

RLI Insurance Company

Peoria, Illinois 61615

A Stock Insurance Company

Personal Umbrella Liability Policy

STATE OF NEW YORK AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**PERSONAL UMBRELLA LIABILITY POLICY
POLICY PROVISIONS**

The policy is amended, as of its effective date, as follows:

- 1) PART I – DEFINITIONS is amended by replacing Definition C. as follows:
 - C. **Bodily Injury** means **Bodily Injury**, sickness or disease sustained by a person, including death from any of these any time. **Bodily Injury** also includes disability, mental anguish, mental injury, shock or fright resulting in or from otherwise covered **Bodily Injury**.
- 2) PART III – WHAT WE WILL DO is amended by replacing paragraph B.1. as follows:
 1. We have the right and duty to defend such **Insured** against a **Suit** seeking payment from them because of an **Occurrence**. We will do this even if the allegations are groundless, false or fraudulent. We will pay the cost of this defense in addition to the Limit of Coverage. For **Bodily Injury** or **Property Damage**, we will only pay, subject to this policy's Limit of Coverage, to the extent that the amount for **Bodily Injury** or **Property Damage** exceeds the applicable Required Minimum Limits of Coverage listed in the Declarations.
- 3) PART III – WHAT WE WILL DO is amended by replacing paragraph B.3. as follows:
 3. Payment of interest under this policy is limited to interest accruing after entry of judgment that an **Insured** is obligated to pay for an **Occurrence** to which this insurance applies. We will only pay interest on that portion of the judgment that exceeds the Required Minimum Limit of Liability as stated in the Declarations or the actual Limit of Coverage provided by the **Basic Policies**, whichever is greater. Any interest payable under this policy will not reduce the Limit of Coverage. We will not pay any interest under this policy if we have not been given notice pursuant to **Part VII A.** of this policy.
- 4) PART IV – REQUIRED BASIC POLICIES – CONDTIONS is amended by replacing paragraph B. as follows:
 - B. If **Part VII A.** of this policy has been complied with, but the **Basic Policies** do not provide coverage due to failure to comply with notice conditions in those **Basic Policies**, we will only pay as though the Required Minimum Limits listed in the Declarations of the **Basic Policy** had been paid, subject to this policy's Limit of Coverage listed in the Declarations. The claim may not be denied because of failure to provide timely notice if:
 - a. It was not reasonably possible to give notice within the prescribed time, and notice was given as soon as reasonably possible thereafter, even if we were prejudiced, or
 - b. The insurer has not been prejudiced, even if the claim was not made as soon as reasonably possible.

5) PART IV – REQUIRED BASIC POLICIES – CONDITIONS is amended by replacing paragraph C.7. as follows:

7. are reduced or exhausted by the payment of prior losses under the **Basic Policies**; or

6) PART V – WHAT IS NOT COVERED – EXCLUSIONS is amended by replacing Exclusion E. as follows:

E. **Injury** arising out of, caused by, resulting from, or in any way connected with the use of an **Automobile**, **Recreational Vehicle** or **Watercraft** while it is:

1. used to carry or transport a person for a fee;
2. used to carry or transport property for a fee;
3. used to deliver food or other items for a fee;
4. rented or leased to another;
5. used for **Ride-Sharing**; or
6. operated, maintained, enrolled in or used, as part of a **Vehicle Sharing Program**.

Ride-Sharing means the use of any **Automobile** by any **Insured** in connection with a **Transportation Network Company** from the time an **Insured** logs on to a **Digital Network** that connects or matches a **TNC Driver** with **Passenger(s)** until the time the **Insured** logs out or signs off, including while en route to pick up a **Passenger(s)** and while transporting a **Passenger(s)**.

Vehicle Sharing Program means an individual, business, organization, network, service or group facilitating the sharing of an **Automobile** owned or leased by you or your **Relative**.

Digital Network means any system or service offered or utilized by a **Transportation Network Company** that enables **Transportation Network Company Prearranged Trips** with **Transportation Network Company Drivers**.

Transportation Network Company or **TNC** means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to VTL Article 44B 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 **Transportation Network Company Prearranged Trips**.

Transportation Network Company Prearranged Trips or **Trip** means the provision of transportation by a **Transportation Network Company Driver** to a **Passenger** provided through the use of a **TNC's Digital Network**:

1. beginning when a **Transportation Network Company Driver** accepts a **Passenger's** request for a **Trip** through a **Digital Network** controlled by a **Transportation Network Company**; and
2. continuing while the **Transportation Network Company Driver** transports the requesting **Passenger** in a **TNC vehicle**; and
3. ending when the last requesting **Passenger** departs from the **TNC vehicle**.

Transportation Network Company Prearranged Trip or **Trip** does not include transportation provided through any of the following:

1. shared expense carpool or vanpool arrangements, including those as defined in section one hundred fifty-eight-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.

Transportation Network Company Passengers or Passenger means a person or persons who use a **Transportation Network Company's Digital Network** to connect with a **Transportation Network Company Driver** who provides **Transportation Network Company Prearranged Trips** to the **Passenger** in the **TNC Vehicle** between points chosen by the **Passenger**.

Transportation Network Company Drivers or TNC driver means an individual who:

1. Receives connections to potential **Passengers** and related services from a **Transportation Network Company** in exchange for payment of a fee to the **Transportation Network Company**; and
2. Uses a **TNC vehicle** to offer or provide a **Transportation Network Company Prearranged Trip** to **Transportation Network Company Passengers** upon connection through a **Digital Network** controlled by a **Transportation Network Company** in exchange for compensation or payment of a fee.

Transportation Network Company Vehicle, or TNC vehicle means a vehicle that is:

1. used by a **Transportation Network Company Driver** to provide a **Transportation Network Company Prearranged Trip** originating within the state of New York; and
2. owned, leased or otherwise authorized for use by the **Transportation Network Company Driver**. **Transportation Network Company Vehicle** does not include:
 - a. a taxicab, as defined in section one hundred forty-eight-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 one hundred twenty-one-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 one hundred four of the New York Vehicle and Traffic Law;
 - f. any motor vehicle weighing more than six thousand five hundred pounds unloaded;
 - g. any motor vehicle having a seating capacity of more than seven passengers; and
 - h. any motor vehicle subject to section three hundred seventy of the New York Vehicle and Traffic Law.

7) **PART V – WHAT IS NOT COVERED – EXCLUSIONS** is amended by replacing Exclusion M. as follows:

- M. Any obligation you or anyone else has to provide benefits to employees under a workers' compensation, occupational disease, unemployment compensation, disability benefits law, or any similar law. However, this exclusion does not apply to liability that the policyholder may incur, under the provisions of the New York worker's compensation law, to an employee arising out of the course of employment of less than forty (40) hours per week in and about the residence of the policyholder in New York State and which is required, under the provisions of such law, to be covered by this comprehensive personal liability insurance.

- 8) PART V – WHAT IS NOT COVERED – EXCLUSIONS is amended by deleting Exclusion AA. and BB. in its entirety.
- 9) The definition of **Pollutants** as used in PART V – WHAT IS NOT COVERED – EXCLUSIONS, Exclusion CC., is amended follows:

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 10) PART VII – OTHER CONDITIONS is amended by replacing Condition C. *Legal Action Against Us.*, as follows:

C. *Legal Action Against Us.*

1. No legal action shall be brought against us unless the **Insured** has fully complied with all terms of this policy. Notwithstanding any other provision of this Condition, in the event we disclaim coverage for an **Insured** for any claim or Suit, no action shall be commenced against us more than two (2) years after the earliest date on which any letter disclaiming coverage was mailed, including by U.S. mail, overnight mail, or email, by us to the **Insured**.
2. If we deny coverage or do not admit liability with respect to **Bodily Injury** and **Personal Injury** because an **Insured**, or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the **Insured**, or the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the **Insured**, or the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an **Insured**:

- a. Brings an action to declare the rights of the parties under the policy; and
- b. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- 11) PART VII – OTHER CONDITIONS is amended by replacing Condition H. *Other Insurance* as follows:

H. *Other Insurance.*

There may be other valid and collectible insurance, in addition to the **Basic Policies**, covering a claim or **Suit** that also is covered by this policy. If this occurs, the other insurance must be paid first, and then this policy will respond in excess of, and not contribute with, the other insurance. This insurance does not apply until after exhaustion of all other valid and collectible insurance or other protection available for the claim or **Suit** covered by this policy, including **Basic Policies**, personal or commercial automobile insurance, employer's insurance, errors and omissions insurance, personal liability insurance, or any other protection or indemnification, whether primary, excess or contingent.

- 12) PART VII – OTHER CONDITIONS is amended by replacing Condition I. *Cancellation.*, as follows:

I. *Cancellation.*

1. You may cancel this policy by mailing or delivering to our agent, or to us, advance notice of the date you wish it to be cancelled, enclosing therewith your copy of this policy. Your premium refund, if any, will be calculated to include a 10% charge for early cancellation.

2. If this policy has been in effect for sixty (60) days or less, and isn't a renewal, we may cancel it for any reason by mailing a written notice to you, at your address as stated in the Declarations, within this period. The notice will be mailed at least fifteen (15) days before the effective date of cancellation and will state the specific reason for cancellation.
3. If this policy has been in effect for more than sixty (60) days or is a renewal, we can cancel it during the Policy Period, in the manner described in 2. above, only for any of the following reasons:
 - a. if you fail to pay any premium when due, provided, however, that the notice shall inform the insured of the amount due;
 - b. if you are convicted of a crime that results from acts that increase the chance of loss;
 - c. if you obtained the policy through fraud or misrepresented any material fact while obtaining the policy or presenting a claim;
 - d. if we discover you have committed willful or reckless acts or omissions which increase the hazard insured against;
 - e. if required pursuant to a program approved by the Superintendent of Insurance as necessary because a continuation of the present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.
4. Proof of mailing shall constitute proof of notice.
5. In lieu of cancellation, we may condition continuation of the policy upon change of limits or elimination of any coverage not required by law, upon mailing or delivering written notice to you at your address shown in the Declarations at least twenty (20) days prior to the effective date of such action.
6. No notice of cancellation, reduction of limits, substitution of policy form, elimination of coverages, conditioned renewal or of intention not to renew, or notice of the reasons therefor, that fails to include a provision required by law shall be an effective notice. A copy of such notice, or a summary of such notice, shall be mailed, delivered or transmitted to the insured's authorized agent or broker within seven days of the time such notice is mailed to the named insured.

13) PART VII – OTHER CONDITIONS is amended by replacing Condition J. *Nonrenewal.*, as follows:

J. *Nonrenewal.*

1. If we decide not to renew this policy or to condition its renewal upon change of limits or elimination of coverages, we will mail or deliver a written notice of such action to your mailing address as shown in the Declarations. We will mail or deliver this notice at least forty-five (45) days, but not more than sixty (60) days, before the expiration date of the policy. The notice will state the specific reason for nonrenewal or conditional renewal. However, the policy may not be nonrenewed or conditionally renewed during the period of three (3) years from the date it was first issued except for one or more of the reasons listed in the section entitled Cancellation of this policy.
2. Proof of mailing this notice to you at your address shown in the Declarations will be proof that you were notified. But we will not send this notice if you, your agent or your insurer, has mailed or delivered written notice to us that the policy has been replaced or is no longer desired.

- 14) PART VII – OTHER CONDITIONS is amended by replacing Condition K. *Concealment – Misrepresentation.*, as follows:

K. *Concealment – Misrepresentation.*

No misrepresentation shall avoid any contract of insurance or defeat recovery thereunder unless such misrepresentation was material. No misrepresentation shall be deemed material unless knowledge by the insurer of the facts misrepresented would have led to a refusal by the insurer to make such contract.

- 15) PART VII – OTHER CONDITIONS is amended by adding a new provision as follows:

- M. In case judgment against the insured or his personal representative in an action brought to recover damages for injury sustained or loss or damage occasioned during the life of the policy or contract shall remain unsatisfied at the expiration of thirty days from the serving of notice of entry of judgment upon the attorney for the insured, or upon the insured, and upon the insurer, then an action may, except during a stay or limited stay of execution against the insured on such judgment, be maintained against the insurer under the terms of the policy or contract for the amount of such judgment not exceeding the amount of the applicable limit of coverage under such policy or contract.