

Standard Form of Endorsement Prescribed by the Public Utilities Commission of the State of California

**TO BE ATTACHED TO AND MADE A PART OF ALL POLICIES INSURING MOTOR VEHICLES OPERATED BY "PASSENGER STAGE CORPORATIONS" (AS DEFINED IN SECTION 226 OF THE PUBLIC UTILITIES CODE) AND/OR "CHARTER PARTY CARRIERS OF PASSENGERS" (AS DEFINED IN SECTION 5360 OF THE PUBLIC UTILITIES CODE) AND/OR "TRANSPORTATION NETWORK COMPANIES" (AS DEFINED IN SECTION 5431 OF THE PUBLIC UTILITIES CODE) SUBJECT TO REGULATION BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

**(FORM PL 912)**

The policy to which this endorsement is attached is an Automobile Bodily Injury Liability and Property Damage Liability policy or other liability policy, as required by law, and is hereby amended to assure compliance by the insured, as a passenger stage corporation and/or as a charter party carrier of passengers and/or as a transportation network company, with California Public Utilities Code Section 1040, Sections 5384.3, 5391 or 5391.2, or Section 5433 where applicable, General Order No. 101 Series and/or General Order No. 115 Series, and the pertinent rules, orders, and regulations of the Public Utilities Commission of the State of California.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay, within the limits of liability hereinafter provided, any final judgment rendered against the insured for bodily injury to or death of any person, or loss of or damage to property of others (excluding injury to or death of the insured's employees/contractors while engaged in the course of their employment/service, and loss of or damage to property owned by, rented to, or transported as cargo by the insured), resulting from the operation, maintenance, or use of motor vehicles for which a certificate of public convenience and necessity or permit is required or has been issued to the insured by the Public Utilities Commission of the State of California, regardless of whether such motor vehicles are specifically described in the policy or not, and/or resulting from any other action by the insured and/or the insured's employees/contractors while engaged in the course of performing under the aforementioned certificate of public convenience and necessity or permit.

Within the limits of liability hereinafter provided it is further understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement by the insured, shall relieve the Company from liability hereunder or from the payment of any such final judgment, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company, and the insured agrees to reimburse the Company for any payment made by the Company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the Company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is understood and agreed that, upon failure of the Company to pay any final judgment rendered against the insured as provided herein the judgment creditor may maintain an action in any court of competent jurisdiction against the Company to compel such payment.

The liability of the Company for the amounts provided in this endorsement applies separately to each accident and any payment under the policy because any one accident shall not operate to reduce the liability of the Company for the payment of final judgments resulting from any other accident.

The liability of the company on each motor vehicle shall be as follows:

<b>Schedule of Limits: Bodily Injury Liability and Property Damage Liability</b>	
<b>Vehicle Seating Capacity (including the driver)</b>	<b>Amount of Coverage</b>
Any vehicle with a seating capacity of 16 persons or more.....	\$5,000,000
Any vehicle with a seating capacity of 8 persons through 15 persons, inclusive.....	\$1,500,000
Any vehicle with a seating capacity of 7 persons or less.....	\$750,000
EXCEPT:	
Any vehicle operated under a Class C Certificate as defined by P.U. Code Section 5383.....	\$750,000
AND:	
Any vehicle operated under a Class P permit specific to transportation network companies, as defined by P.U. Code Section 5431(a):	
Any vehicle operating under P.U. Code Section 5433(b)(1) for bodily injury and property damage.....	\$1,000,000
Any vehicle operating under P.U. Code Section 5433(b)(2) for uninsured and underinsured motorist coverage.....	\$1,000,000
Any vehicle operating under P.U. Code Section 5433(c) for bodily injury (per person) .....	\$50,000
for bodily injury (per incident) .....	\$100,000
for property damage.....	\$30,000
excess coverage.....	\$200,000
AND:	
Any contract crew transportation vehicle as defined by P.U. Code Section 5384.3.....	\$5,000,000

The above limits of liability do not include cost of defense and/or any similar expenses that the policy may otherwise cover.

Nothing in this endorsement shall be construed to limit or restrict any coverage otherwise provided by the policy of which this endorsement is made a part.

Whenever required by the Commission, the Company agrees to furnish to the Commission a duplicate original of said policy and all endorsements thereon.

The Company further agrees that such insurance as is afforded by the policy and this endorsement against liability for injuries to or death of persons and damage to or destruction of property shall not be cancelled, rescinded, or suspended, nor shall the cancellation, rescission, or suspension of the policy or this endorsement take effect, nor shall the policy or this endorsement become void for any reason whatsoever until the company shall have first given thirty (30) days' notice to the Public Utilities Commission of the State of California said thirty (30) days' notice to commence to run from the date notice is actually received in the office of said Commission. This endorsement covers liability for all accidents that occur while this endorsement is still in effect, regardless of whether a claim is made before or after the effective date of any notice of cancellation, rescission, or suspension.

The Company further agrees that if the policy shall be cancelled or suspended or otherwise

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terminated, and shall thereafter be reinstated, notice in writing on an authorized form of such reinstatement shall immediately be given by the Company to said Commission.

This endorsement is a part of:

Policy No. \_\_\_\_\_ issued by \_\_\_\_\_  
(herein called Company) of \_\_\_\_\_  
to \_\_\_\_\_  
(insured)

effective \_\_\_\_\_ 12:01 a.m. standard time at the address of the insured as stated in policy

Countersigned at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By [Signature] \_\_\_\_\_  
(Authorized Company Representative)

Name of \_\_\_\_\_  
(PLEASE TYPE)

**(FOR EXCESS INSURANCE CARRIER USE ONLY)**

This is to certify that \_\_\_\_\_  
(NAME OF EXCESS INSURANCE CARRIER)

has issued to \_\_\_\_\_  
(NAME OF INSURED)

an excess automobile bodily injury liability and property damage liability insurance policy which provides the excess liability insurance coverage between the primary limits as set forth on the front of this document and the required minimum liability limits as set forth in the current General Orders No. 101-Series and/or No. 115-Series, in accordance with the terms of the Endorsement Form PL-912 of the Public Utilities Commission of the State of California.

Policy no. \_\_\_\_\_ Effective from \_\_\_\_\_ until cancelled  
(12:01 a.m., standard time at the address of the insured as stated in said policy)

Countersigned at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature \_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

Surplus Line  
Broker and No. \_\_\_\_\_

Name of person signing \_\_\_\_\_  
(PLEASE TYPE)

[Type here]