home-sharing network platform":

From the HO 06 53 – Home-Sharing Host Activities Amendatory Endorsement – Definitions:

- A. The following definitions are added:
1. "Home-sharing host activities" means:
 - a. The:
 - (1) Rental or holding for rental; or
 - (2) Mutual exchange of services;of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and
 - b. Any other related property or services made available by an "insured" for use during such:
 - (1) Rental; or
 - (2) Mutual exchange of services;except those property or services provided by another party.
 2. "Home-sharing network platform" means an online-enabled application, web site or digital network that:
 - a. Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
 - b. Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.
 3. "Home-sharing occupant" means a person, other than an "insured", who:
 - a. Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or
 - b. Is accompanying or staying with a person described in Paragraph 3.a. of this provision under such "home-sharing host activities".

- 2) Limitations/exclusions in the *HO 06 53*:
- a. Amends the definition of “business” to specifically exclude “home-sharing host activities”
 - b. Excludes coverage for losses to property of a “home-sharing occupant”
 - c. Excludes coverage for losses to property located in a space while rented or held for rental to a “home-sharing occupant”
 - d. Removes Fair Rental Value coverage in connection with “home-sharing host activities”
 - e. Excludes the perils of Theft and Vandalism/Malicious Mischief if arising out of “home-sharing host activities”
 - f. Excludes liability claims arising from “home-sharing host activities”
 - g. Excludes “personal injury” claims arising from “home-sharing host activities”

3) Insureds with the *HO 06 53* who wish to buy back coverage may consider the *Broadened Home-sharing Host Activities Endorsement - HO 06 63*. A few notes about this endorsement:

- a. Other structures rented to a “home-sharing occupant” may be covered by this endorsement
- b. It gives back coverage for “personal injury” claims
- c. It allows the Named Insured to schedule a limit of liability for damage to property of others which occurs during “home-sharing host activities”
- d. Note that this endorsement is designed to remove limitations created by the *HO 06 53*. Other exclusions in the HO policy – such as those for “motor vehicle liability” or “watercraft liability” – are not removed by this endorsement

C. Insurance coverage (or lack thereof) offered through the web/app-based service. For example, Airbnb - <https://www.airbnb.com/d/safety>

1) “Host guarantee” for damage caused by renter to owner’s home and/or contents

- a. Payable up to \$1m if damages are not reimbursed by a guest
- b. Doesn’t cover damage to certain items – example: collectibles
- c. Doesn’t cover wear and tear
- d. To be eligible, host must contact the guest and Airbnb about the damages within 14 days of checkout or before the next guest checks in

- e. Agents should recommend that interested insureds review all information on the service’s website thoroughly as well as contact the service directly with specific questions. “Host guarantee” T&Cs are available through the website
- 2) “Host protection insurance” for claim or lawsuit filed against owner for bodily injury or property damage
- a. Primary insurance for incidents related to an Airbnb stay. Payable up to \$1m including defense costs. Agents should assist insureds in determining how HO and Umbrella policies will or won’t function in relation to this insurance
 - b. Does not cover damage to owner’s property or loss of use
 - c. Agents should recommend that interested insureds review all information on the website thoroughly as well as contact the service directly with specific questions. A comprehensive guide to the insurance is available for download through the website

5. <u>Learning Objective</u> : Review home-sharing concerns for renters.
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- 5. Home-sharing concerns for the renter:
 - A. Reliance on someone else’s insurance

B. Limited coverage for liability resulting from property damage to the rented property:

1) **From the HO 00 03 – Section II - Exclusions:**

F. Coverage E – Personal Liability

Coverage E does not apply to:

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

- 2) If property damage is accidental or if it is intentionally caused by an insured who is under 13 there is a \$1,000 give-back in *Section II – Additional Coverages – C. Damage To Property Of Others*. It may be possible to increase the \$1,000 with *ISO's Damage to Property of Others – Increased Limits – HO 06 51* endorsement

6. Learning Objective: Review examples of other rental/sharing exposures.

6. Other rental/sharing exposures (exposures involving vehicles discussed in the next section). For example: the insured's premises being used for hosting events or storage, the insured renting personal property to others. Examples of tech used for such: Neighbor (rent your space), Swimply (rent your pool), Buro (rent your stuff)

A. Concerns for the owner:

- 1) The ISO HO policy definition of “business”:

From the HO 00 03 – Definitions:

3. "Business" means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".

- 2) The ISO HO policy limitation for other structures used for “business” discussed previously
- 3) The ISO HO policy limitations for personal property used primarily for “business” purposes
- 4) The ISO HO policy limitation for property rented or held for rental to others off the “residence premises”:

From the HO 00 03 – Property Not Covered:

- h. Property rented or held for rental to others off the "residence premises";

- 5) The ISO HO policy liability exclusion and exceptions for “business” discussed previously

B. Concerns for the renter:

- 1) Reliance on someone else's insurance
- 2) Limitation for damage to property of others discussed previously
- 3) Contractual liability exclusion and exceptions:

From the HO 00 03 – Section II - Exclusions:

Coverage E does not apply to:

1. Liability:
 - b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";unless excluded in a. above or elsewhere in this policy;

7. Learning Objective: Review examples of paid services and how the ISO HO insurance may or may not respond.

7. Paid services. Examples of tech used for such: Fiverr, Upwork, TaskRabbit (exposures involving vehicles discussed in the next section)

A. Reliance on another party's insurance

- 1) Some services may insure and/or warranty the work performed, others may not. Variety of such protection varies greatly depending on the platform used and service offered.
- 2) Platform and/or customers may not require proof of insurance to perform work

- B. The ISO HO policy definition, limitations and exceptions for “business” discussed previously. Professional services are also excluded:

From the HO 00 03 – Section II - Exclusions:

- E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others
Coverages E and F do not apply to the following:
 - 3. Professional Services
"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

SECTION TWO – My Vehicle

- 8. Learning Objective: Review exposures created through renting autos or other vehicles owned by an insured.

- 1. Renting autos or other vehicles. Examples of tech used for such: Turo (rent your vehicle), Outdoorsy (rent your RV), Boatsetter (rent your boat)

- A. Concerns for owner:

- 1) All sections of the ISO PAP exclude coverage for accidents occurring while the vehicle is enrolled in and used in connection with a *personal vehicle sharing program* by anyone other than you or any “family member”:

For example, here is the exclusion language from Part A – Liability:

- 10. For the ownership, maintenance or use of "your covered auto" while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

- 2) Reliance on another party's insurance. For example, Turo makes protection plans available for hosts on a per-trip basis through its own insurance agency. The premium is a percentage of the trip price and varies based on which of the several options the host chooses

- 3) Regarding watercraft rental – The ISO HO policy excludes “Watercraft Liability” if at the time of “occurrence” its rented to others:

Portion of the HO 00 03 – Section II – “Watercraft Liability” exclusion:

- B. "Watercraft Liability"
1. Coverages E and F do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - b. Rented to others;

B. Concerns for renter:

- 1) Reliance on another party's insurance. For example, coverage provided in Turo's protection plan may be excess of the guest's personal auto policy

- 2) In the ISO PAP, *Part A – Liability* does not specifically exclude accidents caused while your or “family member” is using a rented auto. However, depending on the type and use of the vehicle, other exclusions may apply. For example, the policy excludes the use of vehicles designed mainly for use off public roads

- 3) In the ISO PAP, damage to a rented auto/RV is likely excluded in *Part A – Liability*. Look to *Part D – Coverage For Damage To Your Auto*

- 4) In the ISO PAP, *Part B – Medical Payments* excludes injuries occurring while occupying any vehicle located for use as a residence or premises

- 5) In the ISO PAP, *Part C – Uninsured Motorist* does not specifically exclude injuries sustained in an accident with a UM while operating a rented auto or RV

- 6) In the ISO PAP, *Part D – Coverage For Damage To Your Auto* does not exclude damage to non-owned autos provided the needed coverage is available for at least one scheduled auto. Damage to an unscheduled “trailer”, camper body or motor home is excluded with an exception for \$1,500 to a non-owned “trailer”

- 7) Regarding watercraft rental – in the ISO HO policy, an exception creates coverage for liability resulting from the use of rented watercraft that is:
 - a. A sailing vessel less than 26 feet in overall length

 - b. An inboard or inboard-outdrive motor of 50 HP or less

 - c. An outboard motor (no HP restriction)

- 7) Regarding watercraft rental – in the ISO HO policy, Section I – Property limits coverage for watercraft of all types to \$1,500. This limit includes trailer, furnishings, equipment and outboard engines or motors. Limited coverage under Section II – Liability due to exclusion for damage to rented property as discussed previously. Also, no contractual liability coverage due to exclusion discussed previously

9. Learning Objective: Review coverage concerns in the ISO PAP regarding ride-sharing.

2. Ride-sharing. Examples of tech used for such: Uber, Lyft

A. Concerns for driver:

- 1) Current and prior editions of the ISO PAP exclude vehicles while being used as a public or livery conveyance (shown below is the exclusion in *Part A – Liability Coverage*. Similar language appears in other sections of the policy):

From the PP 00 01 09 18 – Personal Auto Policy – Part A – Liability Coverage - Exclusions:

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
This exclusion (A.5.) does not apply to:
a. A share-the-expense car pool; or
b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.

- 2) The 2018 edition of the ISO PAP contains a definition of "Transportation network platform" to fortify the exclusion:

From the PP 00 01 09 18 – Personal Auto Policy – Definitions:

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

- 3) Reliance on a third-party's insurance. The three phases of a ride and coverage available through the platform. For example, Uber's insurance info can be found here: <https://www.uber.com/drive/insurance/>

- 4) ISO currently offers two endorsements for drivers to buy-back coverage during certain phases of the ride. Neither endorsement will cover an accident which occurs while a passenger is in the car. The broader of the two endorsements – *Transportation Network Driver Coverage (No Passenger) – PP 23 41* – offers coverage during *Phase One or Two* (while a driver is logged in and in route to pick up a passenger) of the rideshare and the other endorsement – *Limited Transportation Network Driver Coverage (No Passenger) – PP 23 45* – offers coverage only during *Phase One* (while logged in but have not yet accepted a fare). Carriers may offer proprietary endorsements which respond to accidents occurring in *Phase Three* (while a passenger is occupying the vehicle)

B. Concerns for passenger:

- 1) Reliance on a third-party’s insurance
- 2) The ISO PAP’s *Part B – Medical Payments* and *Part C – Uninsured Motorist* do not exclude injuries sustained while a passenger of a ride-sharing auto

10. <u>Learning Objective</u> : Review examples of paid services and how the ISO PAP insurance may or may not respond.
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3. Paid services. Examples of tech used for such: Doordash (food delivery), Instacart (grocery delivery), Amazon Flex (package delivery), TaskRabbit (various projects), Carvertise (mobile ads)

A. Reliance on a third-party’s insurance

B. The ISO PAP’s definition of “business” and “newly acquired auto”

Portion of the PP 00 01 definitions:

- E. "Business" includes trade, profession or occupation.
- K. "Newly acquired auto":
 - 1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

- C. The ISO PAP's *Part A – Liability* exclusion for damage to property owned or being transported by the insured:

From the PP 00 01 – Part A – Liability – Exclusions:

- 2. For "property damage" to property owned or being transported by that "insured".

- D. The ISO PAP's *Part A – Liability* exclusion for bodily injury to an employee:

From the PP 00 01 – Part A – Liability – Exclusions:

- 4. For "bodily injury" to an employee of that "insured" during the course of employment. This exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

- E. The ISO PAP's *Part A – Liability* exclusion for the ownership or operation of a vehicle while used as a public or livery conveyance:

From the PP 00 01 – Part A – Liability – Exclusions:

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
This exclusion (A.5.) does not apply to:
- a. A share-the-expense car pool; or
 - b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.

- F. The ISO PAP's *Part A – Liability* exclusion while employed or otherwise engaged in various auto-related "business":

From the PP 00 01 – Part A – Liability – Exclusions:

6. While employed or otherwise engaged in the "business" of:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
- vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
- (1) You;
 - (2) Any "family member"; or
 - (3) Any partner, agent or employee of you or any "family member".

- G. The ISO PAP's *Part A – Liability* exclusion for “business” use:

From the PP 00 01 – Part A – Liability – Exclusions:

- | |
|--|
| <p>7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of a:</p> <ul style="list-style-type: none">a. Private passenger auto;b. Pickup or van; orc. "Trailer" used with a vehicle described in a. or b. above. |
|--|

- H. The ISO PAP's *Part A – Liability* exclusion for vehicles furnished or available for regular use:

From the PP 00 01 – Part A – Liability – Exclusions:

- | |
|--|
| <p>2. Any vehicle, other than "your covered auto", which is:</p> <ul style="list-style-type: none">a. Owned by you; orb. Furnished or available for your regular use. |
|--|

- I. Exclusions in the ISO PAP's *Part B – Medical Payments*:

- 1) Public or livery conveyance – same issue as *Part A - Liability*
- 2) Occurs during course of employment if worker's comp required or available:

From the PP 00 01 – Part B – Medical Payments – Exclusions:

4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".

3) Furnished or available for regular use – same issue as *Part A – Liability*

4) “Business” exclusion – same exceptions as in *Part A – Liability*

J. Exclusion in the ISO PAP’s *Part C – Uninsured Motorist*:

1) Public or livery conveyance – same issue as *Part A - Liability*

K. Exclusions in the ISO PAP’s *Part D – Damage To Your Auto*:

1) Public or livery conveyance – same issue as *Part A – Liability*

- 2) Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals with exception if permanently installed:

From the PP 00 01 – Part D – Damage To Your Auto – Exclusions:

4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disc systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

- 3) Coverage for damage to "custom equipment" (definition below) and limited to \$1,500 (exclusion below definition). Can increase with ISO's *Excess Custom Equipment Coverage – PP 03 18* endorsement

From the PP 00 01 – Part D – Damage To Your Auto – Definitions:

- D. "Custom equipment" means equipment, furnishings and parts in or upon any auto, other than:
1. Original manufacturer equipment, furnishings or parts; or
 2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality.
- "Custom equipment" includes but is not limited to:
- a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs;
 - d. Body, engine, exhaust or suspension enhancers;
 - e. Winches, or anti-roll or anti-sway bars;
 - f. Custom grilles, louvers, side pipes, hood scoops or spoilers;
 - g. Custom wheels, tires or spinners;
 - h. Custom chrome, murals, paintwork, decals or other graphics; or
 - i. Caps, covers or bedliners.

From the PP 00 01 – Part D – Damage To Your Auto – Exclusions:

10. Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto".
This exclusion (10.) does not apply to the first \$1,500 of "custom equipment" in or upon "your covered auto" or any "non-owned auto".

11. Learning Objective: Review the exposure of rental scooters and how the ISO policies may or may not respond.

4. Scooter rental. Example of tech used for such: Lime

A. Concerns for renter in the ISO PAP:

- 1) The ISO PAP does not define the words auto or vehicle. Generally accepted meaning of auto requires at least four wheels (more restrictive than vehicle)

- 2) *Part A – Liability’s Insuring Agreement* triggered by “insured” causing an auto accident
- 3) Broadest definition of “insured” defines you and “family member” while using any auto or “trailer”
- 4) Thus, if scooter not an auto then no liability coverage in ISO PAP. Even if rented scooter is considered an auto there’s likely still no coverage as the policy excludes accident caused by a vehicle with fewer than four wheels
- 5) Damage to the rented scooter excluded under *Part A – Liability* due to exclusion for damage to property rented to you
- 6) Injuries to an insured while occupying a rented scooter are excluded under the ISO PAP’s *Part B – Medical Payments*. An injury caused to an insured by a rented scooter occupied by someone else is not excluded
- 7) The ISO PAP’s *Part C – Uninsured Motorist* does not exclude an injury caused to an insured while occupying the scooter or as a pedestrian
- 8) The ISO PAP’s *Part D – Coverage For Damage To Your Auto* likely will not cover damage to the scooter as it’s likely not an auto (same issue as discussed previously)

B. Concerns for renter in the ISO HO policy:

- 1) Broad definition of “motor vehicle” includes scooter:

From the HO 00 03 – definitions:

7. "Motor vehicle" means:
 - a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

- 2) No coverage for damage to the rented scooter under Section I – Property:

From the HO 00 03 – Section I – Property Not Covered:

- c. "Motor vehicles".
This includes a "motor vehicle's" equipment and parts. However, this Paragraph 4.c. does not apply to:
- (1) Portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals; and
 - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.
 - (2) "Motor vehicles" not required to be registered for use on public roads or property which are:
 - (a) Used solely to service a residence; or
 - (b) Designed to assist the handicapped;

- 3) Limited coverage for damage to the scooter under Section II – Liability due to exclusion for damage property rented to you as discussed previously. Also, no contractual liability coverage due to exclusion discussed previously
- 4) Coverage for accident caused by rented scooter depends on two possibly unknown factors which may require clarification from underwriting:
 - a. Is the scooter required to be registered for use on public roads? If so, it's use is excluded in Part A. 1. of the *"Motor Vehicle Liability"* exclusion
 - b. If Part A.1. does not apply, the question is whether or not the rented scooter is considered designed for recreational vehicle off public roads

Portion of the ISO HO 00 03 – Section II – Liability exclusion for “Motor Vehicle Liability”:

- A. "Motor Vehicle Liability"
1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
 2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";
 - b. Used solely to service a residence;
 - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place:
 - (a) On an "insured location" as defined in Definition B.6.a., b., d., e. or h.; or
 - (b) Off an "insured location" and the "motor vehicle" is:
 - (i) Designed as a toy vehicle for use by children under seven years of age;
 - (ii) Powered by one or more batteries; and
 - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

EXHIBITS SECTION

- Structures Rented To Others – Residence Premises – HO 04 40 10 00
- Extended Theft Coverage for Residence Premises Occasionally Rented to Others – HO 05 41 02 17
- Personal Injury Coverage – HO 24 82 05 11
- Unit-Owners Rental to Others – HO 17 33 02 17
- Home-Sharing Host Activities Amendatory Endorsement – HO 06 53 02 17
- Broadened Home-sharing Host Activities Endorsement - HO 06 63 02 17
- Damage to Property of Others – Increased Limits – HO 06 51 02 17
- Transportation Network Driver Coverage (No Passenger) – PP 23 41 09 18
- Limited Transportation Network Driver Coverage (No Passenger) – PP 23 45 09 18
- Excess Custom Equipment Coverage – PP 03 18 09 18

Summary of Learning Objectives

1. Review traditional home rental concerns for owners.
2. Review traditional home rental concerns for owners of condos.
3. Review traditional home rental concerns for tenants.
4. Review home-sharing concerns for owners.
5. Review home-sharing concerns for renters.
6. Review examples of other rental/sharing exposures.
7. Review examples of paid services and how the ISO HO insurance may or may not respond.
8. Review exposures created through renting autos or other vehicles owned by an insured.

9. Review coverage concerns in the ISO PAP regarding ride-sharing.
10. Review examples of paid services and how the ISO PAP insurance may or may not respond.
11. Review the exposure of rental scooters and how the ISO policies may or may not respond.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STRUCTURES RENTED TO OTHERS
RESIDENCE PREMISES

SCHEDULE*

Description Of Structures And Limit Of Liability

SAMPLE

*Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

Definition 6. which defines an "insured location" is extended to include the structures shown in the Schedule above.

SECTION I – PROPERTY COVERAGES

We cover the structures described in the Schedule above which are:

1. On the "residence premises";
2. Rented or held for rental to any person not a tenant of the dwelling; and
3. Used as a private residence.

We insure for direct physical loss to these structures caused by a Peril Insured Against for the limit of liability shown in the Schedule that applies to the structure sustaining the loss.

SECTION II – EXCLUSIONS

E. Coverage E – Personal Liability and Coverage F – Medical Payments to Others

2. "Business"

This exclusion does not apply to the structures shown in the Schedule.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED THEFT COVERAGE FOR RESIDENCE PREMISES OCCASIONALLY RENTED TO OTHERS

This coverage applies while the "residence premises" is rented in whole or in part on an occasional basis to others who are not "home-sharing occupants" if the "residence premises" is used only as a residence. It covers loss by theft of covered property from that part of a "residence premises" occupied by an occasional tenant, roomer or boarder, members of the tenant's household, or their employees.

However, coverage under this endorsement does not apply to:

- a. Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;

- b. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or
- c. Jewelry, watches, furs, precious and semi-precious stones.

Under Perils Insured Against **9. Theft**, Paragraph **b.(3)** is replaced by the following:

- (3)** From that part of a "residence premises" regularly rented by an "insured" to someone other than another "insured", roomer or boarder.

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY COVERAGE

DEFINITIONS

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

The following is added to **Coverage E – Personal Liability**

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II – Exclusions** is replaced by the following:

This insurance does not apply to:

1. "Personal injury":
 - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
 - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
 - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - d. Arising out of a criminal act committed by or at the direction of an "insured";
 - e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership, maintenance or use of the premises;
 - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
 - g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;

- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;
- h. Arising out of civic or public activities performed for pay by an "insured";
- i. To you or an "insured" as defined under Definition **5.a.** or **5.b.**;
This exclusion also applies to any claim made or suit brought against you or an "insured" to:
 - (1) Repay; or
 - (2) Share damages with;
another person who may be obligated to pay damages because of "personal injury" to an "insured";
- j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
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; or
- k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.
- 2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants, "fungi", wet or dry rot, or bacteria.

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **D. Loss Assessment** is replaced by the following:

D. Loss Assessment

We will pay up to \$1,000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of "personal injury".

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Section II – Condition **I. Policy Period** does not apply and Conditions **A. Limit Of Liability**, **B. Severability Of Insurance** and **C. Duties After "Occurrence"** are replaced by the following:

A. Limit Of Liability

Our total liability under Personal Injury Coverage for all damages resulting from any one offense will not be more than the Limit Of Liability shown in the Declarations for Coverage **E**. This limit is the same regardless of the number of "insureds", claims made or suits brought.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

C. Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and "named insured";
 - b. Reasonably available information on the time, place and circumstances of the offense; and
 - c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

All other provisions of this policy apply.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS RENTAL TO OTHERS

Coverage provided by this Policy is extended to apply while the "residence premises" is regularly rented or held for rental to others.

SECTION I – PROPERTY COVERAGES

B. Coverage C – Personal Property

4. Property Not Covered

Paragraph **g.** is replaced by the following:

- g.** Property in an apartment, other than the "residence premises", regularly rented or held for rental to others by an "insured";

SECTION I – PERILS INSURED AGAINST

Under Peril **9. Theft**, Paragraph **b.(3)** is deleted.

SECTION I – EXCLUSIONS

The following exclusion is added:

Theft

Theft, from the "residence premises" of:

- a.** Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- b.** Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or

- c.** Jewelry, watches, furs, precious and semiprecious stones.

SECTION II – EXCLUSIONS

Exclusion **E.2. "Business"** is replaced by the following:

2. "Business"

- a.** "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b.** This Exclusion **E.2.** does not apply to the rental or holding for rental of the "residence premises" for other than "home-sharing host activities".

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT

DEFINITIONS

A. The following definitions are added:

1. "Home-sharing host activities" means:
 - a. The:
 - (1) Rental or holding for rental; or
 - (2) Mutual exchange of services;
of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and
 - b. Any other related property or services made available by an "insured" for use during such:
 - (1) Rental; or
 - (2) Mutual exchange of services;
except those property or services provided by another party.
2. "Home-sharing network platform" means an online-enabled application, web site or digital network that:
 - a. Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
 - b. Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.
3. "Home-sharing occupant" means a person, other than an "insured", who:
 - a. Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or
 - b. Is accompanying or staying with a person described in Paragraph 3.a. of this provision under such "home-sharing host activities".

B. Definition **B.3.** "Business" is replaced by the following:

3. "Business" means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
- b. "Home-sharing host activities"; or
- c. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".

C. In this Policy, the terms:

1. Roomer;
2. Boarder;
3. Tenant; or
4. Guest;

do not include a "home-sharing occupant".

SECTION I – PROPERTY COVERAGES

C. Coverage C – Personal Property

Paragraphs **f.** and **g.** of **4. Property Not Covered** are replaced by the following:

We do not cover:

- f. Property of:
 - (1) A "home-sharing occupant";

- (2) Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and
- (3) Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

g. Property in:

- (1) A space while rented or primarily held for rental to a "home-sharing occupant"; or
- (2) Subject to Paragraph **C.4.g.(1)**, property in an apartment regularly rented or held for rental to others by an "insured" except as provided in **E.10. Landlord's Furnishings** under Section **I – Property Coverages**;

The following provision is added to **4. Property Not Covered**:

We do not cover property used primarily for "home-sharing host activities".

D. Coverage D – Loss Of Use

Paragraph **D.2. Fair Rental Value** is replaced by the following:

2. Fair Rental Value

If a loss covered under Section **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

Payment will be for the shortest time required to repair or replace such premises.

SECTION I – PERILS INSURED AGAINST

A. Coverage A – Dwelling And Coverage B – Other Structures

Paragraph **A.2.c.(3)** is replaced by the following:

(3) Theft:

- (a) If such loss arises out of or results from "home-sharing host activities"; or
- (b) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

Paragraph **A.2.c.(4)** is replaced by the following:

- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if:
 - (a) The loss arises out of or results from "home-sharing host activities"; or
 - (b) The dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

B. Coverage C – Personal Property

Paragraph **B.8.** is replaced by the following:

8. Vandalism Or Malicious Mischief

This peril does not include loss caused by vandalism or malicious mischief to property arising out of or resulting from "home-sharing host activities".

Paragraph **B.9.** is replaced by the following:

9. Theft

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
- b. This peril does not include loss caused by theft:
 - (1) Committed by an "insured";
 - (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured";
 - (4) That occurs off the "residence premises" of:
 - (a) Trailers, semitrailers and campers;
 - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
 - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss; or

- (5) If such loss arises out of or results from "home-sharing host activities".

SECTION II – EXCLUSIONS

Exclusion **E.2.** is replaced by the following:

Coverages **E** and **F** do not apply to the following:

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. With respect to other than "home-sharing host activities", this Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location":

- (a) On an occasional basis if used only as a residence;
- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (c) In part, as an office, school, studio or private garage; and

- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

Exclusion **G.4.** is replaced by the following:

Coverage **F** does not apply to "bodily injury":

4. To:

- a. A "home-sharing occupant"; or
- b. Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

The following provision is added:

Personal Injury Coverage

If the Personal Injury Coverage endorsement is made a part of this Policy, Exclusion **1.g.** is replaced by the following:

This insurance does not apply to:

1. "Personal injury":

- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

With respect to other than "home-sharing host activities", this exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location":

- (a) On an occasional basis if used only as a residence;
- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (c) In part, as an office, school, studio or private garage; and

- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED HOME-SHARING HOST ACTIVITIES COVERAGE ENDORSEMENT

SCHEDULE

Home-sharing Host Activities Damage To Property Of Others	
Limit Of Liability: \$	Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

DEFINITIONS

A. The following definitions are added:

1. "Home-sharing host activities" means:

a. The:

- (1)** Rental or holding for rental; or
- (2)** Mutual exchange of services;

of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and

b. Any other related property or services made available by an "insured" for use during such:

- (1)** Rental; or
- (2)** Mutual exchange of services;

except those property or services provided by another party.

2. "Home-sharing network platform" means an online-enabled application, web site or digital network that:

a. Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and

b. Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.

3. "Home-sharing occupant" means a person, other than an "insured", who:

a. Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or

b. Is accompanying or staying with a person described in Paragraph **3.a.** of this provision under such "home-sharing host activities".

B. Definition **B.3.** "Business" is replaced by the following:

3. "Business" means:

a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;

b. "Home-sharing host activities"; or

c. Any other activity engaged in for money or other compensation, except the following:

- (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
- (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
- (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
- (4)** The rendering of home day care services to a relative of an "insured".

C. In this Policy, the terms:

- 1.** Roomer;
- 2.** Boarder;
- 3.** Tenant; or
- 4.** Guest;

do not include a "home-sharing occupant".

SECTION I – PROPERTY COVERAGES

B. Coverage B – Other Structures

With respect to the coverage provided by this endorsement, Paragraphs **B.2.b.** and **B.2.c.** are replaced by the following:

2. We do not cover:

- b. Other structures rented or held for rental to any person other than a:
 - (1) "Home-sharing occupant"; or
 - (2) Tenant of the dwelling;
unless used solely as a private garage;
- c. Other structures from which any "business" is conducted, except structures used primarily for "home-sharing host activities"; or

C. Coverage C – Personal Property

Paragraph **f.** of **4. Property Not Covered** is replaced by the following:

We do not cover:

- f. Property of:
 - (1) A "home-sharing occupant";
 - (2) Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and
 - (3) Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

D. Coverage D – Loss Of Use

With respect to the coverage provided by this endorsement, Paragraph **D.2. Fair Rental Value** is replaced by the following:

2. Lost Rental Value Of "Home-sharing Host Activities"

If an "insured" has entered into a contract or agreement with another person through the use of a "home-sharing network platform" for "home-sharing host activities" for a specified period of time, and either:

- a. A loss covered under Section I makes that part of the "residence premises" used for such "home-sharing host activities" not fit to live in during the period of time specified in such contract or agreement; or

- b. The "insured" or such other person cancels such contract or agreement, provided such cancellation takes place:

- (1) During the period of time a National Weather Service hurricane watch or hurricane warning is in effect for any part of the state in which the:
 - (a) "Residence premises" is located; or
 - (b) Person entering into such contract or agreement with the "insured" resides; or
- (2) Within 24 hours of the termination of such hurricane watch or hurricane warning described in Paragraph **b.(1)** of this provision;

we cover the lost rental value of the "home-sharing host activities" specified under such contract or agreement, less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest period of time agreed upon for "home-sharing host activities" under such contract or agreement.

E. Additional Coverages

Paragraph **E.10. Landlord's Furnishings** is replaced by the following:

10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than Theft.

This coverage includes, but is not limited to, loss to appliances, carpeting and other household furnishings which results from "home-sharing host activities".

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

SECTION I – PERILS INSURED AGAINST

B. Coverage C – Personal Property

With respect to the coverage provided by this endorsement, Paragraph **9.b.(3)** is replaced by the following:

9. Theft

- b.** This peril does not include loss caused by theft:

(3) From that part of a "residence premises" rented by an "insured" to someone other than:

- (a)** Another "insured"; or
(b) A "home-sharing occupant".

However, we will not pay, under this Provision **b.(3)(b)**, for loss by theft of:

- (i)** Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- (ii)** Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or
- (iii)** Jewelry, watches, furs, precious and semiprecious stones; or

SECTION I – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **G. Other Insurance And Service Agreement** is replaced by the following:

G. Other Insurance And Service Agreement

1. If a loss covered by this Policy is also covered by:
- a.** Other insurance, except insurance provided by a "home-sharing network platform", we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss; or
- b.** A service agreement, protection plan or guarantee, except a service agreement, protection plan or guarantee provided by a "home-sharing network platform", this insurance is excess over any amounts payable under any such agreement.

2. Subject to Paragraph **G.1.**, if, at the time of loss, there is:

- a.** Other insurance;
b. A service agreement;
c. A protection plan; or
d. A guarantee;

provided by, on behalf of, or through a "home-sharing network platform" covering the same property covered by this Policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.

3. As used in this Paragraph **G.**:

- a.** A service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- b.** A protection plan or guarantee means a product provided by a "home-sharing network platform" which provides property damage protection for "home-sharing host activities", even if it is characterized as insurance.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, Exclusion **E.2.** is replaced by the following:

2. "Business"

- a.** "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b.** This Exclusion **E.2.** does not apply to:

- (1)** "Home-sharing host activities";
- (2)** With respect to other than "home-sharing host activities":
- (a)** The rental or holding for rental of an "insured location":
- (i)** On an occasional basis if used only as a residence;

- (ii) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (iii) In part, as an office, school, studio or private garage; and
- (b) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **C. Damage To Property Of Others** is replaced by the following:

C. Home-sharing Host Activities Damage To Property Of Others

1. We will pay, at replacement cost, up to:
 - a. \$1,000; or
 - b. The Home-sharing Host Activities Damage To Property Of Others Limit Of Liability shown in the Schedule;
 whichever is greater, per "occurrence", for "property damage" to property of others:
 - a. Caused by an "insured"; and
 - b. Arising out of "home-sharing host activities".
2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business", other than "home-sharing host activities", engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **e.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **H. Other Insurance** is replaced by the following:

H. Other Insurance

This insurance is:

1. Primary with respect to:
 - a. Other insurance;
 - b. A protection plan; or
 - c. A guarantee;
 provided by, on behalf of, or through a "home-sharing network platform" covering "home-sharing host activities".
2. Subject to Paragraph **H.1.**, excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.
3. As used in this Paragraph **H.**, a protection plan or guarantee means a product provided by, on behalf of, or through a "home-sharing network platform" which provides liability protection for "home-sharing host activities", even if it is characterized as insurance.

SECTIONS I AND II – CONDITIONS

The following provision is added:

Home-sharing Host Activities Verification Requirements

With respect to "home-sharing host activities", we must be provided, as often as we reasonably require, with information concerning the number of:

1. Rental agreements or contracts entered into by an "insured"; and
2. Nights the "residence premises" was occupied, in whole or in part, by "home-sharing occupants".

The following provision is added:

Personal Injury Coverage

If the Personal Injury Coverage endorsement is made a part of this Policy, Exclusion 1.g. is replaced by the following:

This insurance does not apply to:

1. "Personal injury":
 - g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) "Home-sharing host activities";
- (2) With respect to other than "home-sharing host activities":
 - (a) The rental or holding for rental of an "insured location":
 - (i) On an occasional basis if used only as a residence;
 - (ii) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (iii) In part, as an office, school, studio or private garage; and
 - (b) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO PROPERTY OF OTHERS – INCREASED LIMITS

SCHEDULE

Damage To Property Of Others	
Limit Of Liability: \$	Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION II – ADDITIONAL COVERAGES

Paragraph C. Damage To Property Of Others is replaced by the following:

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to the Limit Of Liability shown in the Schedule, per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business" engaged in by an "insured";

- (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion e.(3) does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION NETWORK DRIVER COVERAGE (NO PASSENGER)

SCHEDULE

Transportation Network Platform(s)			
1. Description Of Vehicle:			
2. Description Of Vehicle:			
3. Description Of Vehicle:			
Coverage is provided where a premium is shown for the coverage.			
Coverages	Premium		
	Vehicle 1	Vehicle 2	Vehicle 3
Liability	\$	\$	\$
Medical Payments	\$	\$	\$
Uninsured Motorists	\$	\$	\$
Collision	\$	\$	\$
Other Than Collision	\$	\$	\$
Underinsured Motorists	\$	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

The provisions of the Policy apply unless modified by this endorsement.

I. Part A – Liability Coverage

Exclusion **A.5.** is replaced by the following:

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

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

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

- a. A share-the-expense car pool;

- b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes; or
- c. The ownership or operation of a vehicle during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

II. Part B – Medical Payments Coverage

Exclusion 2. is replaced by the following:

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

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

This exclusion (2.) does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

III. Part C – Uninsured Motorists Coverage

The Uninsured Motorists Coverage Exclusion for "bodily injury" sustained by any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

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

This exclusion does not apply:

- a. To a share-the-expense car pool;

b. While "your covered auto" is being used for volunteer or charitable purposes; or

c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

IV. Part D – Coverage For Damage To Your Auto

Exclusion 1. is replaced by the following:

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" or any "non-owned auto" is being used for volunteer or charitable purposes; or
- c. While such vehicle is being used during any period of time a person is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

V. Underinsured Motorists Coverage Endorsement

If the Underinsured Motorists Coverage endorsement is attached to the Policy, the Underinsured Motorists Coverage Exclusion for "bodily injury" sustained by any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance is replaced by the following:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

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

This exclusion does not apply:

- a. To a share-the-expense car pool;

- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that Underinsured Motorists Coverage is provided for such vehicle.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TRANSPORTATION NETWORK DRIVER COVERAGE (NO PASSENGER)

SCHEDULE

Transportation Network Platform(s)			
1. Description Of Vehicle:			
2. Description Of Vehicle:			
3. Description Of Vehicle:			
Coverage is provided where a premium is shown for the coverage.			
Coverages	Premium		
	Vehicle 1	Vehicle 2	Vehicle 3
Liability	\$	\$	\$
Medical Payments	\$	\$	\$
Uninsured Motorists	\$	\$	\$
Collision	\$	\$	\$
Other Than Collision	\$	\$	\$
Underinsured Motorists	\$	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

The provisions of the Policy apply unless modified by this endorsement.

I. Part A – Liability Coverage

Exclusion **A.5.** is replaced by the following:

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

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

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

- a. A share-the-expense car pool;

- b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes; or
- c. The ownership or operation of a vehicle during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and

- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

II. Part B – Medical Payments Coverage

Exclusion 2. is replaced by the following:

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

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

This exclusion (2.) does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

III. Part C – Uninsured Motorists Coverage

The Uninsured Motorists Coverage Exclusion for "bodily injury" sustained by any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

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

This exclusion does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

IV. Part D – Coverage For Damage To Your Auto

Exclusion 1. is replaced by the following:

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" or any "non-owned auto" is being used for volunteer or charitable purposes; or
- c. While such vehicle is being used during any period of time a person is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

V. Underinsured Motorists Coverage Endorsement

If the Underinsured Motorists Coverage endorsement is attached to the Policy, the Underinsured Motorists Coverage Exclusion for "bodily injury" sustained by any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance is replaced by the following:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

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

This exclusion does not apply:

- a. To a share-the-expense car pool;

- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport such passenger if:
 - (1) Such vehicle is described in the Schedule or in the Declarations; and
 - (2) A specific premium charge indicates that Underinsured Motorists Coverage is provided for such vehicle.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS CUSTOM EQUIPMENT COVERAGE

SCHEDULE

1. Description Of Vehicle:	
Excess Custom Equipment Coverage	
Limit Of Liability	Premium
\$	\$
2. Description Of Vehicle:	
Excess Custom Equipment Coverage	
Limit Of Liability	Premium
\$	\$
3. Description Of Vehicle:	
Excess Custom Equipment Coverage	
Limit Of Liability	Premium
\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to coverage provided by this endorsement, the provisions of the Custom Equipment Exclusion Endorsement apply unless modified by this endorsement.

Part D – Coverage For Damage To Your Auto is amended as follows with respect to a "non-owned auto" or to "your covered auto" shown in the Schedule or in the Declarations for which Excess Custom Equipment Coverage applies:

A. Exclusion 10. is replaced by the following:

We will not pay for:

10. Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto".

This exclusion (10.) does not apply to "custom equipment" in or upon:

- a. "Your covered auto" up to the limit for Excess Custom Equipment Coverage shown as applicable to that vehicle in the Schedule or in the Declarations.

- b. Any "non-owned auto" up to the highest limit for Excess Custom Equipment Coverage shown in the Schedule or in the Declarations.

B. The following is added to Paragraph A. of the **Limit Of Liability** Provision:

The most we will pay for loss to any "custom equipment" in or upon:

- 1. "Your covered auto" is increased from \$1,500 to the limit for Excess Custom Equipment Coverage shown as applicable to that vehicle in the Schedule or in the Declarations.
- 2. Any "non-owned auto" is increased from \$1,500 to the highest limit for Excess Custom Equipment Coverage shown in the Schedule or in the Declarations.

C. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusion 4., 5., 7. or 9. of Part D.

