

RENTAL VEHICLE COVERAGE ENDORSEMENT

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

This Rental Vehicle Coverage endorsement applies only to, and is part of, every motor vehicle liability insurance policy that covers less than five private passenger motor vehicles.

For each such policy, 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 such rental vehicle may be registered, rented or operated.

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.

Definitions:

- (a) "Insured" means named insured or any relative.
 - (b) "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 who is temporarily living elsewhere.
 - (c) "Private Passenger Motor Vehicle" means:
 - (1) 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 an individual and spouse, and is neither used as a public or livery conveyance for passengers nor rented to others without a driver; or
 - (2) a motor vehicle with a pick-up body, a delivery sedan, panel truck or van, owned by an individual or by an individual and spouse, who are residents of the same household, or by a family farm co-partnership 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.
- "Public or livery conveyance" as used in paragraph (1) 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.
- (d) "Long-term contract" means a contract with a term of six months or longer.
 - (e) "Rental vehicle" means a vehicle of the type described in subdivision (c) of this section, if:
 - (1) 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
 - (2) 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. Rental vehicle shall not include a motor vehicle used through a **peer-to-peer car sharing program**.

Priority of payment:

- (a) In no event shall payment be made under this endorsement duplicating payment made by this policy, another policy or another insurer for the same claim.
- (b) If more than one policy could cover the claim, payment on the claim shall be made in the following order of priority:
 - (1) the policy with respect to which the person is a named insured;
 - (2) if the person is not a named insured on any policy, the policy with respect to which the person is an insured; and
 - (3) where two or more policies provide coverage of equal priority, the policy 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.

Exclusions:

No Rental Vehicle Coverage shall be provided:

- (a) arising beyond the geographic limitations of the policy to which Rental Vehicle Coverage is endorsed;

- (b) to an insured who has committed fraud in connection with damage to, or loss of, a rental vehicle, including loss of use;
- (c) for damage to, or loss of, a rental vehicle including loss of use, which the rental vehicle company is precluded from recovering from the insured:
 - (1) pursuant to the terms of the rental agreement; or
 - (2) due to the prohibitions of section 396-z of the General Business Law or similar statutory provisions of other jurisdictions;
- (d) 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**; or
- (e) while the motor vehicle is being used or operated by a **shared vehicle driver** pursuant to article 40 of the General Business Law.

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.

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