

NEW HORIZONS INSURANCE
COMPANY OF MISSOURI
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AUTOMOBILE INSURANCE POLICY

Thank you for insuring with New Horizons Insurance Company of Missouri. We truly appreciate and value your partnering with us for your insurance needs.

The following language is added to the end of the ENDORSEMENT SECTION of your Automobile Insurance Policy form NU-MO-1188(9/17):

DELIVERY NETWORK DRIVER COVERAGE

You have this coverage for a vehicle shown on the Automobile Declaration if Delivery Network Driver is shown for that vehicle on the Automobile Declaration and the appropriate premium has been paid.

The following definition is added to DEFINED WORDS:

Delivery Network Operations – means a **part time** employment arrangement in which **you** or a **family member** are operating **your auto** to deliver property to others while being employed or an **independent contractor** for a **Delivery Business** who manages these delivery operations.

Independent Contractor -- means one who, exercising an independent employment, contracts to do a piece of work according to his or her own methods, without being subject to the control of his or her employer, except as to the result of his or her work.

Part Time – for the purpose of this endorsement only, means being employed or acting as an **independent contractor** for no more than a cumulative total of twenty five (25) hours during any one seven day period of time.

Delivery Business – means a private company or corporation that engages in the business of selling or delivering property to its customers. These include but are not limited to; Amazon, Grub Hub, Uber Eats, restaurants and retail stores.

The following definition is amended and replaced with the following in DEFINED WORDS:

Business – means any profession, occupation or vocation other than farming and **delivery network operations**. This includes any activities from which one would reasonably expect to receive monetary compensation or gain.

The following section 3. is amended in **Limits of Liability** in **PART A – LIABILITY COVERAGE**:

3. Regardless of the opening paragraph under **Limits of Liability** above and the limits of Bodily Injury Liability and Property Damage Liability shown on the Automobile Declaration, the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the state in which the accident occurred for:
 - a. Any **person**, entity or organization **using your auto**, a **newly acquired auto**, **temporary substitute auto**, or **trailer** to which PART A – LIABILITY COVERAGE applies, other than:
 - 1) **You** and the **person(s)** shown as Designated Representative on this policy's Automobile Declaration(s), whose driver's license is not suspended or revoked on the date of the accident;
 - 2) **Your spouse**, whose driver's license is not suspended or revoked on the date of the accident;
 - 3) **Your family member**:
 - a. whose driver's license is not suspended or revoked on the date of the accident;
 - b. whose driver's license has not been expired more than one year prior to the accident;
 - c. who is not a **person** who has never had a driver's license;
 - d. whose **use** of such **auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative on this policy's Automobile Declaration(s);
 - 4) A Scheduled Operator not already identified in paragraphs 3.a., 1) - 3) d. above, who is shown on this policy's Automobile Declaration(s) as of the date of the accident, and:
 - a. whose driver's license is not suspended or revoked on the date of the accident;
 - b. whose driver's license has not been expired more than one year prior to the accident;
 - c. who is not a **person** that has never had a driver's license;
 - d. whose **use** of such **auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative on this policy's Automobile Declaration(s).
 - b. Any **person**, entity or organization **using a non-owned auto** to which PART A – LIABILITY COVERAGE applies, other than:
 - 1) **You** and the **person(s)** shown as Designated Representative on this policy's Automobile Declaration(s), whose

- driver's license is not suspended or revoked on the date of the accident;
- 2) **Your spouse**, whose driver's license is not suspended or revoked on the date of the accident;
- 3) **Your family member**:
 - a. whose driver's license is not suspended or revoked on the date of the accident;
 - b. whose driver's license has not been expired more than one year prior to the accident;
 - c. who is not a **person** that has never had a driver's license;
 - d. who does not own, lease, or hire an **auto**; and
 - e. whose **use** of such **non-owned auto** is within the scope of consent of **you** or **your spouse**;
- 4) A Scheduled Operator not already identified in paragraphs 3.b. 1) – 3)e. above, who is shown on this policy's Automobile Declaration(s) as of the date of the accident, and:
 - a. whose driver's license is not suspended or revoked on the date of the accident;
 - b. whose driver's license has not been expired more than one year prior to the accident;
 - c. who is not a **person** that has never had a driver's license;
 - d. who does not own, lease, or hire an **auto**;
 - e. whose **use** of such **non-owned auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative on this policy's Automobile Declaration(s).
- 5) While participating in **delivery network operations** and while covered by a **delivery business** under another policy of insurance, contract or self-insurance agreement.

The following section 14. is amended in **When PART A – LIABILITY COVERAGE Does Not Apply** in **PART A – LIABILITY COVERAGE**:

For any vehicle or driver of such vehicle, otherwise covered by this policy, while such vehicle is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** for any compensation or suggested donation. This includes, but is not limited to:

- a. while a driver is logged onto a **transportation network company's** digital network; or
- b. while a driver provides a prearranged ride.

The following section 17. is amended in **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply**:

17. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** for any compensation or suggested donation. This includes, but is not limited to:

- a. while a driver is logged onto a **transportation network company's** digital network; or
- b. while a driver provides a prearranged ride.

We will provide coverage, not otherwise excluded, for:

- i. **you**, and **your family members** who do not own or lease an **auto**;
- ii. the first **person** listed as Designated Representative on the Declaration, and his/her **family members** who do not own or lease an **auto**; and
- iii. scheduled operators;

while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident.

The following section 9. is amended in **When PART C – UNINSURED MOTOR VEHICLE COVERAGE Does Not Apply**:

9. for **bodily injury** sustained by any **insured** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** for any compensation or suggested donation. This includes, but is not limited to:

- a. while a driver is logged onto a **transportation network company's** digital network; or
- b. while a driver provides a prearranged ride.

We will provide coverage, not otherwise excluded, for:

- i. **you**, and **your family members** who do not own or lease an **auto**;
- ii. the first **person** listed as Designated Representative on the Declaration, and his/her **family members** who do not own or lease an **auto**; and
- iii. scheduled operators shown on the Declaration;

while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident.

The following section 3. is amended in **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply**:

3. Any:

- a. vehicle while rented to others;
- b. lien or lease interest not shown on this contract;
- c. vehicle owned by a **person** or organization engaged in the **business** of selling, leasing, renting, repairing, servicing, maintaining, installing or replacing equipment in or on, cleaning, storing, parking, or transporting motor vehicles. An exception is a **private passenger auto** which has been rented by **you** or the first **person** shown as Designated Representative on the Automobile Declaration, rental considerations have been paid by **you** or the first **person** shown as Designated Representative, and RSMo 379.201 does not provide coverage for such rented vehicle under PART A – LIABILITY COVERAGE of this policy;

- d. vehicle loaned to any **insured**, Scheduled Operator, or **family member** of any Scheduled Operator, for demonstration purposes or as a replacement for **your auto** while it is out of **use** due to breakdown, repair or servicing; or
- e. vehicle otherwise covered by this policy, while it is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** for any compensation or suggested donation. This includes, but is not limited to:
 - 1) while a driver is logged onto a **transportation network company's** digital network; or
 - 2) while a driver provides a prearranged ride

The following section 9. is amended in **There is no UNDERINSURED MOTOR VEHICLE gap coverage** with the **UNDERINSURED MOTOR VEHICLE** endorsement:

- 9. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** for any compensation or suggested donation. This includes, but is not limited to:

- 1) while a driver is logged onto a **transportation network company's** digital network; or
- 2) while a driver provides a prearranged ride.

We will provide coverage, not otherwise excluded, for:

- a. **you**, and **your family members** who do not own or lease an **auto**;
- b. the first **person** listed as Designated Representative on the Declaration, and his/her **family members** who do not own or lease an **auto**; and
- c. scheduled operators shown on the Declaration;

while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident.

The following section 1. is amended in EXCLUSIONS with in the **DISABILITY INCOME** endorsement:

- 1. sustained by:

- a. any **person** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** for any compensation or suggested donation.

This includes, but is not limited to:

- 1) while a driver is logged onto a **transportation network company's** digital network; or
- 2) while a driver provides a prearranged ride.

We will provide coverage, not otherwise excluded, for:

- a. **you**; and
- b. **your family members** who do not own or lease an **auto**;

while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident;