

## Not “Just an App” –The Rise of the Sharing Economy and Insurance Challenges

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### I. INTRODUCTION

According to a statement of claim filed in the Ontario Superior Court of Justice, on March 20, 2016, John Smith’s<sup>1</sup> vehicle was struck by a car running a red light, leaving Mr. Smith with multiple fractures, bruising and contusions, and a traumatic brain injury.

On August 31, 2016, Mr. Smith filed a lawsuit naming as defendants the operator of the vehicle, the owner of the vehicle, the Toronto Police Services Board, and two police officers, alleging the vehicle which struck his car was stolen and fleeing from police at the time of the accident.<sup>2</sup>

Ms. Smith also named his insurer and Uber, a popular ride-sharing platform, as defendants. In the statement of claim, Mr. Smith alleges that, at the time of the accident, he was transporting passengers as a “driver-partner” for Uber, and that his insurer has limited the coverage available to him on the basis that Mr. Smith “was using his vehicle to carry paying passengers, which it considered to be an excluded use under his policy.” He has sued his insurer seeking, in part, a declaration that the underinsured and uninsured coverage be available to him and Uber Canada Inc., alleging, amongst other things, that Uber:

- Failed to advise him that he should have told his insurer he was engaged in the business of carrying passengers for profit;
- Falsely represented that Mr. Smith’s insurer would cover his claims as a result of any accident; and
- Induced Mr. Smith to breach his contract with his insurer.

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<sup>1</sup> Not the plaintiff’s actual name.

<sup>2</sup> Statement of claim filed in Ontario Superior Court of Justice, Court File No. CV-16-SS9636.

While the allegations in his claim are unproven, Mr. Smith's lawsuit highlights the challenges the emerging "peer-to-peer" or "sharing economy" poses to traditional insurance models.

Although companies like Uber and their drivers are now required by law in Ontario and Alberta to carry accident insurance, questions remain as to the availability and scope of coverage across Canada. More generally, the rapid growth of ride-sharing apps like Uber and Lyft, home-sharing apps like Airbnb and CouchSurfing, and other apps that facilitate peer-to-peer transactions has created legal uncertainty with respect to insurance coverage issues and ultimate liability for damages. These applications occupy a legal grey-zone between passive message boards and employer/service provider. Governments and the courts have to come to terms with how to regulate these sharing platforms, while insurers are now beginning to offer products tailored to this new marketplace. More recently, the emergence of "risk-pooling" as an alternative to traditional insurance has the potential to further disrupt the insurance marketplace.

This paper examines insurance issues arising out of the sharing economy, as follows:

1. The growth of the "peer-to-peer" or "sharing" economy;
2. Legal issues arising out of peer-to-peer applications:
  - (a) Whether sharing activities are covered by traditional insurance;
  - (b) Jurisdictional issues;
  - (c) How sharing activities are regulated in Canada; and
  - (d) Liability for wrongdoing;
3. The emerging insurance-industry response;
  - (a) App-based insurance products; and
  - (b) Ride-sharing and home-sharing specific policies;
4. Future challenges posed by the sharing economy: peer-to-peer insurance?

## II. THE SHARING-ECONOMY – TECHNOLOGY FACILITATING PEER-TO-PEER TRANSACTIONS

The “sharing economy”, also known as the “collaborative”, “access”, “peer”, or “digital matching” economy, is a broad term used to describe a decentralized marketplace that makes use of underused assets, in which technology (often in the form of an app or website) is used to facilitate direct peer-to-peer transactions.

The sharing economy takes many forms, running the gamut from well-known ride-sharing (Uber and Lyft) and accommodation-sharing (Airbnb and CouchSurfing) services to more esoteric services where a user can arrange for someone to perform household chores (TaskRabbit<sup>3</sup>) or take out a personal loan of up to \$40,000 (Lending Club<sup>4</sup>). The name “sharing economy” is somewhat of a misnomer – in reality, many of the technology services that facilitate transactions charge a fee, take a cut, or otherwise profit by providing a platform to permit consumers and service providers to connect. As described by the United States Department of Commerce:

Digital matching firms have been referred to by many names and descriptors. Among the most ubiquitous labels for the collection of these firms in both media and academic reporting are the “sharing” and “collaborative” economies. However, terms such as “sharing” and “collaborative” do not adequately characterize what makes firms like Uber, Taskrabbit, and Airbnb innovative. As discussed at length in this report, these firms provide a platform for consumers and service providers to connect and complete a transaction safely and efficiently, using the capital assets of the service providers themselves, when such assets are required to provide the service.

Service providers using their own underutilized assets to provide a service are often characterized as “sharing” or “collaborating” with consumers, but this implies services being provided for free; the reality is that the so-called “sharing” or “collaboration” in these cases is not free. Service providers are simply using their assets to earn money. In digital matching firms, service providers bear the cost and risk of providing a service and, in many cases, use an asset they already own for another purpose, but they are not “sharing” their assets any more than a traditional taxi company is sharing its cars or a hotel is sharing its rooms.

From its emergence in the late 2000s (Airbnb was founded in 2008, Uber in 2009) the sharing economy has grown to represent a moderate but significant portion of the global economy.

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3 <https://www.taskrabbit.com/>

4 <https://www.lendingclub.com>

A 2014 study by PriceWaterhouseCooper<sup>5</sup> estimated that the sharing economy had global revenues of \$15 billion in 2014 with the potential to increase to \$335 billion by 2025. Here in Canada, vacation rental operator Airbnb claims to currently have more than 36,000 users in Canada, while Uber claims to have “tens of thousands” of drivers in six cities across the country.<sup>6</sup>

The exact business model and the degree of involvement of the technology company can vary from platform to platform. Some do nothing more than connect a consumer with a service provider, while others set standards, screen consumers and service providers, and provide insurance or compensation to consumers, service providers or both in the event of a claim.

In many cases, the services offered by a technology platform are spread across a number of related corporations in different jurisdictions. For example, the business model of Uber, the largest player in the sharing economy, was described as follows by the Ontario Superior Court of Justice in *City of Toronto v. Uber Canada Inc. et al.*, 2015 ONSC 3572 (a case concerning whether Uber required a taxicab or limousine license to operate in Toronto):

[29] Uber Canada Inc. markets the Uber brand to the public locally. It assists in recruiting drivers (who, when recruited, contract with other Uber entities). It has a limited role in pricing (specifically, the timing of removal of surge pricing). It handles service complaints when received and it has a general role in reviewing and analyzing service data and “heat maps” to assist in the fine-tuning of the system to meet local conditions. It can cause the accounts of riders and drivers under their respective App to be suspended or deactivated. Uber Canada has offices in Toronto but provides its supporting services across Canada.

[30] Uber Canada provides what might best be described as ancillary local services within the overall “Uber” international business model. It does not own, operate or license to end-users the smartphone or internet application (the “App”) used by passengers (the “Rider App”) nor the App used by drivers (the “Driver App”). It does not contract directly with drivers or passengers nor collect the fares charged by the one and paid by the other. From the evidence before me, Uber Canada has no contact with the prospective passenger prior to or during any particular trip. It may become involved if the passenger has complaints to register after the fact.

[31] Uber B.V. is a Dutch company. Prospective passengers wishing to use Uber’s services may download the Rider App freely on the internet. In order to use it, however, they must open an account and enter into an agreement with Uber B.V. authorizing them to use the Rider App around the world, including in Toronto. Whenever licensed users of the Rider App are in a location to which

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5 PricewaterhouseCooper. “The Sharing Economy.” Consumer Intelligence Series. April 2015.

6 <http://www.canadianunderwriter.ca/features/learning-to-share/>

drivers can be summoned using the Driver App, the authorized user can do so. Among the locations in the world where this is possible is Toronto.

[32] In addition to licensing the Rider App, Uber B.V. licenses the Driver App to drivers who apply for the Uber Black, Uber SUV, Uber Taxi and Uber Access services and has agreements with them.

[33] Rasier Operations BV (“Rasier”) is a Dutch company who licenses the Driver App to drivers who wish to provide services to riders using the Uber X and Uber XL services. Such drivers enter into separate agreements with Rasier.

[34] The UberApp itself is owned by yet another entity: Uber Technologies Inc. (“Uber Technologies”). Uber Technologies is not a party to this application. There has been no information placed before me identifying the owner or operator of the servers in Northern California which relays messages sent by the Rider App and the Driver App respectively, calculates fares, receives reviews and ratings, etc. There is certainly no evidence that any of the respondents own or operate the servers.

The above description of the “Uber model” is demonstrative of the complex legal and jurisdictional challenges posed by the sharing economy. To date, these challenges have manifested in lawsuits over how to classify the relationship between service providers and technology platforms (independent contractors or employees), how the technology platforms should be regulated, and how consumers and service providers are insured.

### III. LEGAL ISSUES ARISING OUT OF PEER-TO-PEER APPLICATIONS

The emergence of the sharing economy has led to significant litigation, particularly in the United States. By one count, over 50 lawsuits were filed against Uber in Federal Court in 2015 alone - many of these cases concern how to classify the relationship between technology platforms and the service providers that provide services directly to consumers.<sup>7</sup> Uber and Lyft, a similar service, currently face a class action lawsuit brought in California and Massachusetts from drivers claiming they have been misclassified as independent contractors as opposed to employees, and are therefore entitled to be reimbursed for expenses including gas and vehicle maintenance,<sup>8</sup> and in June of 2016 a group representing 5,000 Uber drivers in New York filed a class action lawsuit claiming drivers should receive minimum wage, overtime pay and reimbursement for expenses accrued while driving.<sup>9</sup> For its part, Uber consistently takes the position that it does not provide transportation services and its drivers are “independent contractors”, a position reflected in its terms of use. As described by the court in *City of Toronto v. Uber Canada Inc. et al.*, supra:

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<sup>7</sup> <http://fusion.net/story/315350/uber-class-action-lawsuit-settlement/>

<sup>8</sup> <http://uberlawsuit.com/>

<sup>9</sup> <http://fortune.com/2016/06/02/uber-new-york-taxi-drivers/>

[40] Every user downloading the Rider App in Canada is required to agree to the User Terms as a condition of opening their account and obtaining a license to use the Rider App on his or her smartphone or other device. The Rider App contains the following terms, among others:

...

- “For the avoidance of doubt: Uber itself does not provide transportation services, and Uber is not a transportation carrier....The provision of the transportation services by the Transportation Provider to you is therefore subject to the agreement (to be) entered into between you and the Transportation Provider. **Uber shall never be a party to such agreement**” (emphasis added)

Airbnb also faces a number of ongoing lawsuits, relating to allegations of racial discrimination,<sup>10</sup> allegations<sup>11</sup> Airbnb knowingly profits from violations of San Francisco housing regulations, and a proposed class action alleging that Airbnb violates New York state law by operating without a real estate broker license.<sup>12</sup>

In Canada, there is presently a proposed class action against Uber making its way through Ontario courts, brought on behalf of all taxicab drivers, owners and brokers and limousine drivers, owners and brokers who are licensed to operate in the Province of Ontario, alleging that Uber operates in contravention of the municipal regulations and provincial statute.<sup>13</sup> The cities of Edmonton (*Edmonton (City) v. Uber Canada Inc.*, 2015 ABQB 214) and Toronto (*City of Toronto v. Uber Canada Inc.*, 2015 ONSC 3752) have both brought lawsuits seeking to limit Uber operations within the municipalities.

However, to date there have been few lawsuits that relate to insurance issues arising out of the sharing economy. Given the business models of the technology platforms, limits to traditional insurance coverage, and the unclear allocation of risk and responsibility between consumers, service providers and technology platforms, there is clear potential for legal disputes in the near future.

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10 <http://www.bizjournals.com/washington/blog/top-shelf/2016/05/airbnb-faces-class-action-lawsuit-led-by-virginia.html>

11 <http://archives.sfexaminer.com/sanfrancisco/lawsuit-alleges-tenderloin-single-room-occupancy-hotel-rooms-rented-through-airbnb/Content?oid=2893684>

12 [http://www.nflp.com/Law\\_Firm\\_News/2016/February/New\\_Suit\\_Claims\\_Airbnb\\_Breaks\\_NY\\_Real\\_Estate\\_Bro.aspx](http://www.nflp.com/Law_Firm_News/2016/February/New_Suit_Claims_Airbnb_Breaks_NY_Real_Estate_Bro.aspx)

13 <https://www.strosbergco.com/class-actions/uber/>

## A. Challenges to Traditional Insurance Coverage

One area that has resulted in litigation is the extent and scope of insurance coverage available to sharing economy service providers. As noted above, in August of 2016 an action was commenced in Ontario by an Uber driver alleging that Intact denied his claim pursuant to the uninsured and underinsured provisions of his insurance policy on the basis that he was using his vehicle to carry paying passengers, which was considered to be an excluded use under his policy. There are reports of at least one similar instance in Canada where an insurer has denied coverage to an Uber driver for failing to disclose he would be using his vehicle for commercial purposes, resulting in litigation.<sup>14</sup>

Most standard automobile owner policies contain a general exclusion clause that applies when “the automobile is used as a taxicab, bus, a sightseeing conveyance or to carry paying passengers,”<sup>15</sup> activities that would seemingly include the use of a personal automobile by a service provider for a ride-sharing platform.

For example, until July of 2016 (when a specific insurance policy was approved for ride-sharing drivers), it was the position of the Alberta Superintendent of Insurance that Alberta Uber drivers were not covered under their private vehicle insurance policies:

All vehicles are required, by law, to be insured under Alberta’s Standard Automobile Form (Automobile Policy). The Automobile Policy is not designed to provide insurance coverage when the vehicle is used as a taxi, “for hire”, or for compensation to transport passengers. The Automobile Policy excludes coverage if the insured vehicle is used to carry passengers for financial compensation.

...

Ride sharing companies, such as Uber and others, may claim to have supplemental insurance, over and above the private vehicle insurance of their drivers, to cover liability and property damage in the event of a loss.

The Superintendent of Insurance is of the view that Uber’s supplemental insurance does not currently meet the requirements of, nor is compliant with, Alberta’s Insurance Act and Regulations. Should any other ride sharing service operate in Alberta, the Superintendent of Insurance will review it for compliance with Alberta law.

<sup>14</sup> <http://globalnews.ca/news/2172234/uberx-driver-says-he-will-take-legal-action-after-major-crash-in-toronto/>

<sup>15</sup> <http://www.lawtimesnews.com/201505114667/focus-on/focus-is-uber-s-insurance-policy-adequate>



There have been a number of lawsuits in both Canada and the United States in which drivers or passengers have sued Uber in circumstances where it is alleged that the driver's insurance policy denied coverage. In *Herrera et al v. Uber Technologies Inc. et al*, Case No. CGC 13-536211, Superior Court of California, County of San Francisco in December of 2013, the plaintiffs, who were passengers in a car driven by an Uber driver, alleged that they tried to file a claim with the driver's personal motor vehicle insurance but their claim was denied on the basis that the driver's "personal motor vehicle policy specifically excluded instances of driving for profit."<sup>16</sup>

With respect to accommodation-sharing platforms, a December 2014 New York Times article titled "*The Insurance Market Mystifies an Airbnb Host*"<sup>17</sup>, the American newspaper described the problem:

For a quarter-century, Ms. Pfeffer had been a loyal State Farm customer, but when she talked to an agent about her rental activity, it quickly became clear that it could not offer her any kind of liability rider and no longer wanted her as a customer. The agent made some noises about installing fire escapes from every bedroom and buying a commercial policy that might have cost more than her annual rental income, but that was out of the question.

State Farm confirms that this is standard operating procedure for Airbnb hosts like Ms. Pfeffer and others like them who come clean about their rental activities. "The property owner changed the way she used her home on a fairly regular basis. Renting rooms in a home brings exposures that an individual and insurer should mitigate," said Rachael Risinger, a company spokeswoman, in an emailed statement. "Homeowners insurance is intended for owner-occupied properties and we do not anticipate regular renting of a home under our current policy."

The agreements in place between service providers and technology platforms typically expressly provide that insurance is primarily the responsibility of the service provider, although this is starting to change (Airbnb now provides \$1 million in primary liability coverage in many countries, including Canada). For example, as of December 29, 2015, the Uber Driver Agreement (which drivers are prompted to agree to by the Uber App) states that drivers are required to have general liability insurance that covers personal injury and property damage to third parties arising their Uber activities, *and* that the driver represents he or she holds or is otherwise covered by liability insurance (in industry-standard coverage amounts), as follows:

<sup>16</sup> <http://www.plainsite.org/dockets/126wy6ss9/superior-court-of-california-county-of-san-francisco/jason-a-herrera-et-al-v-uber-technologies-inc-et-al/>

<sup>17</sup> [http://www.nytimes.com/2014/12/20/your-money/the-insurance-market-mystifies-an-airbnb-host.html?\\_r=0](http://www.nytimes.com/2014/12/20/your-money/the-insurance-market-mystifies-an-airbnb-host.html?_r=0)



## 8. Insurance

8.1. Customer agrees to maintain during the term of this Agreement on all Vehicles operated by Customer and its Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured.

8.2. Customer agrees to maintain during the term of this Agreement commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Territory.

...

8.4. Customer shall add Uber (or any Affiliate which may be designated by Uber from time to time) to Customer's insurance policies required in Sections 8.1 and 8.2 above as an additional insured, and shall, upon Uber's request, provide Uber with a copy of such insurance certificate(s) within seven (7) days of such request.

## Driver Addendum

### 6. Insurance

Driver represents and agrees that he or she holds or is otherwise covered by a valid policy of liability insurance (in industry-standard coverage amounts) with respect to Driver's operation of the Vehicle(s) under this Addendum.

Of some concern, commercial policies that would cover sharing economy activities are not available in all jurisdictions or for all activities. Further, such policies may be cost-prohibitive to service providers who do not engage in sharing activities as a full-time job.

Even where such policies are available, homeowners or drivers may not be aware that they have to disclose commercial use through the sharing economy to their insurance companies. Insurance brokers may not ask the right questions or obtain correct coverage. In the *New York Times* article quoted earlier in the article, the reporter noted that Ms. Pfeffer, who attempted to obtain coverage for her property to be rented on Airbnb, received different answers concerning coverage for short-term rentals from her insurance broker than the reporter obtained from insurance company executives.

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<sup>18</sup> [http://www.nytimes.com/2014/12/20/your-money/the-insurance-market-mystifies-an-airbnb-host.html?\\_r=0](http://www.nytimes.com/2014/12/20/your-money/the-insurance-market-mystifies-an-airbnb-host.html?_r=0)

We anticipate there will be future litigation concerning the duty of insurers and insurance brokers to question insureds about their involvement in the sharing economy and advise them as to the appropriate insurance coverage, if any, available in their jurisdiction.

There is also the potential an insurer may elect to void a policy entirely, even where the loss at issue does not relate to the use of a home or car by a sharing economy service provider. While we are aware of no such cases to date, an insurer could in the future take the position that the failure by an insured to disclose significant rental use or use of a vehicle to transport paying passengers constitutes a misrepresentation or material change in risk, and, accordingly, may seek to void an insurance policy on that basis.

Many of the major sharing-economy platforms now have insurance in place which covers damage or injury to both consumers and service providers, over and above the protection in place with the service provider's primary insurance. In addition, insurers have begun to offer specific policies or endorsements that cover sharing-economy activities. However, as discussed in additional detail below, coverage may not be available in all circumstances and may not be sufficient in the event of a catastrophic loss.

## **B. Jurisdictional issues**

Further complicating matters is the potential for jurisdictional disputes arising out of the use of technology platforms. Many of the platforms involve multinational corporations that operate across jurisdictions. For example, Uber's terms of use for drivers provide that that the terms are "subject to the laws of the Netherlands".<sup>19</sup> As posed by the court in *City of Toronto v Uber Canada Inc. et al*, supra:

[2] Can it be said that each of the company who licensed the software to her in London a year ago, the company that licensed the software used by the driver she summoned, the Canadian company who marketed the software to those drivers in Canada; or the owner of the software running 24:7 on that server in Northern California "accepts" a call or request for service in Toronto as the City of Toronto claims?<sup>20</sup>

Other platforms include language that requires disputes to be settled by arbitration – in May of 2016 Airbnb reportedly altered its Terms of Service in a manner which highlighted its arbitration clause, prohibited class-action lawsuits and banned joinder of actions.<sup>21</sup>

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<sup>19</sup> *City of Toronto v. Uber Canada Inc. et al.*, 2015 ONSC 3572 at para. 40

<sup>20</sup> The court ultimately answered "no" to this question.

<sup>21</sup> <http://www.sfgate.com/business/article/Airbnb-clarifies-rules-No-class-action-lawsuits-7875734.php>

A similar arbitration clause mandated by Uber was found to be unenforceable by a U.S. District Judge in June of 2015.<sup>22</sup>

The complexity of some of the technology platform business models and the selection of jurisdiction and arbitration clauses have and will continue to result in “litigation-before-the-litigation” – lawsuits over whether or not a lawsuit can be brought at all and, if so, where.

### **C. Licensing and regulatory issues**

A significant force driving change in the sharing economy is legislation enacted by governments to regulate technology platforms, which in many cases include requirements relating to insurance coverage.

Many cities in Canada and the United States have “taxi medallion” systems, in which the city issues a fixed number of taxi licenses and places licensing requirements on drivers (including background checks and insurance verification). For example, to operate a taxi in Vancouver a taxi driver must possess:

- A vehicles for hire licence from the City of Vancouver for a taxicab
- A passenger transportation licence (BC Passenger Transportation Branch)
- A chauffeur’s permit from Vancouver Police
- A Class 4 driver’s licence from ICBC
- A police background check from Vancouver Police
- A TaxiHost Pro certificate from the Justice Institute Taxihost Training program.<sup>23</sup>

Similar restrictions often exist for “short term rentals.” In Vancouver, locations being rented for less than 30 days are only permitted in hotels or a bed and breakfast, which requires the service provider to hold either a valid hotel license and collect a 3% hotel tax or a bed and breakfast license, with the requirement that the owner be present while the guest is there.<sup>24</sup> Vancouver city staff will present a report to council in September with suggestions on how to regulate Airbnb.<sup>25</sup>

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22 <http://vancouver.ca/doing-business/taxicabs.aspx>

23 <https://betterdwelling.com/city/vancouver/vancouver-3x-many-illegal-airbnb-rentals-apartment-vacancies/>

24 <http://www.metronews.ca/news/vancouver/2016/08/31/condo-and-renters-owners-upset-by-prolific-airbnb-hosts.html>

25 <http://www.metronews.ca/news/vancouver/2016/08/31/condo-and-renters-owners-upset-by-prolific-airbnb-hosts.html>

In Canada, municipalities initially attempted to regulate or limit the operation of technology platforms by seeking to enforce existing regulations. The City of Edmonton first sought a statutory interlocutory injunction enjoining Uber Canada from conducting business in the City of Edmonton without a valid business licence or Taxi Broker Licence under city bylaws (*Edmonton (City) v Uber Canada Inc*, 2015 ABQB 214). The injunction failed, in part on the basis that the City of Edmonton did not name the international corporations that actually owned and licensed the software applications used to facilitate Uber rides or the corporations that were party to the licensing agreements with riders or drivers. The City of Edmonton also attempted on at least one occasion to directly charge an Uber driver with bylaw offences: *R v. Sandhu*, 2015 ABQB 827 – the accused was acquitted by a traffic commissioner, however the Crown successfully appealed the acquittal and a new trial was ordered. A similar lawsuit was brought by the City of Toronto (*City of Toronto v Uber Canada Inc. et al.* 2015 ONSC 3752) seeking an injunction requiring Uber to apply for a license to operate as a taxicab broker. This injunction also failed.

Cities have had more success regulating technology platforms with specific regulations targeting their business activities. For example, San Francisco, the birthplace of Airbnb, passed regulations in October of 2014 (which took effect in February of 2015) requiring residents who rent out their properties for less than 30 days to register with the city, get a business license and a permit, not have building code violations and obtain \$500,000 liability insurance coverage.<sup>26</sup>

In Canada, Quebec's Tourism Minister tabled a bill subjecting Airbnb hosts to the "same obligations" as hoteliers and their guests.<sup>27</sup> The law, which came into effect April 15, 2016, requires owners who frequently rent out their properties to obtain the same provincial certification as hotel and bed-and-breakfast operators, and charge travellers lodging taxes of up to 3.5 per cent.<sup>28</sup>

After losing its injunction application, the City of Edmonton proceeded in a similar manner, voting to permit ride-sharing to operate in the city but imposed requirements on drivers, including set a minimum price for rides, requiring all drivers have commercial license, and requiring them to provide proof of insurance that has been approved by the Superintendent of Insurance as complying with provincial law.<sup>29</sup>

At the time the regulation was passed, Alberta did not have in place a policy of insurance approved by the Superintendent of Insurance which would comply with the regulation, and accordingly, Uber ceased operating in the province from February until July of 2016, when an appropriate approved insurance product was made available to cover ride-sharing drivers and their passengers.<sup>30</sup>

26 <http://www.bizjournals.com/sanfrancisco/blog/2014/11/airbnb-david-chiu-ballot-measure-san-francisco.html>

27 <http://montrealgazette.com/news/quebec/quebec-to-crack-down-on-airbnb-style-home-sharing-services>

28 <https://www.thestar.com/business/2016/05/26/airbnb-ponders-new-quebec-law-to-be-regulated-is-to-be-accepted.html>

29 [http://www.edmonton.ca/bylaws\\_licences/licences\\_permits/vehicle-for-hire-bylaw.aspx](http://www.edmonton.ca/bylaws_licences/licences_permits/vehicle-for-hire-bylaw.aspx)

30 <http://www.finance.alberta.ca/publications/insurance/bulletins-notices/2016/Superintendent-of-Insurance-2016-04-Bulletin.pdf>

Alberta has been at the forefront of ride-sharing regulation in Canada – in 2015, the Superintendent of Insurance published a Notice advising Albertans “that they are at risk of not having access to insurance protection and accident benefits under Alberta law if participating in Uber ride sharing services.”<sup>31</sup> Alberta is the first Canadian province to develop an insurance policy designed specifically for drivers who use ride-sharing platforms to protect drivers and passengers in the event of an accident.<sup>32</sup> A copy of the Alberta Application for Automobile Insurance – Transportation Network Companies and the Superintendent of Insurance Bulletin announcing the product is appended to this paper.

Similarly, in May of 2015, Toronto passed rules governing ride-sharing, creating a new class of licenses for “private transportation companies”. Council voted that Uber and other ride-hailing companies must have insurance of at least \$2 million on all drivers for bodily injury, death and damage to people or property.<sup>33</sup> Ottawa passed a bylaw in April of 2016 legalizing Uber (to come into effect in October of 2016) imposing similar requirements on ride-sharing drivers, including \$2 million in insurance coverage.<sup>34</sup> In British Columbia, where ride-sharing platforms currently do not operate, the provincial government will be publishing a discussion paper in September of 2016 and may unveil legislation in 2017.<sup>35</sup> According to Uber, metro Vancouver is the largest North American city without ride sharing, and Uber has been quite public in lobbying the provincial government to permit the service to operate in B.C.<sup>36</sup>

As a result of regulations enacted by local and territorial governments, as well as insurance or guarantees offered by the technology platforms themselves, there should be a reduction of instances of uninsured loss in jurisdictions that regulate the industry. However, not all jurisdictions in which the sharing economy operates have such regulations – for example, Uber operated in Ottawa since October of 2014,<sup>37</sup> despite the absence of regulations and, until recently, the absence of insurance policies for drivers that specifically covered ride-sharing activities.

Moreover, technology platforms are not always in favour of the requirements imposed by regulators. In May of 2016, Uber and Lyft suspended operations in Austin, Texas, after voters upheld regulations requiring fingerprint-based background checks of drivers, a requirement that cars be marked with the companies’ logos, and rules on where drivers can pick up and drop off passengers.<sup>38</sup> In June, July and September of 2016, Airbnb sued the cities of San Francisco,<sup>39</sup> Anaheim and Santa Monica seeking to overturn local regulations on short-term rentals on the basis that these regulations violated the U.S. Constitution.<sup>40</sup>

31 <http://www.finance.alberta.ca/publications/insurance/Superintendent-of-Insurance-Bulletin-02-2015.pdf>

32 <http://www.metronews.ca/news/canada/2016/06/28/alberta-develops-insurance-policy-for-riding-hailing-companies-such-as-uber.html>

33 <http://www.cbc.ca/news/canada/toronto/new-uber-rules-1.3566298>

34 <http://ottawacitizen.com/news/local-news/live-council-votes-on-bylaw-changes-that-would-make-uber-legal>

35 <http://vancouversun.com/news/politics/b-c-to-reveal-uber-rules-early-next-year-says-minister>

36 <http://www.theglobeandmail.com/news/british-columbia/fassbender-says-hes-not-fazed-by-ubers-pushy-approach-in-bc/article29640051/>

37 <http://ottawacitizen.com/news/local-news/live-council-votes-on-bylaw-changes-that-would-make-uber-legal>

38 <http://www.businessinsider.com/what-happened-to-austin-texas-when-uber-and-lyft-left-town-2016-6>

39 <https://www.airbnbaction.com/an-update-for-our-community-in-san-francisco/> see also: <https://1zxiw0vqx0oryvpz3ikczauf-wpengine.netdna-ssl.com/wp-content/uploads/2016/06/BackgroundFederalLawAirbnbandtheInternet.pdf>

40 <http://www.latimes.com/business/la-fi-airbnb-lawsuit-santa-monica-20160903-snap-story.html>

While regulation will, in the long run, likely address many of the insurance concerns identified in this paper, the rapid pace at which the sharing economy develops coupled with the slow pace at which government can move means more litigation on this front is likely.

#### **D. Assigning Legal Responsibility**

A final area with the potential for significant litigation concerns the legal responsibility of technology platforms for the actions of service providers. Most of the technology platforms contain some mechanism for screening service providers – Uber Canada requires users to submit to a background check,<sup>41</sup> while other technology platforms, such as TaskRabbit, expressly tout that their service providers “undergo an extensive background check and in-person onboarding”<sup>42</sup> before being permitted to transact with consumers.

The facilitation of transactions has the potential to open up technology platforms to liability in instances where a service provider commits tortious or criminal acts against a consumer. In 2015, a woman sued Uber in the United States after accusing one of its drivers of raping her in India<sup>43</sup> (the case was subsequently withdrawn in September, 2015 - indications are the case may have settled<sup>44</sup>) and there are websites dedicated to cataloguing deaths, assaults, sexual assaults and kidnappings involving ride-sharing drivers.<sup>45</sup>

There are also at least four reports of the CouchSurfing platform (which enables consumers to stay for free at a host’s residence) being used to facilitate crimes<sup>46</sup>. These reports include an Italian police officer allegedly sexually assaulting over 12 women who used the platform to stay at his residence<sup>47</sup> and the 2012 disappearance of American backpacker Dahlia Yehia while travelling in Nepal, which resulted in the murder conviction of the CouchSurfing host, Narayan Paudel, by a Nepalese court.<sup>48</sup> As described in a lengthy Foreign Policy Magazine article on Ms. Yehia’s disappearance:

Like most businesses in today’s sharing economy, Couchsurfing takes an enter-at-your-own-risk approach. It offers a verification process — for \$20 per year — that confirms a user’s valid phone number or address, indicated by a green check mark on the person’s profile. Yet it also warns members in a disclaimer that it “has no responsibility or liability with respect to ... any relations whatsoever between you and any other member.” Couchsurfing encourages users to report “anyone through our services who you feel is acting or has acted inappropriately.” It emphasizes, however, “[W]e are not obligated to take any action.”<sup>49</sup>

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41 <http://www.driveuber.ca/background-check/>

42 <https://www.taskrabbit.com/how-it-works>

43 Doe vs. Uber Technologies Inc, 15-424, U.S. District Court, Northern District of California

44 <http://www.reuters.com/article/us-uber-tech-rape-settlement-idUSKCN0R14GV20150901>

45 <http://www.whosdrivingyou.org/rideshare-incidents>

46 <https://en.wikipedia.org/wiki/CouchSurfing>

47 <http://www.scmp.com/news/hong-kong/article/1705365/travel-sites-can-be-path-danger>

48 <http://foreignpolicy.com/2016/07/05/the-disappearance-of-dahlia-yehia-nepal-sharing-economy-couchsurfing-earthquake-disappearance/>

49 <http://foreignpolicy.com/2016/07/05/the-disappearance-of-dahlia-yehia-nepal-sharing-economy-couchsurfing-earthquake-disappearance/>



The potential liability of technology platforms goes beyond failing to screen service providers – as described in the same Foreign Policy Magazine article, there is at least one reported instance of a technology platform failing to contact law enforcement when advised of a potential crime:

In some instances, companies have gone so far as to delay help from reaching people in distress. Last year, Jacob Lopez, a 19-year-old American tourist, rented a room in Madrid from an Airbnb host who allegedly held him captive and assaulted him. Lopez managed to text his mother in Massachusetts, and she called Airbnb, which wouldn't release the host's address or contact law enforcement. Lopez eventually escaped, after which an Airbnb representative acknowledged to Boston.com that "one incident is too many, and while no industry has a 100 percent safety record, that's what we strive for." The company has said it will ensure that its phone operators call police when they suspect a crime is in progress.<sup>50</sup>

Despite the above, there is a paucity of reported lawsuits or decisions relating to the liability of technology platforms for the actions of their service providers. Presumably, technology platforms that take a more active role in vetting service providers, either by choice (TaskRabbit) or as a result of regulation (as with many of the ride-sharing platforms) could face heightened legal scrutiny in the event of tortious or criminal conduct by a service provider.

#### **IV. INDUSTRY RESPONSE**

The growth of the sharing economy has led to the emergence of insurance products specifically geared to consumers and service providers. Some of these policies are put in place directly by the technology platform and form part of its agreement with consumers and service providers, while other policies are stand-alone policies offered by insurers. However, in both instances there is the potential for coverage disputes, gaps in coverage, and inadequate coverage for catastrophic loss.

##### **A. Platform-based coverage**

Many of the larger technology platforms, such as Uber and Airbnb, now include a form of insurance coverage or guarantee as part of the platform.

For many years Airbnb has offered Canadians a "host guarantee", which purports to reimburse hosts for up to \$1,000,000 for damage to their property. However, this guarantee excludes certain types of property, including cash and securities, and is administered directly by Airbnb, which expressly notes:

These Airbnb Host Guarantee Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you. Furthermore, these Airbnb Host Guarantee Terms are not an insurance service agreement as defined in a standard ISO renter's or homeowner's insurance policy.<sup>52</sup>

50 <http://foreignpolicy.com/2016/07/05/the-disappearance-of-dahlia-yehia-nepal-sharing-economy-couchsurfing-earthquake-disappearance/>

51 <https://www.airbnb.ca/guarantee>

52 [https://www.airbnb.ca/terms/host\\_guarantee](https://www.airbnb.ca/terms/host_guarantee)



This guarantee has been criticized by the insurance industry as being insufficient, as:

- The homeowner must first attempt to resolve the property damage issue with the guest.
- The damage must have occurred during the booking period. Damage prior to or subsequent to the booking period is not covered.
- The host must be in compliance with all requirements of the Airbnb contract.
- The damage must be reported within 14 days.
- Payout may be actual cash value on some items, rather than replacement cost.<sup>53</sup>

In addition, the Airbnb guarantee provides that the host agrees to indemnify Airbnb for any claims arising out of the Airbnb guarantee, that the agreement is to be interpreted law of California, and that any dispute is to be arbitrated in the state of California.<sup>54</sup>

More recently, Airbnb expanded its “Host Protection Insurance” to cover rental properties in Canada. This insurance, provided through Lloyd’s of London, is held by Airbnb as the policyholder. Airbnb hosts and, where applicable, their landlords are the insured parties. The Host Protection Insurance provides coverage for liability claims up to \$1 million USD that occur in a listing, or on an Airbnb property, during a stay. It is provided to hosts free of charge as part of the Airbnb platform, and functions as secondary insurance to a homeowners’ primary policy.<sup>55</sup>

Coverage under this policy has been criticized. As identified in an article published by PropertyCasualty360.com:

- “Coverage is limited to \$1 million per occurrence; \$2 million per location. The policy aggregate is \$10 million for all insured locations in the U.S. Shared limits are not your friend.
- Coverage is in excess of any other available coverage. The host must submit the claim to his Homeowners insurance and the claim must be denied by that company before Airbnb’s insurance will pay. Presumably, the Homeowners insurance may also be cancelled for business use.

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53 <http://www.propertycasualty360.com/2016/01/05/the-scary-insurance-reality-for-airbnb-hosts?page=2&slreturn=1473182850>

54 [https://www.airbnb.ca/terms/host\\_guarantee](https://www.airbnb.ca/terms/host_guarantee)

55 <https://www.airbnb.ca/host-protection-insurance>

- The summary document lists these other “key” exclusions: (1) intentional acts (of the host or any other insured party), (2) loss of earnings, (3) personal and advertising injury, (4) fungi or bacteria, (5) Chinese drywall, (6) communicable diseases (7) acts of terrorism, (8) product liability, (9) pollution, (10) asbestos, or lead or silica, and (11) insured vs. insured (i.e., host sues Airbnb or vice versa).
- The coverage is limited to an actual stay, not a booking. No show — no coverage. Overstay or early arrival? No coverage.”<sup>56</sup>

In particular, the limitation of coverage to the actual time of booking could result in coverage gaps. A renter could light a candle while the booking was active, complete the stay, and forget to extinguish the candle, which subsequently caused a fire. Based on a plain reading of the Airbnb Host Protection Insurance, such a loss would not be covered, and in many cases an insurer may view home-sharing as a commercial activity not covered by a personal policy.

Similarly, Uber maintains a \$5 million insurance policy in respect of all ride-sharing services requested through its platform, which covers “third-party bodily injury and property damage” and is issued through AIG Insurance Company of Canada.<sup>57</sup> In 2015, this policy was criticized by a number of individuals and organizations in the insurance industry as being potentially misleading to drivers, as it did not appear to provide coverage to Uber drivers for injury or damage to their vehicles.<sup>58</sup>

Uber was also criticized with respect to the coverage period offered under its insurance policies, which previously only covered collisions caused by drivers when there was a passenger in the car. In January of 2013, Sophia Liu, a six-year old, was struck and killed by an Uber driver in San Francisco who was logged onto his Uber app but awaiting a ride request.<sup>59</sup> She commenced a wrongful death action naming Uber as a defendant<sup>60</sup> Uber denied legal liability for the accident, in part, on the basis that the driver:

“was not transporting a rider who requested transportation services through the Uber App. He was not en route to pick up a rider who requested transportation services through the Uber App. He was not receiving a request for transportation services through the Uber App.”<sup>61</sup>

The Liu lawsuit was settled, and “as a result of the lawsuit, Uber changed its policies to expand insurance coverage for collisions and crashes caused by Uber drivers even if there is no passenger in the car when the accident occurs as long as the driver is logged into Uber’s app and available to accept a ride.”<sup>62</sup>

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56 <http://www.propertycasualty360.com/2016/01/05/the-scary-insurance-reality-for-airbnb-hosts?slreturn=1473182850&page=3>

57 <http://www.cbc.ca/news/business/uber-canada-insurance-companies-1.3463580>

see also: *City of Toronto v. Uber Canada Inc.*, 2015 ONSC 1617, at para. 4

58 See for example: <http://www.insurancebusiness.ca/news/auto/uber-canadas-unconscionable-insurance-policies-revealed-193933.aspx>; <http://www.cbc.ca/news/business/uber-canada-insurance-companies-1.3463580>; <http://business.financialpost.com/news/transportation/driver-beware-uberx-drivers-may-find-themselves-without-insurance-in-the-event-of-an-accident>

59 <https://techcrunch.com/2014/01/02/should-car-services-provide-insurance-when-ever-their-driver-app-is-open/>

60 A copy of the claim can be found at the following URL: <https://www.documentcloud.org/documents/1009589-uber-liu-update.html#document/p16>

61 <http://archives.sfoxaminer.com/sanfrancisco/uber-files-defense-in-sofia-liu-wrongful-death-lawsuit/Content?oid=2790574>

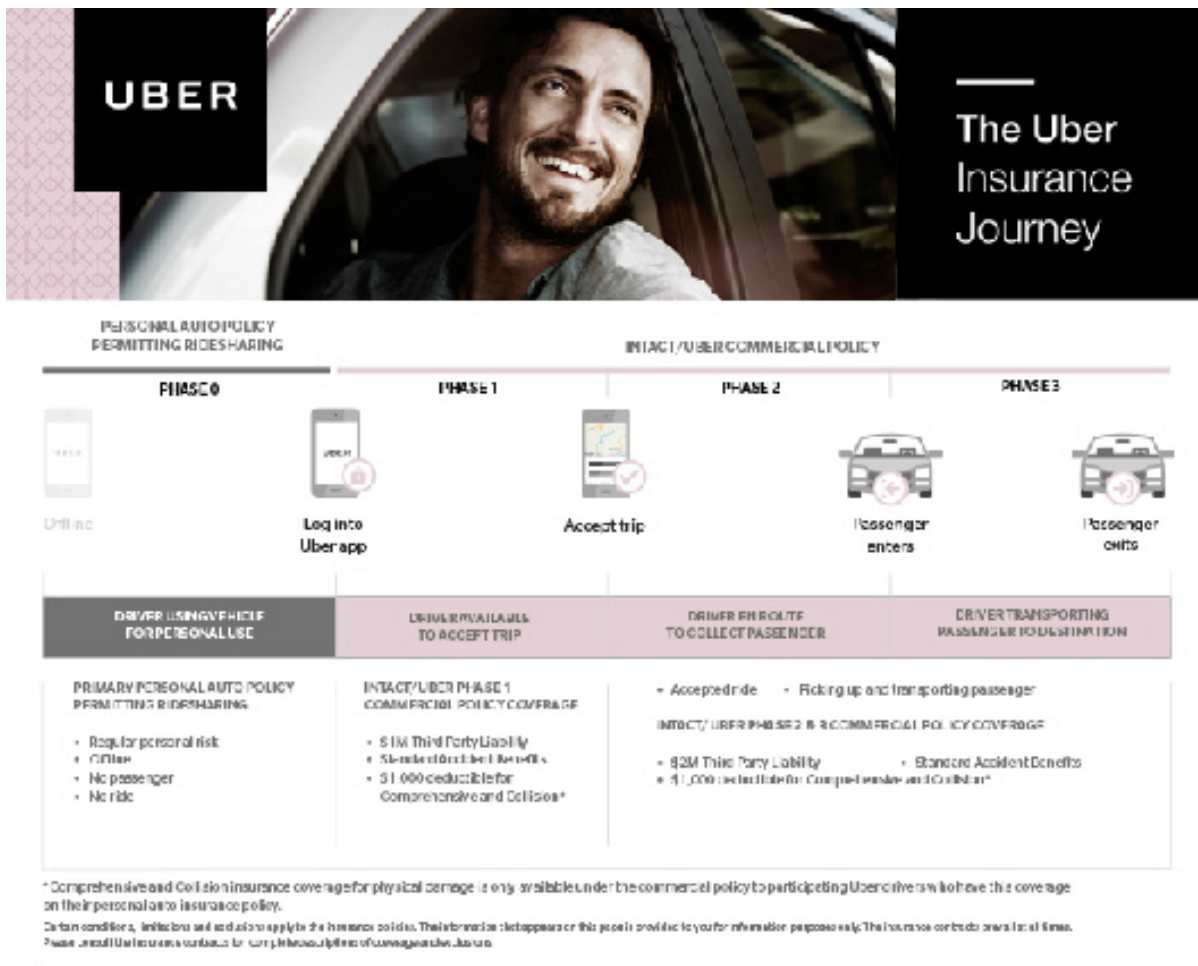
62 <https://dolanlawfirm.com/accidents/uber-lyft-car-accident/uber-wrongful-death-injury-lawsuit>

Policies offered through the technology platforms may not adequately cover all losses. As a result, service providers may wish to obtain additional coverage which is now offered by a number of major Canadian insurers for ride-sharing and home-sharing platforms.

**B. Third-party coverage**

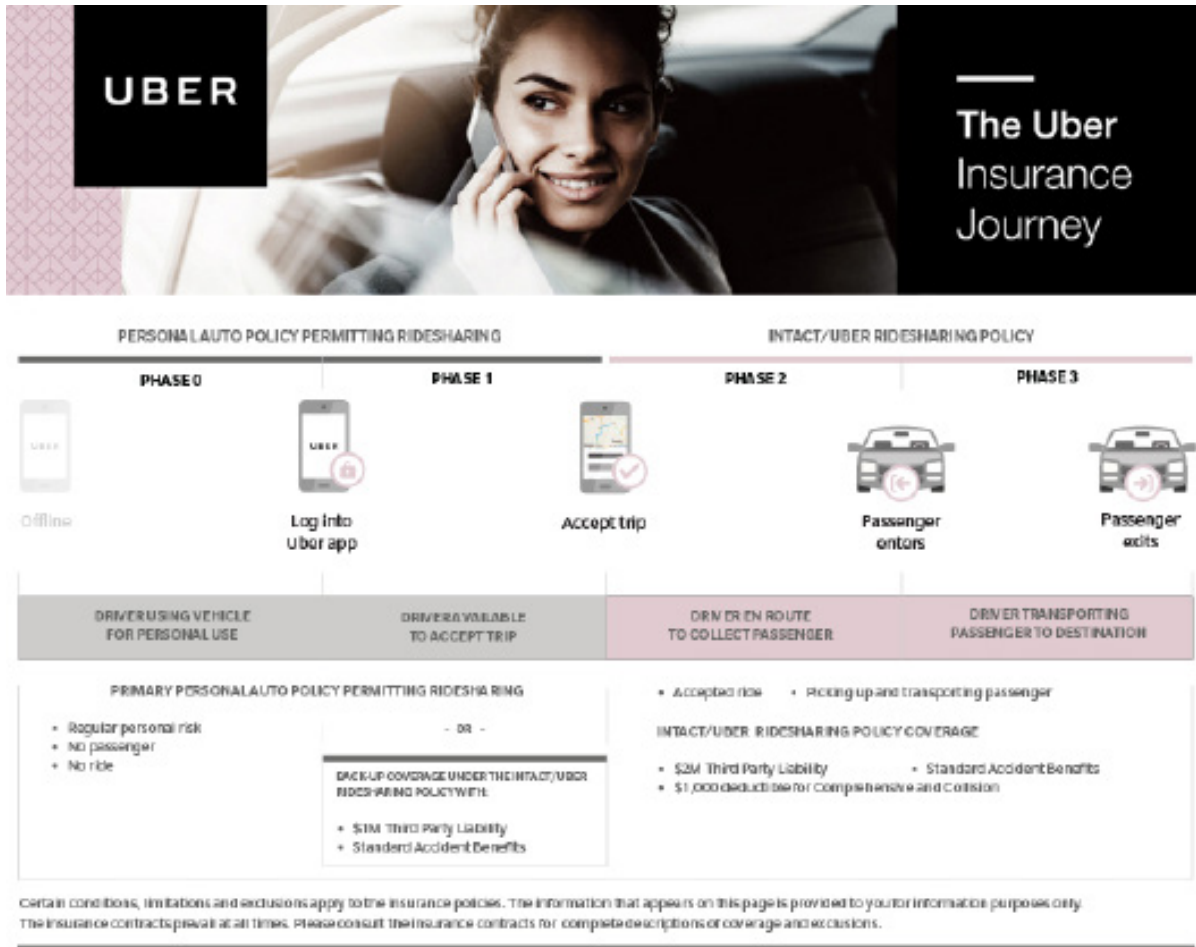
In addition to the coverage available directly through the technology platform, a number of Canadian insurers have begun offering insurance products specifically tailored to the sharing economy, to address the perceived gaps and shortfalls in platform-based coverage and emerging regulations.

In September of 2015, Intact Financial announced it was working with Uber and provincial regulators to develop insurance products for Uber drivers,<sup>63</sup> and Intact currently offers policies in Ontario, Quebec and Alberta. The following slide, available on the Intact website at <https://www.intact.ca/uber-ride-sharing> explains how Intact’s Uber-specific policy is structured for Ontario:



63 <http://www.theglobeandmail.com/report-on-business/insurer-intact-working-with-uber-on-new-ride-sharing-products/article26247181/>

Of note, it appears the specifics of the policy are governed by the regulations put into place by individual cities and provinces. Intact's policy appears to be slightly different for users in Alberta, where municipal regulations differ slightly with respect to the requirement for insurance during "Phase 1", when a driver is available to accept a trip but is not yet on route to collect passengers. The slide explaining the Alberta policy is as follows: <sup>64</sup>



Similar products are offered through Aviva, which as of February 2016 has made available a Transportation Network endorsement (NPCF 6TN - Permission to Carry Paying Passengers for a Transportation Network)<sup>65</sup>. This endorsement covers drivers while carrying paying passengers when under contract for a transportation network company, and is an endorsement that can be added to existing insurance policies.<sup>66</sup>

64 <https://www.intact.ca/uber-ride-sharing>  
 65 [https://www.avivacanada.com/webfm\\_send/3187](https://www.avivacanada.com/webfm_send/3187)  
 66 <https://www.avivacanada.com/ride-sharing>

With respect to home insurance, at least one Canadian insurer offers a specialized insurance product to cover damage caused by Airbnb guests.<sup>67</sup> The provider, Square One Insurance, specifically notes that this coverage does not cover guests or their belongings.

There appears to be a potential gap in coverage for short-term rentals in Canada – a catastrophic injury at an Airbnb rental could exceed Airbnb’s \$1 million insurance coverage, and a host could face cancellation of their policy by home insurance provider on the basis of failure to disclose a material risk/commercial use. While supplemental insurance is available, it appears only to cover property damage. As new technology platforms are developed and adopted, new insurance coverage gaps may emerge, along with new insurance products designed to address these gaps. There is the potential for significant litigation concerning the availability and scope of coverage, the applicability of exclusion clauses, as well as the general duty of insurance brokers to advise both consumers and service providers of potential risks and available policies.

## **V. FUTURE CHALLENGES POSED BY THE SHARING ECONOMY: PEER-TO-PEER INSURANCE?**

Finally, a number of companies appear poised to significantly disrupt the insurance market by providing “peer-to-peer” insurance or “insurance-like” products. The idea behind peer-to-peer “insurance companies” is to form communities of users who pool funds for the purpose of insuring goods or services, with excess funds being refunded if no claim is made.<sup>68</sup> In some business models, some of the pooled funds are paid to a traditional insurer, and for claims above the pool limit the traditional insurer is called upon.<sup>69</sup>

In the United States, an American start-up company has published its intention to offer a form of “peer-to-peer” insurance and is accepting registration for “early access”. Called “Lemonade”, the company claims to have Berkshire Hathaway’s National Indemnity, Lloyd’s of London, National Indemnity, Everest, Hiscox, Munich, Transatlantic, and XL Catlin as reinsurers, and over \$100 billion in surplus capital to pay out to policy holders.<sup>70</sup> Lemonade is notable in that it has hired a number of senior executives and underwriters from multinational insurance companies AIG and ACE, and is well-funded by venture capital firms.

In Canada, a similar “peer-to-peer” start-up, called “Besure”, purports to allow its users to form small pools in order to purchase various kinds of insurance, and also benefit from a refund if there are few or no claims.<sup>71</sup> On a review of the Besure site, the only pool that appears presently available is a pool for friends and relatives of two cousins, which permits members to obtain coverage for loss and theft of their phones for up to \$200.<sup>72</sup>

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67 <https://www.squareoneinsurance.ca/airbnb-home-insurance>

68 [http://www.lavery.ca/DATA/PUBLICATION/1954\\_en~v~peer-to-peer-insurance-a-grassroots-revolution-.pdf](http://www.lavery.ca/DATA/PUBLICATION/1954_en~v~peer-to-peer-insurance-a-grassroots-revolution-.pdf)

69 [https://en.wikipedia.org/wiki/Peer-to-peer\\_insurance](https://en.wikipedia.org/wiki/Peer-to-peer_insurance)

70 <https://techcrunch.com/2016/02/24/still-stealthy-new-insurance-company-lemonade-continues-to-impress-with-new-hire-dan-ariely/>

71 <https://www.besure.com/>

72 <https://www.besure.com/Pool/DiscoverNew>



Such peer-to-peer insurance has the potential to disrupt the existing insurance industry, and may also run afoul of existing regulations. In Quebec, the Autorité des marchés financiers (“AMF”) has warned Quebecers to be careful when making use of peer-to-peer risk sharing platforms:

Some platforms, which are gradually available in Québec via the Internet or phone apps, allow participants to share certain risks related in particular to health, travel, events, cars, homes and job loss. Based on information currently available, the AMF is of the opinion that products or services offered in this way are similar to insurance products. The AMF has yet to decide on the compliance of these products or services and the companies offering them. In the interim, it is asking consumers to be careful.

In fact, consumers could be exposed to losses, for example if pool participants unreasonably refuse to pay a claim or if the pool has insufficient funds. In addition, in the event of insolvency, losses would not be covered under current compensation regimes, since they only protect consumers who have taken out insurance from an insurer licensed with the AMF.<sup>73</sup>

“Peer-to-peer” insurance has already gained some traction in Europe, where German company German Alecto GmbH, Berlin has been offering peer-to-peer insurance under the brand name “Friendsurance” since 2010.<sup>74</sup> Similar products are offered or planned in the U.K., China, New Zealand, South Africa, France, and the Czech Republic.<sup>75</sup>

The long-term viability of this business model has yet to be determined; however the disruptive potential of the sharing economy should not be underestimated. In Los Angeles, ride-sharing platforms Uber and Lyft resulted in a 30% decrease in taxi trips in three years,<sup>76</sup> and earlier this year San Francisco’s largest taxi company filed for bankruptcy protection, citing in its filing competition from app-based ride-sharing services as a factor in its bankruptcy.<sup>77</sup> If peer-to-peer insurance has even a fraction of the impact on the insurance industry as ride-sharing has had on the taxi industry, the sharing economy will bring about tremendous changes in the market.

## VI. CONCLUSION

A recent Pew Research Centre report<sup>78</sup> found that 15 per cent of adult Americans had used a ride-hailing app while 11 per cent had used online home-sharing services. While the sharing economy comprises a significant and growing market, many of the activities fall outside of traditional insurance coverage, as they involve short-term or part-time use of personal vehicles and properties for a commercial purpose.

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73 [https://www.lautorite.qc.ca/en/press-releases-2016-corporate.html\\_2016\\_amf-urges-caution-about-peer-to-peer-risk-sharing-platforms19-04-2016-00-0.html](https://www.lautorite.qc.ca/en/press-releases-2016-corporate.html_2016_amf-urges-caution-about-peer-to-peer-risk-sharing-platforms19-04-2016-00-0.html)

74 [https://en.wikipedia.org/wiki/Peer-to-peer\\_insurance](https://en.wikipedia.org/wiki/Peer-to-peer_insurance)

75 [https://en.wikipedia.org/wiki/Peer-to-peer\\_insurance](https://en.wikipedia.org/wiki/Peer-to-peer_insurance)

76 <http://fortune.com/2016/04/17/uber-and-lyft-la-taxi-industry/>

77 <http://www.wsj.com/articles/san-franciscos-biggest-taxi-operator-seeks-bankruptcy-protection-1453677177>

78 <http://www.pewinternet.org/2016/05/19/the-new-digital-economy/>

In addition to coverage issues, the multinational nature of many of the technology platforms raises jurisdictional issues which can complicate legal claims. Local and regional governments have, in many instances, attempted to regulate the sharing economy, although questions remain as to who bears legal responsibility for the actions of service providers.

In response to regulation, many of the larger technology platforms now offer insurance to both consumers and service providers, although significant coverage gaps may remain. While new insurance products are being offered, the quick pace at which the sharing economy has developed leaves open the potential that tomorrow's next "big app" may involve activities that fall outside of existing insurance coverage. Finally, the emergence of "peer-to-peer" insurers could challenge established insurers and upend the insurance market.

It is not clear how the sharing economy will develop. Eight years ago Uber did not exist. Today it is worth more than General Motors.<sup>79</sup> One thing that is clear: as the sharing economy continues to grow and expand there will be litigation over insurance issues, as well as new opportunities and risks for insurance companies, brokers and lawyers.

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<sup>79</sup> <http://moneynation.com/uber-now-worth-more-than-general-motors-at-51-billion/>