BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking on Regulations Relating to Passenger Carriers, Ridesharing, and New Online-Enabled Transportation Services.	Rulemaking 12-12-011 (Filed December 20, 2012)

COMMENTS OF UBER TECHNOLOGIES, INC.
ON ASSIGNED COMMISSIONER'S RULING

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Uber Technologies, Inc. ("Uber") supports the California Public Utilities Commission's ("Commission") further study and consideration of insurance coverage issues applicable to transportation services provided by Transportation Network Companies ("TNC"). Uber shares the Commission's goal of ensuring that appropriate coverage exists for passengers, drivers, pedestrians, and property owners.

Prior to launching its peer-to-peer request option, Uber first ensured that its TNC subsidiary Rasier LLC (together with Raiser-CA, LLC, "Rasier") procured a commercial insurance policy with $1 million of coverage per incident.[1] Rasier was also the first of the TNCs to procure $1 million of uninsured/underinsured motorist coverage, as well as provide $50,000 per incident of contingent comprehensive and collision insurance. Moreover, in an effort to remove any ambiguity as to the availability of insurance during the period of time when a driver is logged into the application, but has not yet accepted a trip request, Rasier recently procured a first-in-kind coverage for a driver's liability during this period at $50,000/$100,000 per incident for bodily damage and $25,000 per incident for property damages.

[1] Drivers that contract with Rasier-CA, LLC are not employees and so should not be considered "Rasier drivers." However, for ease of reference, Uber will use the generic terms "TNC drivers" and "TCP drivers" to refer to all drivers that contract with TNCs and TCPs.

The slate of insurance coverage provided by Rasier exceeds the coverage currently required by the Commission in Decision 13-09-045 ("TNC Decision") and that required of taxi service providers in San Francisco, Los Angeles, and across California.[2] Further, it exceeds the current California state requirements of $15K/30K/5K for private passenger automobiles used in a variety of <u>commercial</u> uses, *e.g.,* travelling salespeople, food delivery services, mobile notaries, security guards, and real estate agents.

Consistent with their commitment to ensuring the safety of TNC transportation services arranged through the Uber App, Uber and Rasier have strived to take a proactive approach to meeting and exceeding the Commission's insurance coverage requirements. Additionally, Uber's Head of Risk Management and members of its Public Policy team have actively participated in the Peer-to-Peer Ridesharing Insurance Coalition, continue to participate in numerous public meetings and discussions with the California Department of Insurance on the topic of TNC insurance, and engage in significant on-going conversations with insurers about creating products that address the needs of TNCs and TNC drivers.

Uber supports the Commission's continued study and consideration of the insurance issues arising from TNC service. However, Uber believes that the public interest will best be served by the establishment of regulations that ensure appropriate levels of insurance coverage, while preserving flexibility for both TNCs and the insurance industry to continue to innovate and provide products for both TNCs and TNC drivers. Further, as Uber has always allowed, and continues to allow, only those transportation providers (whether TCPs or TNCs) who comply with the Commission's requirements on insurance and other permitting requirements to utilize its

[2] *See* Letter to Commissioner David Jones (April 4, 2014), attached here to as Attachment A, at Exh. A. Note requirements for San Francisco, Los Angeles, and California Vehicle Code 16500, which applies to taxicabs across California where there is no higher municipal requirement.

software application service, there is no basis for imposing any insurance requirements directly on Uber.

I. RESPONSE TO MODIFICATIONS PROPOSED BY ACR

A. INSURANCE COVERAGE REQUIREMENTS SHOULD MATCH THE TNC DRIVER'S COMMISSION REGULATED ACTIVITY

The Assigned Commissioner's Ruling ("ACR") seeks comment on whether "providing TNC services" should be modified to include the period "when the TNC app is open and available to accept rides from a subscribing TNC passenger until that app has been closed."[3] Adoption of this modification would result in a significant expansion of the period in which the TNC insurance requirements would be required.

Uber appreciates the Commission's recognition of the need for coverage during the period in which an App is open but before a TNC driver has accepted a request for transportation ("Period 1"). Aligning with both the Commission's concern for public safety and its commitment to the drivers, riders and communities in which it operates, Rasier, voluntarily and at significant expense, procured coverage for Period 1 that is over three times the current state minimum.[4] However, extending the Commission's TNC third party liability insurance requirements of $1 million of coverage to Period 1 is contrary to public policy and is not warranted for the protection of TNC passengers, drivers and the general public.

Accordingly, the Commission should maintain the original language of the TNC Decision with regard to the period during which commercial TNC third-party liability insurance shall apply. Further, the Commission should establish coverage requirements for Period 1, but allow

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[3] ACR at 2.

[4] *See* Attachment A at 3.

TNCs and insurance carriers to fashion market-based solutions to address the coverage needs during that period.

1. THE COMMISSION SHOULD REQUIRE TNCS TO MAINTAIN $1 MILLION THIRD PARTY LIABILITY POLICIES ONLY FOR INCIDENTS INVOLVING VEHICLES AND DRIVERS WHILE THEY ARE PROVIDING TNC SERVICES TO PASSENGERS

TNC drivers differ from taxicab drivers and TCP drivers in one material respect – they operate their private vehicles. Taxicab drivers and TCP drivers operate commercial vehicles that are essentially always in operation as a public or livery conveyance. By contrast, TNC drivers necessarily engage in personal activities, as well as TNC transportation activities, with the same vehicle.[5] In recognition of this hybrid use of the same vehicle, it is appropriate to establish different insurance requirements that account for the differential personal and commercial uses of the same vehicle.

It is undisputed that no TNC insurance coverage is required for the period where a TNC driver is using his or her vehicle solely for personal use. During such personal use period, the driver must comply with the state insurance requirements for private vehicles and maintain at least the minimum insurance coverage required under the law.[6]

It is further undisputed that the Commission has jurisdiction and may mandate insurance coverage for the period that commences when a TNC driver accepts a request for transportation and concludes when the driver completes the provision of transportation service ("TNC Period"). The Commission's exercise of jurisdiction during the TNC Period is appropriate and logical; once a driver accepts a request for transportation, the use of the vehicle is dedicated exclusively

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[5] Case law supports the idea that a vehicle is either a personal vehicle or a commercial vehicle. *See Farmer*, 244 Cal.App.2d 776 (1966), 784-785. With the creation of the TNC, the Commission has created a new hybrid class of vehicle that is at times personal and at other times, commercial.

[6] California does not require comprehensive and collision coverage (for physical damages to a driver's own vehicle) for personal automobiles. Lienholders/lessors may require this coverage in order to protect their investment, but it is not a requirement under California law. *See* Attachment A at 4.

to the transportation of the requesting user. In all material respects, the TNC Period is the same in character as the period when taxicab and TCP drivers operate their commercial vehicles – the vehicle is clearly engaged in commercial transportation of passengers and therefore, commercial liability insurance coverage should be in place.

The question that the ACR poses is with regards to the level of insurance that the Commission should require for the period when the App is open but before any request for transportation service is accepted, *i.e.,* Period 1. Related to this question is the issue of whether or not the Commission should simply establish the insurance coverage requirements for Period 1 or whether it should additionally specify which entity must carry the coverage for Period 1.

In evaluating these issues, the Commission should consider the following scenarios:

1. Driver has contracted with multiple TNCs and keeps all applications open at all times, in order to maximize the likelihood of procuring a request for transportation.
2. In a world where the TNC insurance coverage of $1 million commences at the opening of the App, Driver keeps the App open at all times, regardless of the driver's intent to accept a request for transportation service.

Requiring TNCs to insure drivers during Period 1 through separate third party commercial insurance in amounts greatly in excess of the personal insurance carried by the TNC driver – simply for having the App on – will have unintended and perverse consequences. Drivers will be strongly incentivized to turn on the App, or even turn on the Apps associated with multiple TNCs, even when the driver intends only to utilize his or her vehicle for personal purposes, solely to obtain the benefit from the increased insurance carried by the TNC. Furthermore, drivers will have a disincentive to purchase more than state-minimum personal auto insurance, because higher limits would be available through the TNC coverage. Similarly, a TNC driver who gets into an accident when utilizing his or her vehicle for personal purposes, would have a very strong incentive to simply turn on the App associated with a TNC immediately following an accident in order to try to secure the potentially significant financial benefit of the higher limits of the commercial insurance carried by the TNC.

TNCs and their commercial insurance carriers would have a difficult time detecting such abuses and no means to entirely prevent them. As a result, the adoption of the ACR's proposed modification of the definition of TNC would effectively shift significant insurance costs and liability from private drivers and their personal insurance carriers to TNCs and their commercial insurance carriers for incidents involving private vehicles in use for solely personal purposes. Further, the expansion of the definition of the TNC period to include Period 1 may facilitate insurance fraud with associated costs on insurers and on society.

In order to avoid such inappropriate and unintended consequences, the Commission should structure its TNC regulation in a manner that would encourage the development of market-based solutions to cover the new TNC innovations in transportation services. Specifically, new insurance products are needed that properly reflect the new uses to which private vehicles are being put by TNC drivers and account for the increased risks and costs of such uses in the terms, conditions, coverage and premiums for personal insurance policies issued to such drivers. The development of market-based solutions may be best achieved by the following definition of "providing TNC services":

> Whenever the TNC driver is using their vehicle as a public or livery conveyance, which is from the time the TNC driver accepts a passenger's request to prearrange transportation services until the time the TNC driver concludes providing such transportation services to the passenger.

This definition would ensure that the Commission mandated coverage would be in place to protect passengers, drivers and the general public during the TNC Period. Furthermore, this definition will provide a well-structured framework to facilitate market-based insurance solutions tailored to the evolving TNC marketplace.

2. THE COMMISSION SHOULD SPECIFY THE LEVEL OF INSURANCE FOR PERIOD 1 BUT ALLOW THE INSURANCE MARKET THE OPPORTUNITY TO INNOVATE TO MEET THE INSURANCE REQUIREMENTS

Contrary to information circulated by certain interests, personal insurance policies have covered incidents that occurred during Period 1.[7] Where personal policies contain a livery-type exclusion, that exclusion is normally an exclusion for time while the insured is transporting a passenger-for-hire, not an exclusion for when an App used by a TNC is open, but no request for transportation has been accepted. In other words, some insurance policies do provide coverage for Period 1. However, other personal insurance policies may contain ambiguities as to coverage during Period 1.

While the insurance market is adapting to the new TNC transportation industry, the Commission should establish insurance requirements in order to eliminate any ambiguity as to coverage that should be in place for Period 1. Such coverage should be no less than the minimum levels of insurance required by California for personal insurance policies [8] and should apply in the event a TNC driver's personal insurance policy is found not to cover an incident.

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[7] For instance, in the tragic accident in San Francisco on New Year's Eve that occurred during such a period, the driver's insurance company has offered up the limits of the driver's personal auto policy.

[8] California Insurance Code §11580.1b requires that personal vehicles must have minimum liability insurance requirements of at least $15,000 for injury/death to one person, $30,000 for injury/death to more than one person, and $5,000 for damage to property. As stated in the introduction to these Comments, Rasier maintains significantly higher levels of insurance to protect users, drivers, and the public.

The Commission should put in place these insurance requirements without mandating that only the TNC may provide the Period 1 coverage and instead mandate that the TNC must verify the existence of coverage either provided by the TNC or by the TNC driver's insurance provider. During this nascent TNC period, it is likely that the TNC will step in and procure the insurance, as Rasier did earlier this year. TNCs may also step in and procure insurance above this minimum requirement, as Rasier did. However, leaving open the question of what entity may carry the coverage for Period 1 facilitates innovation and may lead to business opportunities for the insurance industry. If the insurance industry is provided with a marketplace, it may develop innovative products that would provide a TNC driver with options that would be tailored to the driver's specific needs.

For these reasons, Uber submits that the Commission should mandate coverage for Period 1 at least at the limits required by state personal auto policies, but leave open the question of who may purchase such coverage.

B. THE COMMISSION SHOULD REQUIRE TNCS TO MAINTAIN COMMERCIAL LIABILITY POLICIES WITH COMPANIES LICENSED OR PERMITTED BY LAW TO DO SO IN CALIFORNIA

The ACR requests comment on revising TNC insurance requirements to specifically require that such "insurance policies [should be] by a company licensed to write insurance in this state, or by nonadmitted insurers subject to Insurance Code §1673."[9] Rasier is in compliance with this proposed modification, and Uber supports this clarification.

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[9] ACR, at 2-3. Accordingly, the requirement would read: "We will require TNCs to maintain commercial liability insurance policies by a company licensed to write insurance in the state, or by nonadmitted insurers subject to Insurance Code §1673, providing not less than $1,000,000 (one million dollars) per-incident coverage for incidents involving vehicles and drivers while they are providing TNC services. The insurance coverage shall be available to cover claims regardless of whether a TNC driver maintains insurance adequate to cover any portion of the claim."

C. THE COMMISSION SHOULD REQUIRE THAT TNCS PROCURE UNINSURED/UNDERINSURED MOTORISTS COVERAGE TO PROTECT PASSENGERS

The ACR requests comment on revising TNC insurance requirements to require TNCs to maintain uninsured/underinsured motorists coverage not less than $1,000,000. Rasier is already in compliance with this requirement, and Uber supports this requirement for all TNCs.

II. THE COMMISSION SHOULD ENSURE THAT TNC DRIVERS RECEIVE THE PERSONAL INSURANCE COVERAGE THAT THEY HAVE PAID FOR

A TNC driver who has purchased comprehensive and collision coverage to supplement his or her personal insurance should not lose access to that extra coverage solely because he or she may use a personal vehicle for TNC purposes as well as private personal uses. Here too, while the personal insurance industry develops additional products designed specifically for TNC drivers, ambiguity may remain about whether personal comprehensive and collision coverage will apply to a TNC driver.

Accordingly, while the personal insurance industry also develops additional products to address this additional ambiguity, the Commission should act to protect TNC drivers. Until the insurance market has addressed this question, if a TNC driver holds personal comprehensive and collision insurance and this insurance is found not to apply, the TNC should be required to provide contingent comprehensive and collision insurance to provide similar levels of coverage.

Uber believes reasonable limits for this additional contingent coverage would be in the amount of $50,000 for comprehensive and collision coverage as suggested in the ACR. Here too, the Commission should revisit this policy when the insurance industry has developed additional product to address this ambiguity with regard to TNC drivers.

III. APPLYING THE PROPOSED MODIFICATIONS IN THE ACR TO UBER WOULD BE INAPPROPRIATE, DUPLICATIVE, AND WOULD VIOLATE DUE PROCESS

The ACR requests comment on whether the Commission should require Uber, as well as its TNC subsidiary, Rasier-CA LLC, to comply with the insurance requirements in the TNC Decision. Uber reiterates its support for the Commission to regulate transportation at the level of the transportation provider. As the Commission already regulates the TCP and the TNC, any regulation of Uber, a technology platform that has been used to request the delivery of kittens, skywriting services, and ice cream, as well as transportation services, is unwarranted.

This reasoning extends to imposing the Commission's insurance requirements as well. Extending the insurance requirement to Uber, in addition to the TCP and TNC, would result in a duplicative layer of insurance upon insurance with no incremental public benefit. The TNC insurance requirements adopted in the TNC Decision already apply to Uber's TNC subsidiary, Rasier-CA LLC. Therefore, there is no need to apply them a second time to Rasier's parent entity, Uber.

Further, there exists no public interest in extending insurance requirements related to TCP service via the ACR to Uber in order to protect passengers, drivers, or the general public, since all of the TCP Holders who arrange TCP service through the Uber App are Commission-regulated and licensed and must comply with existing Commission insurance requirements applicable to TCP Holders. Further, any insurance ambiguities that may exist for TNC drivers do not exist for TCP drivers. In Uber's experience, a TCP's commercial insurance carrier has never failed to pay out a claim related to the TCP's transportation business on the basis that the TCP had contracted with Uber or utilized the Uber App to generate leads for transportation service. Further, Uber has always maintained a slate of general commercial liability insurance and other insurance policies that are appropriate for its business concerns.

Finally, extending the proposed modifications of the ACR to Uber is premature. In the TNC Decision, the Commission deferred issues regarding whether Uber should be regulated as a TCP to Phase 2 of the proceeding. No proceedings have yet been convened to consider this issue and no decision issued. As a result, it would be premature and unfair for the Commission to extend the proposed modifications of the ACR to Uber without due process.

Respectfully submitted,

By: /s/

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Dated: April 7, 2014

Attorneys for Uber Technologies, Inc.

ATTACHMENT A

April 4, 2014

Commissioner David Jones
California Department of Insurance
300 Capitol Mall, Suite 1700
Sacramento, CA 95814

Copies to:
Deputy Commissioner Chris Shultz, Community Programs and Policy Initiatives
Deputy Commissioner Joel Laucher, Rate Regulation

Dear Commissioner Jones,

Uber Technologies, Inc. ("Uber") appreciates the Department's interest and efforts in studying Insurance matters related to Transportation Network Companies in California. This is an emerging industry and we share the Department's interesting in ensuring that passengers, drivers, pedestrians, and property owners are adequately protected. This letter offers comments on the discussions at the hearing on March 14th and your March 25th press release.

Background / Current Uber Practices

Ensuring safe, as well as efficient and convenient, service is one of Uber's highest priorities. Uber has also placed high priority on ensuring that appropriate insurance is available to protect the public.

Uber's TNC subsidiaries (Rasier LLC and Rasier-CA LLC, together "Rasier") have always held commercial auto insurance with $1 million of coverage per incident since commencing to provide TNC services. In addition, since December 21st 2013, Rasier has provided $1 million of uninsured/underinsured motorist coverage per incident – the first TNC to do so. Rasier also recently added contingent comprehensive and collision insurance during TNC trips to provide additional financial protection for TNC drivers that contract with Rasier, up to $50,000/incident with a $1,000 deductible.

In an effort to remove any ambiguity about a the time when drivers are logged in and available on our application but have not yet accepted a trip request, Rasier also provides contingent coverage for a driver's liability at $50,000 per individual per incident for bodily injury, $100,000 in total per incident for bodily injury; and $25,000 per incident for property damage.

We have attached certificates of insurance for all three policies to this letter and the full copy of the first policy with only premiums redacted:

A. **TNC Pre-Arranged Trip Commercial Liability** - James River Insurance Company – #CA43600143 - $1MM 3rd Party Liability, $1MM Un/Underinsured motorist between acceptance and drop off (periods "2" and "3" in your background document)

B. **TNC Pre-Trip Contingent Liability –** James River Insurance Company - #CA436000179 - $50K/100K/25K 3rd party liability while drivers are logged on and available for trip requests (period "1" in your background document). Coverage applies if personal auto coverage is not available for any reason

C. **TNC Trip Contingent Collision / Comprehensive** - James River Insurance Company - #CA43600180 - $50,000 max ACV with $1,000 deductible contingent upon the driver having collision coverage on their personal auto policy

James River Insurance Company is rated A- (Excellent) by A.M. Best and is listed on the Department's "List of Approved Surplus Lines Insurers."

Insurance for Comparable Services

A substantial portion of the hearing was spent on insurance for comparable uses. The attached Exhibit A lists the insurance requirements for TNCs, other forms of for hire transportation, as well as related uses of passenger vehicles in California with statutory references where available. Some key takeaways:

- The $1MM 3rd party liability coverage required of TNCs matches or exceeds the required coverage of all other forms of transportation with seating for 7 or fewer passengers
- No comparable use requires un/underinsured motorist coverage
- No comparable use requires medical payments coverage
- No comparable use requires collision or comprehensive coverage
- Required limits increase substantially when transporting passengers for hire. The limits for vehicles for hire are tied to seating capacity of vehicles and exist primarily to ensure coverage is available for the driver's liability to the passenger(s).
- State minimum of $15K/30K/5K is the only statutory requirement for private passenger autos used in a wide variety of commercial or quasi-commercial uses (e.g., travelling salespeople, food delivery, mobile notaries, security guards, etc.) this includes industries that routinely transport un-related third party passengers (e.g., real estate agents)

A copy of the declarations page of Luxor Cab's commercial auto insurance policy (as provided by the SFMTA) is also attached for reference to further confirm that UI/UIM and medical payments are not standard taxi coverages.

"Period 1" – Logged on and available for trip requests

Uber believes the drivers who use our app and the riders and communities we serve should have the confidence that there is no "insurance gap". This is why we were the first to put in place coverage to insure that drivers are covered during "Period 1" regardless of the specific language in their personal auto policy. This was a voluntary effort on our part. We chose $50K/100K/25K limits because:

- This limit meets or exceeds the third party liability insurance requirements for private passenger vehicles in every state in the US
- This exceeds the "3x state minimum" requirement contained in AB 1871 (2010 – Carsharing) which would equal $45K/90K/15K given current California statutory minimum of $15K/30K/5K.
- This limit is around the median of private passenger vehicle insurance coverage in CA. Some buy more and many buy less coverage
- If the driver is truly "available" for a trip request there shouldn't be any passengers in the vehicle other than the driver during Period 1

There are significant practical challenges with providing TNC drivers with the opportunity to start and stop coverage at any time. During "Period 1" drivers have the unilateral option to start and stop their use of the application at any time. If the coverage provided during "Period 1" is similar or equal to their personal auto coverage, there are minimal insurance-specific incentives to open the application. Drivers make themselves available in the application because they are actually available and interested in receiving requests to transport passengers.

However, if coverage is materially broader than their personal auto insurance coverage (such as the suggestion of $1MM coverage in your March 25th release) there are moral hazards related to this coverage because of the ability to toggle coverage on and off at will which may lead individuals to make decisions driven by insurance coverage (or the availability to toggle such coverage) instead of their use of the application for its intended use. An example would be a driver choosing to carry minimum limits coverage because more robust coverage is available by opening the app at any time, regardless of their intent to transport passengers. Health insurers (including ACA plans) address similar issues with the ability to start and stop through open-enrollment periods, which limit insured's ability to change coverage throughout the year to a limited time window and/or the occurrence of certain life events (e.g., marriage). As others pointed out during the hearing, there are also potential issues with drivers that make themselves available through multiple TNC services or other commercial services (e.g., couriers), leading to potential coverage disputes among policies.

The practical challenges of high ($1MM) insurance limits are dramatically reduced during the time of the pre-arranged ride (Period 2 and 3). The driver has a very limited window of time (<30 seconds) to accept a request for transportation, which functions in a similar manner to an open enrollment period. Furthermore, when the driver commits to accepting a request for transportation, the use of the vehicle is dedicated exclusively to the transportation of the requesting passenger, which removes most issues related to simultaneous coverage from multiple policies or lack of clarity of use of the vehicle.

Comprehensive and Collision Coverage

Comprehensive and collision coverage pays for physical damage to the driver's own vehicle and is not a public safety issue, and no state in the country requires either as a compulsory coverage for personal vehicles or taxis. Many drivers are required by lessors or lienholders to carry comprehensive and collision coverage. However, many other drivers choose not to pay for this coverage if their vehicle is paid in full. We believe it is important that drivers who own their vehicles outright maintain the option to not be burdened by this cost. We support the Department's recommendation that this coverage be tied to the driver's selection of this coverage on their personal auto policy as this ensures both clarity of coverage for drivers and continuity of coverage for the benefit of lessors and lienholders.

The March 25th press release cited "$50,000/$100,000 comprehensive and collision." We believe this may have been a typographical error in place of $50,000 with a $1,000 deductible as different limits for comprehensive and collision are not customary. Please clarify if this was not the Department's intent.

Establishing future requirements

TNC's are an emerging form of transportation and we would like to ensure that any regulations put forth by the California Public Utilities Commission (CPUC), California legislature, or Department of Insurance strike a balance between a) consumer protection for all stakeholders (passengers, drivers, pedestrians, and the public at large) and b) preserving flexibility for both TNCs and the insurance industry (personal and commercial lines) to innovate.

We have had significant conversation with personal lines insurers both large and small about creating endorsements or other products that are specifically designed for TNC drivers. Given the timelines and complexity of the rate and form filing process in California these are probably a year or more away. However, putting a requirement that TNCs provide $1MM limits during this time for all vehicles essentially removes this opportunity for personal lines carriers to create new products for this market as they would be essentially duplicative of TNC-mandated coverage.

We believe that the structure we put in place with our contingent liability policy ensures that there are no gaps in critical coverage due to varying wording of personal polices while allowing flexibility for the development of future insurance products. Incumbent personal lines carriers can adjust their current policy wordings if they so desire. Those insurers that choose to embrace ridesharing with endorsements or other new products can then do so and the contingent coverage expands and contracts to fill any gaps that may exist.

Conclusion

We appreciate the Department's examination of the insurance aspects of the TNC industry. While the CPUC has primary regulatory authority over TNCs, the Department's recommendations on this topic likely carry significant weight with the CPUC and we hope that you will take our comments into careful consideration. We are happy to discuss these comments further with you or your staff.

EXHIBIT A – INSURANCE REQUIREMENTS FOR OTHER USES

Service	Required 3rd Party Liability	Required UI/UIM	Required Medical Payments	Required Comprehensive / Collision	Code reference
For hire passenger transportation – Non-TNC					
San Francisco Taxi	$1MM CSL	None	None	None	SFTMA
Los Angeles Taxi	$100K/300K /50K	None	None	None	LA Muni Code Sec 71.14
California taxis and other for hire transportation (if no higher municipal requirement)	$15K/30K /5K	None	None	None	Calif. Vehicle Code 16500[1]
CPUC – TCP 1-7 passengers	$750K CSL	None	None	None	CPUC General Order 115-F
CPUC – TCP 8-15 passengers	$1.5MM CSL	None	None	None	CPUC General Order 115-F
CPUC – TCP 16 + passengers	$5MM CSL	None	None	None	CPUC General Order 115-F
For hire passenger transportation - TNC					
Current TNC requirement	$1MM CSL	None	None	None	CPUC Decision 13-09-045
Rasier-CA LLC (Uber)	$1MM CSL	$1MM CSL	None	$50K w/ $1K ded. if personal policy has coll.	Business practice / CPUC rule
Related private passenger vehicle uses					
Private passenger auto – non passenger transport use	$15K/30K /5K	None	None	None	Calif. Vehicle Code 16430
Car sharing	$45K/90K/ 15K or underlying	Minimal (non-statutory)	Minimal (non-statutory)	Covered (non statutory)	Calif. Ins. Code 11580.24 (AB 1871)

CSL = Combined Single Limit – One limit for both bodily injury and property damage
X/Y/Z = $X for bodily injury per individual / $Y for bodily injury

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[1] CVC16500. Every owner of a vehicle used in the transportation of passengers for hire, including taxicabs, when the operation of the vehicle is not subject to regulation by the Public Utilities Commission, shall maintain, whenever he or she may be engaged in conducting those operations, proof of financial responsibility resulting from the ownership or operation of the vehicle and arising by reason of personal injury to, or death of, any one person, of at least fifteen thousand dollars ($15,000), and, subject to the limit of fifteen thousand dollars ($15,000) for each person injured or killed, of at least thirty thousand dollars ($30,000) for the injury to, or the death of, two or more persons in any one accident, and for damages to property of at least five thousand dollars ($5,000) resulting from any one accident.