

**TRANSPORTATION NETWORK COMPANY (TNC) DRIVER COVERAGE**

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

This endorsement applies only to a "TNC auto" and only when you have paid an additional premium for the Transportation Network Company (TNC) Driver Coverage Endorsement.

I. The following defined terms are added for purposes of this endorsement only:

1. "TNC" means a transportation network company that uses a digital network or software application service to connect its customers to passenger transportation services provided by transportation network company drivers.

To qualify as a TNC under this endorsement, the entity must:

- a. operate lawfully under the terms of laws governing transportation network companies in the state where this policy is issued; and
- b. provide "TNC insurance coverage".

"TNC" as used in this endorsement does not include companies that connect customers to transportation services for deliveries of goods or services. "TNC" only includes passenger transportation services.

2. "TNC auto" means "your covered auto" that is registered with a "TNC" and for which "your" Policy Declarations indicates that the Transportation Network Company (TNC) Driver Coverage Endorsement applies.
3. "TNC driver" means a person who is named on the Policy Declarations as a listed driver and who is registered with a "TNC" as a transportation network company driver.
4. "TNC insurance coverage" means insurance coverage purchased by the "TNC" which provides:
  - a. motor vehicle liability insurance coverage; and
  - b. to the extent required by applicable state law, uninsured and underinsured motorists coverage, "Collision" coverage and Other Than "Collision" coverage;

for loss arising while the "TNC driver" is using the "TNC auto" during the "standby period" and for loss arising while the "TNC driver" is using the "TNC auto" to provide passenger transportation services through use of the "TNC" network or application.

To qualify as "TNC insurance coverage", the coverage must also satisfy any applicable requirements the law imposes upon transportation network companies regarding this type of motor vehicle insurance coverage.

5. "Standby period" means the time while the "TNC driver" is logged into or is otherwise accessing the "TNC" network or application but has not yet accepted a passenger assignment from the "TNC" or any other company that connects its customers to passenger transportation services or provides passenger transportation services. Once a standby period has ended, a new standby period may not begin until all "TNC" and other transportation network company assignments (including any associated tasks) have been completed or cancelled.

II. In **Part A - Liability Coverage**, is amended as follows:

A. In **Exclusions**, item **A.5.** is replaced by the following:

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 Exclusion (**A.5.**) does not apply to:

- a. a share the expense car pool; or
- b. a “TNC driver’s” use of a “TNC auto” during the “standby period” unless the “TNC driver” is carrying persons for a charge at the time of the accident.

B. The following is added to the **Other Insurance** provision:

For an accident involving a “TNC driver” using a “TNC auto” during the “standby period”, our liability insurance will be excess over “TNC insurance coverage” and the amount we pay will never exceed the greater of the following:

- 1. the amount by which the limit of liability of this policy exceeds the amount of the collectible “TNC insurance coverage”; or
- 2. \$10,000.

III. **Part D - Coverage For Damage To Your Auto**, is amended as follows:

A. Under **Exclusions**, item **1.** is replaced by the following:

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 Exclusion (**1.**) does not apply to:

- a. a share the expense car pool; or
- b. a “TNC driver’s” use of a “TNC auto” during the “standby period” unless the “TNC driver” is carrying persons for a charge at the time of the accident.

“We” will, however, cover the difference between the applicable deductible shown on “your” Policy Declarations for “Collision” or Other Than “Collision” Coverage and the applicable “TNC insurance coverage” deductible, when the loss occurs during the time period beginning when the “TNC driver” accepts a “TNC” passenger assignment and ending when such assignment (including any associated tasks) has been completed or cancelled. “We” will cover such difference even if the “TNC auto” is available for hire by the public at the time of loss.

B. The provision titled **Limit Of Liability** is replaced by the following:

**Limit Of Liability**

- A. For losses that occur during the time period beginning when the “TNC driver” accepts a “TNC” passenger assignment and ending when such assignment (including any associated tasks) has been completed or cancelled, “we” will pay only up to the difference between the

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applicable deductible shown on “your” Policy Declarations for “Collision” or Other Than “Collision” Coverage and the applicable “TNC insurance coverage” deductible. However, the most we will pay is \$2,500.

**B.** For covered losses that occur at all other times, our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any “non-owned auto” which is a “trailer” is \$1,500.
2. Electronic equipment that reproduces, receives, or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment is \$1,000.

**C.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

**C.** The following is added to the **Other Insurance** provision:

For loss to a “TNC auto” being used by a “TNC driver” during the “standby period”, this insurance will be excess over “TNC insurance coverage”.

All other policy terms and conditions apply. However, no other version of the following provisions in any other policy forms apply:

- The **Limit Of Liability** provision in **Part D - Coverage For Damage To Your Auto**