

FORMS – APPROVED

OCTOBER 18, 2018

COMMERCIAL AUTOMOBILE
COMMERCIAL LIABILITY UMBRELLA

LI-CA-2018-230
LI-CU-2018-059

NEW YORK COMMERCIAL AUTO AND COMMERCIAL LIABILITY UMBRELLA FORMS AND ENDORSEMENTS ADDRESSING RIDESHARING APPROVED

KEY MESSAGE

This circular announces the approval of forms and endorsements addressing ridesharing for the ISO Commercial Auto and Commercial Liability Umbrella programs in New York.

BACKGROUND

In reference circular [LI-CA-2018-161/LI-CU-2018-050](#), we announced the amendment of ridesharing filing CL-2018-OTNF1, in response to comments from the New York Department of Financial Services (NYDFS).

INSURANCE DEPARTMENT ACTION

The NYDFS has approved this filing as amended.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies written on or after March 1, 2019.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the NYDFS.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the NYDFS.

The NYDFS has requested that we include the following statement in our circulars:

"However, application of your manual rules, including the conditions for the use of any ISO forms referenced in this revision, must comply with all applicable provisions of New York law, including the fair and consistent implementation of those forms and rules that you intend to be subject to your discretion. Therefore, a separate manual rule filing may be required."

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the NYDFS on this revision, you should refer to ISO Filing Designation Number CL-2018-OTNF1 and Department File Number R2018001600, NOT this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- New edition dates of existing form numbers are being introduced.
- New forms are being introduced.

IMPACT ON STATISTICAL REPORTING

Statistical Plan Holders circular [SP-CA-2016-003](#) entitled "Transportation Network Company (TNC) Indicator Codes Established For Commercial Automobile" was issued announcing the establishment of statistical coding in support of the revisions made to address vehicles used to provide transportation network and on-demand service.

POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2017-074](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 3-19 (or the earliest possible subsequent date), along with any new and/or revised forms.

RELATED RULES REVISION

We are announcing in a separate circular the amendment and approval of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

REFERENCE(S)

- [LI-CA-2018-231/LI-CU-2018-060](#) (10/18/2018) New York Commercial Auto And Commercial Liability Umbrella Rules Addressing Ridesharing Amended And Approved
- [LI-CA-2018-161/LI-CU-2018-050](#) (06/21/2018) New York Commercial Auto And Commercial Liability Umbrella Endorsements Addressing Ridesharing Amended
- [LI-CA-2018-137/LI-CU-2018-044](#) (05/15/2018) New York Commercial Auto And Commercial Liability Umbrella Endorsements Addressing Ridesharing Filed
- [LI-CL-2017-074](#) (11/20/2017) Revised Lead Time Requirements Listing
- [LI-CA-2016-198](#) (06/24/2016) 2016 Commercial Auto And Commercial Liability Umbrella Multistate Forms And Endorsements Addressing Ridesharing, Drones And Primary And Noncontributory Options Available

ATTACHMENT(S)

Final copies of New York endorsements

NOTE: Final copies of forms [CA 26 01 11 16](#) and [CA 26 02 11 16](#) were included in circular [LI-CA-2016-198](#).

COPYRIGHT EXPLANATION

The material distributed by Insurance Services Office, Inc. is copyrighted. All rights reserved. Possession of these pages does not confer the right to print, reprint, publish, copy, sell, file, or use same in any manner without the written permission of the copyright owner. Permission is hereby granted to members, subscribers, and service purchasers to reprint, copy, or otherwise use the enclosed material for purposes of their own business use relating to that territory or line or kind of insurance, or subdivision thereof, for which they participate, provided that:

- (A) Where ISO copyrighted material is reprinted, copied, or otherwise used **as a whole**, it must reflect the copyright notice actually shown on such material.
 - (B) Where ISO copyrighted material is reprinted, copied, or otherwise used **in part**, the following credit legend must appear at the bottom of each page so used:
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
-

CONTACT INFORMATION

If you have any questions concerning:

- The content of this circular, please contact:
Rosemarie Friend, CPCU
Commercial Auto Product Development
201-469-2618
Rosemarie.Friend@verisk.com
auto@verisk.com
- Other issues for this circular, please contact Customer Support:
E-mail: info@verisk.com
Phone: 800-888-4476

Callers outside the United States, Canada, and the Caribbean may contact us using our global toll-free number (International Access Code + 800 48977489). For information on all ISO products, visit us at www.verisk.com/iso. To keep abreast of the latest Insurance Lines Services updates, view www.verisk.com/ils.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – RENTAL VEHICLE COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual and this Coverage Form covers less than five "private passenger motor vehicles", the following applies for those "private passenger motor vehicles" registered or principally garaged in New York:

A. Additional Definitions

The following are added to the **Definitions** section for New York Changes – Rental Vehicle Coverage:

1. "Insured" means you or any "family member".
2. "Family member" means a spouse, child or other person related to you by blood, marriage or adoption (including a ward or foster child), who regularly resides in your household, including any such person who regularly resides in the household, but who is temporarily living elsewhere.
3. "Private passenger motor vehicle" means:
 - a. A motor vehicle of the private passenger or station wagon type that is owned or hired under a "long-term contract" by an individual or by a husband or wife, and is neither used as a public or livery conveyance for passengers nor rented to others without a driver; or
 - b. A motor vehicle with a pickup body, a delivery sedan, panel truck or van, owned by an individual or by a husband or wife who are residents of the same household, or by a family farm copartnership or a family farm corporation, and not customarily used in the occupation, profession or business of the "insured" other than farming or ranching, whether or not used in the course of driving to or from work.
4. "Long-term contract" means a contract with a term of six months or longer.
5. "Rental vehicle" means a motor vehicle of the type described in Paragraph **A.3.** above, if:
 - a. Not used for transporting persons or property for hire (except if the "insured" does so solely as a transportation network company driver pursuant to article 44-B of the Vehicle and Traffic Law); and
 - b. Owned by a person engaged in the business of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner.

B. Coverage

1. This endorsement provides coverage for the "insured's" obligations in the event of actual damage to, or "loss" of, any "rental vehicle", including loss of use, rented by the "insured" anywhere in the United States, its territories or possessions and Canada under a rental agreement with a term no longer than thirty continuous days, regardless of where, within those areas, such "rental vehicle" may be registered, rented or operated.
2. Rental Vehicle Coverage shall provide protection regardless of:
 - a. Fault; and
 - b. Whether the "rental vehicle" is rented or operated for business or pleasure, unless used for transporting persons or property for hire.

"Public or livery conveyance", as used in Paragraph **a.** of this definition, shall not include the use of the vehicle as a transportation network company vehicle pursuant to article 44-B of the Vehicle and Traffic Law.

C. Exclusions

No Rental Vehicle Coverage shall be provided:

1. Arising beyond the geographic limitations of the Coverage Form to which this endorsement is endorsed.
2. To an "insured" who has committed fraud in connection with damage to, or "loss" of, a "rental vehicle", including loss of use.
3. For damages to, or "loss" of, a "rental vehicle", including loss of use, that the rental vehicle company is precluded from recovering from the "insured":
 - a. Pursuant to the terms of the rental agreement, or
 - b. Due to the prohibitions of section 396-z of the General Business Law or similar statutory provisions of other jurisdictions.
4. While the "rental vehicle" is used by a transportation network company driver who is logged onto the transportation network company's digital network but is not engaged in a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip.

D. Changes In Conditions

The following conditions are added:

1. Priority Of Payment

- a. In no event shall payment be made under this endorsement duplicating payment made by this Coverage Form, another Coverage Form or policy or another insurer for the same claim.

- b. If more than one Coverage Form could cover the claim, payment on the claim shall be made in the following order of priority:

- (1) The Coverage Form with respect to which the person is a named insured.
- (2) If the person is not a named insured on any Coverage Form, the Coverage Form with respect to which the person is an insured.
- (3) Where two or more Coverage Forms provide coverage of equal priority, the Coverage Form or insurer with respect to which the claim is first submitted.

- c. An inquiry about coverage or notification of damage to, or "loss" of, a "rental vehicle" shall constitute submission of a claim.

2. Subrogation

- a. In the event of any payment under this endorsement, the insurer is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made.
- b. Such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall not act in a manner that may prejudice such rights.
- c. Subrogation shall not be pursued against any person who operated the "rental vehicle" with the "insured's" permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK TRANSPORTATION NETWORK SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Transportation Network Services

This insurance does not apply while the motor vehicle is used by a "transportation network company driver" who is logged onto the "transportation network company's" "digital network" but is not engaged in a "transportation network company prearranged trip" or while the driver provides a "transportation network company prearranged trip".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" while the motor vehicle is used by a "transportation network company driver" who is logged onto the "transportation network company's" "digital network" but is not engaged in a "transportation network company prearranged trip" or while the driver provides a "transportation network company prearranged trip".

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Transportation Network Services

This insurance does not apply to:

"Bodily injury" sustained by an "insured" while the motor vehicle is used by a "transportation network company driver" who is logged onto the "transportation network company's" "digital network" but is not engaged in a "transportation network company prearranged trip" or while the driver provides a "transportation network company prearranged trip".

D. Additional Definitions

As used in this endorsement:

1. "Digital network" means any system or services offered or utilized by a "transportation network company" that enables "TNC prearranged trips" with "transportation network company drivers".
2. "Transportation network company" or "TNC" means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to this article and is operating in New York state exclusively using a "digital network" to connect "transportation network company passengers" to "transportation network company drivers" who provide "TNC prearranged trips".
3. "Transportation network company driver" or "TNC driver" means an individual who:
 - a. Receives connections to potential "TNC passengers" and related services from a "transportation network company" in exchange for payment of a fee to the "transportation network company"; and
 - b. Uses a "TNC vehicle" to offer or provide a "TNC prearranged trip" to transport "transportation network company passengers" upon connection through a "digital network" controlled by a "transportation network company" in exchange for compensation or payment of a fee.

4. "Transportation network company passenger" or "TNC passenger" means a person or persons who use a "transportation network company's" "digital network" to connect with a "transportation network company driver" who provides "TNC prearranged trips" to the "TNC passenger" in the "TNC vehicle" between points chosen by the "TNC passenger".

5. "TNC prearranged trip" or "TNC trip" means the provision of transportation by a "transportation network company driver" to a "TNC passenger" provided through the use of a "TNC's" "digital network":

a. Beginning when a "transportation network company driver" accepts a "TNC passenger's" request for a "TNC trip" through a "digital network" controlled by a "transportation network company";

b. Continuing while the "transportation network company driver" transports the requesting "TNC passenger" in a "TNC vehicle"; and

c. Ending when the last requesting "TNC passenger" departs from the "TNC vehicle".

The term "TNC prearranged trip" does not include transportation provided through any of the following:

(1) Shared expense carpool or vanpool arrangements, including those as defined in Section 158-b of the New York Vehicle and Traffic Law; and

(2) Use of a taxicab, livery, luxury limousine, or other for-hire vehicle, as defined in the New York Vehicle and Traffic Law, Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law.

6. "Transportation network company vehicle" or "TNC vehicle" means a vehicle that is:

a. Used by a "transportation network company driver" to provide a "TNC prearranged trip" originating within the state of New York; and

b. Owned, leased or otherwise authorized for use by the "transportation network company driver";

Such term shall not include:

(1) A taxicab, as defined in Section 148-a of the New York Vehicle and Traffic Law and Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;

(2) A livery vehicle, as defined in Section 121-e of the New York Vehicle and Traffic Law, or as otherwise defined in local law;

(3) A black car, limousine, or luxury limousine, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;

(4) A for-hire vehicle, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;

(5) A bus, as defined in Section 104 of the New York Vehicle and Traffic Law;

(6) Any motor vehicle weighing more than 6,500 pounds unloaded;

(7) Any motor vehicle having a seating capacity of more than 7 passengers; and

(8) Any motor vehicle subject to Section 370 of the New York Vehicle and Traffic Law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the named insured, as follows:

Section I

Mandatory Personal Injury Protection

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

First-party Benefits

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

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

Basic Economic Loss

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

Medical Expense

Medical expense shall consist of necessary expenses for:

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

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

Work Loss

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

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

Other Expenses

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

Death Benefit

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

Eligible Injured Person

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

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

- (d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) Any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his or her own personal injury;

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

- (k) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State, if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.
- (l) Any person who is injured while, pursuant to article 44-B of the Vehicle and Traffic Law, the insured motor vehicle is being used or operated by a transportation network company driver.

Other Definitions

When used in reference to this coverage:

- (a) The "insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) "Motorcycle" means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law and which is required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law;
- (c) "Motor vehicle" means a motor vehicle, as defined in section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law, or a motorcycle as defined above;
- (d) "Named insured" means the person or organization named in the Declarations;
- (e) "Occupying" means in or upon or entering into or alighting from;
- (f) "Personal injury" means bodily injury, sickness or disease;
- (g) "Relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and
- (h) "Use or operation" of a motor vehicle or a motorcycle includes the loading or unloading of such vehicle.

Conditions

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

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

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

- (a) Execute a written proof of claim under oath;

- (b) As may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;
- (c) Provide authorization that will enable the Company to obtain medical records; and
- (d) Provide any other pertinent information that may assist the Company in determining the amount due and payable.

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

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

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

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

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

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

Other Coverage. Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article 6, 8 or 44-B of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.

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

Section II

Excess Coverage

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

Section III

Constitutionality

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

Additional Personal Injury Protection

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

Eligible Injured Person

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

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;

(c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

(d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

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

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

- (i) Any person who is injured while, pursuant to article 44-B of the Vehicle and Traffic Law, the insured motor vehicle is being used or operated by a transportation network company driver.

Additional First Party Benefits

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

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

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two Or More Vehicles Insured Under This Policy

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

Arbitration

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

Subrogation

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

Other Coverage; Nonduplication

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK AMENDMENT OF SINGLE INTEREST POLICY PROVISIONS – TRANSPORTATION NETWORK SERVICES EXCLUSION

It is agreed that

A. The following exclusion is added:

This insurance does not apply while the motor vehicle is used by a **transportation network company driver** who is logged onto the **transportation network company's digital network** but is not engaged in a **transportation network company prearranged trip** or while the driver provides a **transportation network company prearranged trip**.

B. Section IV – Definitions is amended as follows:

1. The definitions of **"occupying"** and **"transportation network platform"** do not apply.
2. The following definitions are added:
 - a. **"Digital network"** means any system or services offered or utilized by a **transportation network company** that enables **TNC prearranged trips** with **transportation network company drivers**.
 - b. **"Transportation network company"** or **"TNC"** means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to this article and is operating in New York state exclusively using a **digital network** to connect **transportation network company passengers** to **transportation network company drivers** who provide **TNC prearranged trips**.
 - c. **"Transportation network company driver"** or **"TNC driver"** means an individual who:
 - (1) Receives connections to potential **TNC passengers** and related services from a **transportation network company** in exchange for payment of a fee to the **transportation network company**; and

- (2) Uses a **TNC vehicle** to offer or provide a **TNC prearranged trip** to transport **transportation network company passengers** upon connection through a **digital network** controlled by a **transportation network company** in exchange for compensation or payment of a fee.

- d. **"Transportation network company passenger"** or **"TNC passenger"** means a person or persons who use a **transportation network company's digital network** to connect with a **transportation network company driver** who provides **TNC prearranged trips** to the **TNC passenger** in the **TNC vehicle** between points chosen by the **TNC passenger**.
 - e. **"TNC prearranged trip"** or **"TNC trip"** means the provision of transportation by a **transportation network company driver** to a **TNC passenger** provided through the use of a **TNC's digital network**:
 - (1) Beginning when a **transportation network company driver** accepts a **TNC passenger's** request for a **TNC trip** through a **digital network** controlled by a **transportation network company**;
 - (2) Continuing while the **transportation network company driver** transports the requesting **TNC passenger** in a **TNC vehicle**; and
 - (3) Ending when the last requesting **passenger** departs from the **TNC vehicle**.
- The term **TNC prearranged trip** does not include transportation provided through any of the following:
- (a) Shared expense carpool or vanpool arrangements, including those as defined in Section 158-b of the New York Vehicle and Traffic Law; and

- (b) Use of a taxicab, livery, luxury limousine, or other for-hire vehicle, as defined in the New York Vehicle and Traffic Law, Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law.
- f. **"Transportation network company vehicle" or "TNC vehicle"** means a vehicle that is:
- (1) Used by a **transportation network company driver** to provide a **TNC prearranged trip** originating within the state of New York; and
 - (2) Owned, leased or otherwise authorized for use by the **transportation network company driver**;

Such term shall not include:

- (a) A taxicab, as defined in Section 148-a of the New York Vehicle and Traffic Law and Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;

- (b) A livery vehicle, as defined in Section 121-e of the New York Vehicle and Traffic Law, or as otherwise defined in local law;
- (c) A black car, limousine, or luxury limousine, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- (d) A for-hire vehicle, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- (e) A bus, as defined in Section 104 of the New York Vehicle and Traffic Law;
- (f) Any motor vehicle weighing more than 6,500 pounds unloaded;
- (g) Any motor vehicle having a seating capacity of more than 7 passengers; and
- (h) Any motor vehicle subject to Section 370 of the New York Vehicle and Traffic Law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK AMENDMENT OF SINGLE INTEREST POLICY PROVISIONS

It is agreed that:

A. Exclusion 1. is replaced by the following:

This insurance does not apply:

1. to any **automobile** while used as a public or livery conveyance, unless such use is specifically declared and described in the declarations.

B. The definitions of "**occupying**" and "**transportation network platform**" in **Section IV – Definitions** do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT

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

INSURING AGREEMENTS

1. Definitions

For purposes of this SUM endorsement, the following terms have the following meanings:

a. Insured

The unqualified term "insured" means:

- (1)** You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
- (2)** Any person while acting in the scope of that person's duties for you, except with respect to the use and operation by such person of a motor vehicle not covered under this policy, where such person is:
 - (a)** Your employee and you are a fire department;
 - (b)** Your member and you are a fire company, as defined in General Municipal Law section 100;
 - (c)** Your employee and you are an ambulance service, as defined in Public Health Law section 3001; or
 - (d)** Your member and you are a voluntary ambulance service, as defined in Public Health Law, section 3001;
- (3)** Any other person while occupying:
 - (a)** A motor vehicle insured for SUM under this policy; or
 - (b)** Any other motor vehicle while being operated by you or your spouse; and
- (4)** Any person, with respect to damages such person is entitled to recover, because of bodily injury to which this coverage applies sustained by an insured under Paragraph **(1)**, **(2)** or **(3)** above.

b. Bodily Injury

The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

c. Uninsured Motor Vehicle

The term "uninsured motor vehicle" means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:

- (1)** No bodily injury liability insurance policy or bond applies to such motor vehicle (including a vehicle that was stolen, operated without the owner's permission or unregistered) at the time of the accident; or
- (2)** The owner and operator cannot be identified (including a hit-and-run motor vehicle), and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (a)** The insured or someone on the insured's behalf:
 - (i)** Reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles; and
 - (ii)** Filed with the Company a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

- (b) At the request of the Company, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident; or
- (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
 - (a) The amount of such insurance coverage or bond is less than the third-party bodily injury liability limit of this policy; or
 - (b) The amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or
 - (c) The insurer writing such insurance coverage or bond denies coverage or such insurer is or becomes insolvent.

The term "uninsured motor vehicle" shall not include a motor vehicle that is:

- (1) Insured under the liability coverage of this policy; or
- (2) Owned by you, the named insured, or your spouse residing in your household; or
- (3) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or
- (4) Owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing; or
- (5) A land motor vehicle or trailer, while located for use as a residence or premises and not as a motor vehicle or while operated on rails or crawler-treads; or
- (6) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

d. Occupying

The term "occupying" means in, upon, entering into or exiting from a motor vehicle.

e. State

The term "state" means a state, territory or possession of the United States, the District of Columbia or a province of Canada.

2. Damages For Bodily Injury Caused By Uninsured Motor Vehicles

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

3. SUM Coverage Period And Territory

This SUM coverage applies only to accidents that occur:

- a. During the policy period shown in the Declarations; and
- b. In the United States, its territories or possessions, or Canada.

EXCLUSIONS

This SUM coverage does **not** apply to:

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

4. Bodily injury to an insured incurred while the motor vehicle is used by a transportation network company driver who is logged onto a transportation network company's digital network but is not engaged in a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip pursuant to article 44-B of the Vehicle and Traffic Law.

CONDITIONS

1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties In The Event Of Accident, Claim, Suit Or Loss", "Fraud" and "Ending This Policy" if applicable.

2. Notice And Proof Of Claim

As soon as practicable, the insured or other person making a claim shall give us written notice of claim under this SUM coverage.

- a. As soon as practicable after our written request, the insured or other person making claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment and other details we need to determine the SUM amount payable.
- b. The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 calendar days after receiving notice of claim.

3. Medical Reports

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

4. Notice Of Legal Action

If the insured or the insured's legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.

5. SUM Limits And Maximum Payments

- a. The SUM limit payable under this endorsement shall be determined as follows:

- (1) If an accident results in bodily injury excluding death to one or more persons, then we will provide the SUM limit stated in the Declarations; or
- (2) If an accident results in the death of one or more persons, then we will provide the greater of the SUM limit stated in the Declarations or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident; or
- (3) If an accident results in both bodily injury to one or more persons and the death of one or more persons, then we will provide the greater of the SUM limits stated in the Declarations or the limits required by the mandatory uninsured motorists (UM) coverage as follows:
 - \$25,000 per injured person and, subject to this per person limit,
 - \$50,000 to two or more persons injured as the result of any one accident; and
 - \$50,000 per person for bodily injury resulting in death and, subject to this per person limit,
 - \$100,000 to two or more persons for bodily injury resulting in death as the result of any one accident.

- b. Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

- (1) The SUM limit; and
- (2) The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

- c. The SUM limit shown on the Declarations is the amount of coverage for all damages due to bodily injury in any one accident.

6. Non-Stacking

Regardless of the number of motor vehicles involved, persons covered, claims made, motor vehicles or premiums shown in this policy or premium paid, the limits, whether for UM coverage or SUM coverage, shall never be added together or combined for two or more motor vehicles to determine the extent of insurance coverage available to an insured who was injured in the same accident.

7. Priority Of Coverage

If an insured is entitled to UM coverage or SUM coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one motor vehicle under any one policy and the following order of priority shall apply:

- a. A policy covering a motor vehicle occupied by the injured person at the time of the accident;
- b. A policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and
- c. A policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

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

8. Exhaustion Required

Except as provided in Condition 9., we will pay under this SUM coverage only after the limits of liability have been exhausted under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the accident in regard to any one person who may be legally liable for the bodily injury sustained by the insured.

9. Release Or Advance

- a. In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, a release may be executed with such party after thirty calendar days from our receipt of your written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.
- b. We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this SUM coverage. Any excess above those amounts shall be paid to the insured.
- c. An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

10. Non-Duplication

This SUM coverage shall not duplicate any of the following:

- a. Benefits payable under workers' compensation or other similar laws;
- b. Non-occupational disability benefits under New York Workers' Compensation Law article nine or other similar law;
- c. Any amounts recovered or recoverable pursuant to New York Insurance Law article fifty-one or any similar motor vehicle insurance payable without regard to fault;
- d. Any valid or collectible motor vehicle medical payments insurance; or

- e. Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

11. Arbitration

- a. If any insured makes a claim under this SUM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or we do not agree as to the amount of payment that may be owing under this SUM coverage, then, at the option and upon written demand of such insured, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the _____ (*insert name of designated organization*), pursuant to procedures approved by the Superintendent of Financial Services for this purpose.
- b. If the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by New York Insurance Law section 3420(f)(1) and New York Vehicle and Traffic Law Article 6 or 8, then such disagreement shall be settled by such arbitration procedures upon written demand of either the insured or us. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such insured and we each agree to be bound by any award made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term "insured" includes any person authorized to act on behalf of the insured.

12. Subrogation

If we make a payment under this SUM coverage, then we have the right to recover the amount of the payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 9., such person shall do nothing to prejudice this right.

13. Payment Of Loss By Company

We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

14. Action Against Company

No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.

15. Survivor Rights

If you or your spouse, if a resident of the same household, dies, then this SUM endorsement shall cover:

- a. The survivor as named insured;
- b. The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
- c. Any relative who was an insured at the time of such death.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK SPLIT SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS LIMITS

Condition 5. in the Supplementary Uninsured/Underinsured Motorists Endorsement – New York is replaced by the following:

CONDITIONS

5. SUM Limits And Maximum Payments

- a. The SUM limits payable under this endorsement shall be determined as follows:

- (1) If an accident results in bodily injury excluding death to one or more persons, then we will provide the SUM limit stated in the Declarations; or
- (2) If an accident results in the death of one or more persons, then we will provide the greater of the SUM limit stated in the Declarations or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident; or
- (3) If an accident results in both bodily injury to one or more persons and the death of one or more persons, then we will provide the greater of the SUM limits stated in the Declarations or the limits required by the mandatory uninsured motorists (UM) coverage as follows:
\$25,000 per injured person and, subject to this per person limit,

\$50,000 to two or more persons injured as the result of any one accident; and

\$50,000 per person for bodily injury resulting in death and, subject to this per person limit,

\$100,000 to two or more persons for bodily injury resulting in death as the result of any one accident.

- b. Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

(1) The SUM limits; and

(2) The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

- c. The SUM limit shown on the Declarations for "Each Person" is the amount of coverage for all damages due to bodily injury to one person. The SUM limit shown under "Each Accident" is, subject to the limit for each person, the total amount of coverage for all damages due to bodily injury to two or more persons in the same accident.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT – NEW YORK

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

INSURING AGREEMENTS

- 1. Damages for Bodily Injury Caused by Uninsured Motor Vehicles.** We will pay all sums which the insured, as defined herein, or the insured's legal representative, shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, and caused by accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this UM endorsement; provided, for the purposes of this coverage, determination as to whether the insured or the insured's representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or the insured's representative and us or, if they fail to agree, by arbitration.
 - 2. Definitions.** For purposes of this UM endorsement, the following terms shall have the following meanings:
 - (a) Insured.** The unqualified term "insured" means:
 - (1)** You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
 - (2)** Any other person while occupying:
 - (i)** A motor vehicle owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or
 - (ii)** Any other motor vehicle while being operated by the named insured or such spouse, except a person occupying a motor vehicle not registered in the State of New York, while used as a public or livery conveyance; and
 - (b) Uninsured Motor Vehicle.** The term "uninsured motor vehicle" means a motor vehicle that through its ownership, maintenance or use, results in bodily injury to an insured, and for which:
 - (1)** No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
 - (2)** Neither the owner nor driver can be identified, including a hit-and-run vehicle, and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (i)** The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with us a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (ii)** At our request, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident, or
- (3)** Any person, with respect to damages such person is entitled to recover because of bodily injury to which this coverage applies sustained by an insured under sub-paragraphs (1) or (2) above.

- (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
 - (i) The amount of such insurance coverage or bond is less than the UM limits of this policy; or
 - (ii) The insurer writing such insurance coverage or bond denies coverage.
 - (4) The term "uninsured motor vehicle" does not include a motor vehicle that is:
 - (i) Insured under the liability coverage of this policy; or
 - (ii) Owned by you, as the named insured and, while residents of the same household, your spouse and relatives of either you or your spouse; or
 - (iii) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the UM limits of this policy; or
 - (iv) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
 - (v) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or
 - (vi) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.
 - (c) **Hit-and-Run Motor Vehicle.** The term "hit-and-run motor vehicle" means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such motor vehicle with the insured or with a motor vehicle which the insured is occupying at the time of the accident, provided:
 - (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run motor vehicle";
 - (2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (3) at our request, the insured or his legal representative makes available for inspection the motor vehicle which the insured was occupying at the time of the accident.
 - (d) **Bodily Injury.** The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.
 - (e) **Occupying.** The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.
 - (f) **State.** The term "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.
 - (g) As used in this endorsement, the terms digital network, transportation network company driver, transportation network company, and transportation network company prearranged trip shall have the meanings set forth in section 1691 of the Vehicle and Traffic Law.
- 3. Territory.** The coverage provided by this UM endorsement applies only to accidents which occur within the State of New York.

Exclusions

This UM coverage does not apply:

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

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

CONDITIONS

1. **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this UM coverage except "Duties After an Accident or Loss"; "Fraud", and "Termination" if applicable.

2. **Premium.** If during the policy period the number of motor vehicles owned by the named insured or spouse and registered in New York or the number of New York dealer's license plates or transporter plates issued to the named insured changes, the named insured shall notify us during the policy period of any change and the premium shall be adjusted as of the date of such change in accordance with the manuals in use by us. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to us; if less, we shall return to the named insured the unearned portion paid by such insured.

3. **Notice and Proof of Claim.** Within 90 days or as soon as practicable, the insured or other person making claim shall give us written notice of claim under this UM endorsement.

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

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

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

5. **Notice of Legal Action.** If the insured or such insured's legal representative brings any lawsuit against any persons or organizations legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.

6. UM Limit of Liability. The UM limit payable under this UM endorsement shall be:

(a) The limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is \$25,000 per person and, subject to this per person limit, the total limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons, as the result of any one accident is \$50,000.

(b) If the bodily injury results in death, the limit of our liability shall be \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this limit for each person, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

(c) Any amount payable under the terms of this UM endorsement, including amounts payable for care or loss of services, because of bodily injury sustained by one person, shall be reduced by;

(1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured motor vehicle and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, and

(2) all sums paid to one or more insureds on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this UM endorsement.

7. Other Insurance. With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, the coverage under this UM endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such motor vehicle as primary insurance, and this UM endorsement shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if there is other similar insurance available to the insured and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this coverage and such other insurance, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this UM endorsement and such other insurance.

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

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

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

9. Non-Duplication. This UM coverage shall not duplicate any of the following:

(a) Benefits payable under workers' compensation or other similar laws;

(b) Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;

(c) Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;

(d) Any valid or collectible motor vehicle medical payments insurance; or

(e) Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury insurance policies or bonds.

10. Arbitration. If any insured makes a claim under this UM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or we do not agree as to the amount of payment that may be owing under this UM coverage, then, upon written demand of either the insured or us, or at the option and written demand of such insured if the accident occurred while the motor vehicle is used by a transportation network driver who is logged onto a transportation network company's digital network but is not engaged in a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the _____ (*insert name of designated organization*), pursuant to procedures approved by the Superintendent of Financial Services for this purpose. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such insured and we each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this UM endorsement.

11. Subrogation. If we make a payment under this UM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 8, such person shall do nothing to prejudice this right.

12. Payment of Loss by Company. We shall pay any amount due under this UM endorsement to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

13. Action Against Company. No lawsuit shall lie against us unless, as a condition precedent thereto, the insured or the insured's legal representative has first fully complied with all the terms of this UM endorsement.

14. Assignment. Assignment of interest under this UM endorsement shall not bind us until our consent is endorsed hereon.

15. Survivor Rights. If you or your spouse, if a resident of the same household, dies, this UM coverage shall cover:

- (a) The survivor as named insured;
- (b) The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
- (c) Any relative who was an insured at the time of such death.

16. Policy Period – Termination. This UM coverage applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all motor vehicles owned by the named insured or spouse.

This UM endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK TRANSPORTATION NETWORK SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Transportation Network Services

This insurance does not apply while the motor vehicle is used by a "transportation network company driver" who is logged onto the "transportation network company's" "digital network" but is not engaged in a "transportation network company prearranged trip" or while the driver provides a "transportation network company prearranged trip".

B. Additional Definitions

As used in this endorsement:

1. "Digital network" means any system or services offered or utilized by a "transportation network company" that enables "TNC prearranged trips" with "transportation network company drivers".
2. "Transportation network company" or "TNC" means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to this article and is operating in New York state exclusively using a "digital network" to connect "transportation network company passengers" to "transportation network company drivers" who provide "TNC prearranged trips".
3. "Transportation network company driver" or "TNC driver" means an individual who:
 - a. Receives connections to potential "TNC passengers" and related services from a "transportation network company" in exchange for payment of a fee to the "transportation network company"; and

- b. Uses a "TNC vehicle" to offer or provide a "TNC prearranged trip" to transport "transportation network company passengers" upon connection through a "digital network" controlled by a "transportation network company" in exchange for compensation or payment of a fee.

4. "Transportation network company passenger" or "TNC passenger" means a person or persons who use a "transportation network company's" "digital network" to connect with a "transportation network company driver" who provides "TNC prearranged trips" to the "TNC passenger" in the "TNC vehicle" between points chosen by the "TNC passenger".

5. "TNC prearranged trip" or "TNC trip" means the provision of transportation by a "transportation network company driver" to a "TNC passenger" provided through the use of a "TNC's" "digital network":

- a. Beginning when a "transportation network company driver" accepts a "TNC passenger's" request for a "trip" through a "digital network" controlled by a "transportation network company";
- b. Continuing while the "transportation network company driver" transports the requesting "TNC passenger" in a "TNC vehicle"; and
- c. Ending when the last requesting "TNC passenger" departs from the "TNC vehicle".

The term "TNC prearranged trip" does not include transportation provided through any of the following:

- (1) Shared expense carpool or vanpool arrangements, including those as defined in Section 158-b of the New York Vehicle and Traffic Law; and

- (2) Use of a taxicab, livery, luxury limousine, or other for-hire vehicle, as defined in the New York Vehicle and Traffic Law, Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law.
6. "Transportation network company vehicle" or "TNC vehicle" means a vehicle that is:
- a. Used by a "transportation network company driver" to provide a "TNC prearranged trip" originating within the state of New York; and
 - b. Owned, leased or otherwise authorized for use by the "transportation network company driver";

Such term shall not include:

- (1) A taxicab, as defined in Section 148-a of the New York Vehicle and Traffic Law and Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;

- (2) A livery vehicle, as defined in Section 121-e of the New York Vehicle and Traffic Law, or as otherwise defined in local law;
- (3) A black car, limousine, or luxury limousine, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- (4) A for-hire vehicle, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- (5) A bus, as defined in Section 104 of the New York Vehicle and Traffic Law;
- (6) Any motor vehicle weighing more than 6,500 pounds unloaded;
- (7) Any motor vehicle having a seating capacity of more than 7 passengers; and
- (8) Any motor vehicle subject to Section 370 of the New York Vehicle and Traffic Law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK TRANSPORTATION NETWORK SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:**

Transportation Network Services

Insurance provided under this Coverage Part does not apply to "injury or damage" while the motor vehicle is used by a "transportation network company driver" who is logged onto the "transportation network company's" "digital network" but is not engaged in a "transportation network company prearranged trip" or while the driver provides a "transportation network company prearranged trip".

B. Additional Definitions

As used in this endorsement:

1. "Digital network" means any system or services offered or utilized by a "transportation network company" that enables "TNC prearranged trips" with "transportation network company drivers".
2. "Transportation network company" or "TNC" means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to this article and is operating in New York state exclusively using a "digital network" to connect "transportation network company passengers" to "transportation network company drivers" who provide "TNC prearranged trips".
3. "Transportation network company driver" or "TNC driver" means an individual who:
 - a. Receives connections to potential "TNC passengers" and related services from a "transportation network company" in exchange for payment of a fee to the "transportation network company"; and
 - b. Uses a "TNC vehicle" to offer or provide a "TNC prearranged trip" to transport "transportation network company passengers" upon connection through a "digital network" controlled by a "transportation network company" in exchange for compensation or payment of a fee.
4. "Transportation network company passenger" or "TNC passenger" means a person or persons who use a "transportation network company's" "digital network" to connect with a "transportation network company driver" who provides "TNC prearranged trips" to the "TNC passenger" in the "TNC vehicle" between points chosen by the "TNC passenger".
5. "TNC prearranged trip" or "TNC trip" means the provision of transportation by a "transportation network company driver" to a "TNC passenger" provided through the use of a "TNC's" "digital network":
 - a. Beginning when a "transportation network company driver" accepts a "TNC passenger's" request for a "TNC trip" through a "digital network" controlled by a "transportation network company";
 - b. Continuing while the "transportation network company driver" transports the requesting "TNC passenger" in a "TNC vehicle"; and
 - c. Ending when the last requesting "TNC passenger" departs from the "TNC vehicle".

The term "TNC prearranged trip" does not include transportation provided through any of the following:

- (1) Shared expense carpool or vanpool arrangements, including those as defined in Section 158-b of the New York Vehicle and Traffic Law; and
 - (2) Use of a taxicab, livery, luxury limousine, or other for-hire vehicle, as defined in the New York Vehicle and Traffic Law, Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law.
6. "Transportation network company vehicle" or "TNC vehicle" means a vehicle that is:
- a. Used by a "transportation network company driver" to provide a "TNC prearranged trip" originating within the state of New York; and
 - b. Owned, leased or otherwise authorized for use by the "transportation network company driver";

Such term shall not include:

- (1) A taxicab, as defined in Section 148-a of the New York Vehicle and Traffic Law and Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- (2) A livery vehicle, as defined in Section 121-e of the New York Vehicle and Traffic Law, or as otherwise defined in local law;
- (3) A black car, limousine, or luxury limousine, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- (4) A for-hire vehicle, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- (5) A bus, as defined in Section 104 of the New York Vehicle and Traffic Law;
- (6) Any motor vehicle weighing more than 6,500 pounds unloaded;
- (7) Any motor vehicle having a seating capacity of more than 7 passengers; and
- (8) Any motor vehicle subject to Section 370 of the New York Vehicle and Traffic Law.