



# **COPYRIGHT NOTICE**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PEER-TO-PEER VEHICLE SHARING EXCLUSION ENDORSEMENT – VIRGINIA**

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

### **DEFINITIONS**

The following definitions are added:

- A.** "Peer-to-peer vehicle sharing platform" means an online-enabled application, web site or system that connects vehicle owners with drivers to enable the sharing of peer-to-peer "shared vehicles" for financial considerations.
- B.** "Vehicle sharing platform agreement" means the terms and conditions applicable to a shared vehicle owner and a shared vehicle driver that govern the use of a shared vehicle through a "peer-to-peer vehicle sharing platform".
- C.** "Shared vehicle" means a motor vehicle that has been made available for sharing through a "peer-to-peer vehicle sharing platform". "Shared vehicle" does not include a daily rental vehicle as defined in Va. Code Ann. § 58.1-1735.
- D.** "Vehicle sharing period" means the period of time that commences with the "vehicle sharing delivery period" or, if there is no "vehicle sharing delivery period", that commences when the "vehicle sharing start time" occurs and ends at the "vehicle sharing termination time".
- E.** "Vehicle sharing delivery period" means the period of time beginning when the agent of a "peer-to-peer vehicle sharing platform" takes custody of the "shared vehicle" and ending when the "shared vehicle" arrives at the location agreed upon in the governing "vehicle sharing platform agreement".
- F.** "Vehicle sharing start time" means the time when the "shared vehicle" becomes subject to the control of the "shared vehicle" driver at or after the sharing of a "shared vehicle" is scheduled to begin as documented in the records of a "peer-to-peer vehicle sharing platform".

**G.** "Vehicle sharing termination time" means the earliest of:

1. When the "shared vehicle" is delivered to the location agreed upon in the "vehicle sharing platform agreement" on or after the expiration of the agreed-upon period of time established for the use of a "shared vehicle" according to the terms of the "vehicle sharing platform agreement";
2. When the "shared vehicle" is returned to a location as alternatively agreed upon by the "shared vehicle" owner and "shared vehicle" driver within the agreed-upon period of time as communicated through a "peer-to-peer vehicle sharing platform"; or
3. When the "shared vehicle" owner, or the "shared vehicle" owner's authorized designee, takes possession and control of the "shared vehicle".

### **PART A – LIABILITY COVERAGE**

Part **A** is amended as follows:

The following exclusion is added:

We do not provide Liability Coverage for the ownership, maintenance or use of:

"Your covered auto" while:

- a.** Enrolled in a "peer-to-peer vehicle sharing platform" under a "vehicle sharing platform agreement"; and
- b.** Being used in connection with such "peer-to-peer vehicle sharing platform" during the "vehicle sharing period" by anyone other than you or any "family member".

**PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

Part **D** is amended as follows:

The following exclusions are added:

We will not pay for:

Loss to "your covered auto" which occurs while:

- a. Enrolled in a "peer-to-peer vehicle sharing platform" under a "vehicle sharing platform agreement"; and
- b. Being used in connection with such "peer-to-peer vehicle sharing platform" during the "vehicle sharing period" by anyone other than you or any "family member".

Loss to, or loss of use of, a "non-owned auto" used by:

- a. You; or
- b. Any "family member";

in connection with a "peer-to-peer vehicle sharing platform" if the provisions of such "peer-to-peer vehicle sharing platform" preclude the recovery of such loss or loss of use, from you or that "family member", or if otherwise precluded by any state law.

**UNINSURED MOTORISTS COVERAGE ENDORSEMENT**

If the Uninsured Motorists Coverage endorsement is attached to the Policy, the following exclusion is added:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured" while "occupying", or when struck by, "your covered auto" while:

- a. Enrolled in a "peer-to-peer vehicle sharing platform" under a "vehicle sharing platform agreement"; and

- b. Being used in connection with such "peer-to-peer vehicle sharing platform" during the "vehicle sharing period" by anyone other than you or any "family member".

**MEDICAL EXPENSE AND INCOME LOSS BENEFITS COVERAGE ENDORSEMENT**

If the Medical Expense And Income Loss Benefits Coverage endorsement is attached to the Policy, the following exclusion is added:

We do not provide Medical Expense And Income Loss Benefits Coverage to any "insured" for "bodily injury" sustained while "occupying" "your covered auto" while:

- a. Enrolled in a "peer-to-peer vehicle sharing platform" under a "vehicle sharing platform agreement"; and
- b. Being used in connection with such "peer-to-peer vehicle sharing platform" during the "vehicle sharing period" by anyone other than you or any "family member".