VEHICLE SHARING PROGRAM EXCLUSION

This endorsement is subject to the ***terms*** contained in ***your*** Umbrella Insurance.

DEFINITIONS

The following definitions apply to this policy form:

1. ***Motor vehicle*** shall:
   a. Have the meaning set forth in section one hundred twenty-five of the vehicle and traffic law; and
   b. Have a gross weight rating of ten thousand pounds or less.
2. ***Peer-to-peer car sharing*** shall mean the authorized use of a ***shared vehicle*** by an individual other than the vehicle's owner through a ***peer-to-peer car sharing program***.
3. ***Peer-to-peer car sharing delivery period*** shall mean the period of time during which a ***shared vehicle*** is being delivered to the location of the ***peer-to-peer car sharing start time***, if applicable, as documented by the governing ***peer-to-peer car sharing program agreement***.
4. ***Peer-to-peer car sharing period*** or ***car sharing period*** shall mean the period of time that shall commence with the ***peer-to-peer car sharing delivery period*** or, if there is no ***peer-to- peer car sharing delivery period***, the period of time that shall commence with the ***peer-to-peer car sharing start time*** and, in either case, shall end at the ***peer-to-peer car sharing termination time***.
5. ***Peer-to-peer car sharing program*** or ***program*** means a program that facilitates the use or operation of a ***shared vehicle*** by a ***shared vehicle driver***.
6. ***Peer-to-peer car sharing program administrator*** or ***administrator*** shall mean the corporation, partnership, firm, institution, sole proprietorship or other entity or person that is responsible for operating, facilitating or administering the means, digital or otherwise, by which a business platform facilitates a ***peer-to-peer car sharing program*** for financial consideration, but shall not include a person or entity engaged in the business of renting or leasing rental vehicles to be operated upon the public highways for carrying passengers or non-profit or charitable organizations that facilitate ***peer-to-peer car sharing*** in exchange for payment of a fee or for financial consideration.
7. ***Peer-to-peer car sharing program agreement*** or ***agreement*** shall mean the terms and conditions that govern the use of a ***shared vehicle*** through a ***peer-to-peer car sharing program***.
8. ***Peer-to-peer car sharing start time*** shall mean the time when the ***shared vehicle*** becomes subject to possession or the control of the ***shared vehicle driver*** at, or after, the time the ***peer-to-peer car sharing period*** is scheduled to begin as documented in the records of a ***peer-to-peer car sharing program administrator***.
9. ***Peer-to-peer car sharing termination time*** shall mean the earliest of the following events:
   a. The expiration of the agreed upon period of time established for the use of a ***shared vehicle*** according to the terms of the ***car sharing program agreement*** if the ***shared vehicle*** is delivered to the location agreed upon in the ***peer-to-peer car sharing program agreement***;
   b. Returned to a location as alternatively agreed upon by the ***shared vehicle owner*** and ***shared vehicle driver*** as communicated through a ***peer-to-peer car sharing program***; or
   c. When the ***shared vehicle owner*** or the ***shared vehicle owner's*** authorized designee takes possession or control of the ***shared vehicle***.
10. ***Shared vehicle*** means a ***motor vehicle*** that is available for sharing through a ***peer-to-peer car sharing program*** that is both:
    a. Used nonexclusively for ***peer-to-peer car sharing*** activity pursuant to a ***peer-to-peer car sharing program agreement***; and
    b. Not otherwise made available by the ***shared vehicle owner*** for use as a rental vehicle as defined in section one hundred thirty-seven-a of the vehicle and traffic law.
11. ***Shared vehicle driver*** shall mean a driver, as such term is defined by section one hundred thirteen of the vehicle and traffic law, of a ***shared vehicle*** during the sharing period who has been authorized to use such ***shared vehicle*** pursuant to a ***peer-to-peer car sharing program agreement***.
12. ***Shared vehicle owner*** shall mean an owner, as defined in section one hundred twenty-eight of the vehicle and traffic law, of a registered ***shared vehicle*** made available for use by ***shared vehicle drivers*** through a ***peer-to-peer car sharing program***.

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EXCLUSIONS

The following is added to the Exclusions in the Umbrella Insurance:

1. ***We*** do not pay for ***bodily injury***, ***property damage***, ***personal injury*** while the ***motor vehicle*** is being used through a ***peer-to-peer car sharing program*** during the ***peer-to-peer car sharing period***.

All other ***terms*** and conditions remain unchanged.

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