#  PENNSYLVANIA

 **PUBLIC UTILITY COMMISSION**

 **Harrisburg, PA 17105-3265**

Commissioners Present:

 Robert F. Powelson, Chairman, Dissenting

 John F. Coleman, Jr., Vice Chairman

 James H. Cawley

 Pamela A. Witmer, Dissenting

 Gladys M. Brown

Application of Lyft, Inc., a corporation of the State of A-2014-2415045

Delaware, for the right to begin to transport, by motor

Vehicle, persons in the experimental service of

Transportation Network Company for passenger trips

between points in Allegheny County

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by the Insurance Federation of Pennsylvania, Inc. (Insurance Federation) on July 16, 2014, to the Initial Decision Dismissing the Protests of the Insurance Federation and the Pennsylvania Association for Justice (I.D.) of Administrative Law Judges (ALJs) Mary D. Long and Jeffrey A. Watson, issued on June 27, 2014. Lyft, Inc. (Applicant or Lyft) filed Replies to Exceptions on July 28, 2014. For the reasons set forth below, we shall grant the Insurance Federation’s Exceptions and modify the Initial Decision.

**Procedural History**

On April 3, 2014, Lyft filed an application for motor common carrier of persons in experimental service between points in Allegheny County, Pennsylvania (Application).[[1]](#footnote-1) In its Application, Lyft indicated the following:

This Application of Lyft, Inc. (“Lyft”) for an experimental service proposes to operate a peer-to-peer ride-sharing network using digital software to facilitate transactions between passengers and ridesharing operators using their own vehicles to provide transportation (known as a transportation network service) between points within Allegheny County, Pennsylvania, for the purpose of enhancing access to transportation alternatives, supplementing existing public transportation, reducing single occupancy vehicle trips, vehicle ownership and usage, and assisting the state in achieving reductions in greenhouse gas emissions.

Application, Attachment A at 1.

Notice of the Application was published in the Pennsylvania Bulletin on April 19, 2014 at 44 *Pa. B*. 2493. The notice provided that the deadline for filing protests to the Application was May 5, 2014.

On May 5, 2014, the Insurance Federation and the Pennsylvania Association for Justice (PAJ) filed Protests to the Application.[[2]](#footnote-2)

In its Protest, the Insurance Federation indicated that it is a non-profit trade association which represents “over 200 insurance companies doing business in the Commonwealth . . . . Among its members are the overwhelming majority of insurers providing private passenger auto insurance in this Commonwealth . . . .” According to the Insurance Federation, its members include auto insurers who provide the personal liability insurance coverage that the Applicant proposes to require for individuals offering transportation as a driver on its transportation network service platform. Insurance Federation Protest at 1. The Insurance Federation avers that the insurance proposal described by the Applicant fails to satisfy Section 32.11(a) and (b) of the Commission’s Regulations, 52 Pa. Code § 32.11(a) and (b), pertaining to insurance requirements, and “creates gaps, uncertainties and delays in that required coverage, setting up obstacles and uncertainties for consumers seeking resolution of liability claims and creating significant liability exposure and cost for our auto-writing members who insure the drivers as provided in the Application.” Insurance Federation Protest at 2, 6.

In its Protest, the PAJ indicated that it is a non-profit organization whose members consist of approximately 2,200 men and women of the trial bar of the Commonwealth of Pennsylvania. The PAJ stated that its interest in the Application “rests with ensuring that the members of PAJ are able to provide proper service to their clients and obtain for those clients the fullest protection under the law.” PAJ Protest at 2. The PAJ contended that the insurance coverage proposed by the Applicant does not meet the requirements in Section 32.11(a) and (b) of the Commission’s Regulations, 52 Pa. Code

§ 32.11(a) and (b), and leaves a “gap” in insurance coverage that may pose a hazard to drivers, passengers, and pedestrians “in the position where they are led to believe that they are covered by insurance when, in fact, they are not.” *Id*. at 6. The PAJ also averred that the Applicant has been operating without authority from the Commission and has, therefore, failed to demonstrate a propensity to obey the law, as required by the Commission’s Regulations. *Id*. at 4.

On May 27, 2014, the Applicant filed Preliminary Objections to both Protests on the basis that the Protestants failed to set forth specific facts establishing their standing. The Applicant contended that neither the Insurance Federation nor the PAJ were certificated carriers who would be directly impacted by the grant of authority to the Applicant. The Applicant also contended that the injuries claimed by the Insurance Federation and the PAJ were speculative and amounted to no more than a general interest in compliance with the law, which was insufficient to convey standing to participate in the litigation.

On June 6, 2014, both the Insurance Federation and the PAJ filed Answers to the Preliminary Objections.

In the Initial Decision, issued on June 27, 2014, ALJs Long and Watson recommended, *inter alia*, that the Applicant’s Preliminary Objections be sustained and that the Protests of the Insurance Federation and the PAJ be dismissed. I.D. at 5, 7, 8. Exceptions and Replies to Exceptions were filed as above noted.

**Discussion**

The ALJs reached four Conclusions of Law. I.D. at 7. We shall adopt and incorporate herein by reference the ALJs’ Conclusions of Law, unless they are reversed or modified by this Opinion and Order, either expressly or by necessary implication.

We note that any issue or Exception that we do not specifically delineate has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally*, *University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

**Legal Standards**

Section 5.101 of the Commission’s Regulations, 52 Pa. Code § 5.101, sets forth the grounds for filing preliminary objections. In pertinent part, that section provides as follows:

**§ 5.101. Preliminary objections.**

(a) *Grounds.* Preliminary objections are available to parties and may be filed in response to a pleading except motions and prior preliminary objections. Preliminary objections must be accompanied by a notice to plead, must state specifically the legal and factual grounds relied upon and be limited to the following:

  (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.

    (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.

    (3) Insufficient specificity of a pleading.

    (4) Legal insufficiency of a pleading.

    (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.

 (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.

 (7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a).

Commission procedure regarding the disposition of preliminary objections is similar to the procedure utilized in Pennsylvania civil practice. A preliminary objection in civil practice seeking dismissal of a pleading will be granted only where relief is clearly warranted and free from doubt. *Interstate Traveller Services, Inc. v. Pa. Dep’t of Environmental Resources*, 486 Pa. 536, 406 A.2d 1020 (1979). The moving party may not rely on its own factual assertions, but must accept for the purposes of disposition of the preliminary objection all well-pleaded, material facts of the other party, as well as every inference fairly deducible from those facts. *County of Allegheny v. Commonwealth* *of Pa.*, 507 Pa. 360, 490 A.2d 402 (1985). The preliminary objection may be granted only if the moving party prevails as a matter of law. *Rok v. Flaherty*, 527 A.2d 211 (Pa. Cmwlth. 1987). Any doubt must be resolved in favor of the non-moving party by refusing to sustain the preliminary objections. *Dep’t of Auditor General, et al. v. State Employees’ Retirement System, et al.*, 836 A.2d 1053, 1064 (Pa. Cmwlth. 2003) (citing *Boyd v. Ward*, 802 A.2d 705 (Pa. Cmwlth. 2002)).

In this case, the Applicant sought dismissal of the Protests on the basis that the Insurance Federation and the PAJ failed to set forth specific facts establishing their standing. Standing to participate in proceedings before an administrative agency is primarily within the discretion of the agency. *Pennsylvania National Gas Association v. T.W. Phillips Gas and Oil Co.*, 75 Pa. P.U.C. 598 (1991). Generally, Pennsylvania courts and the Commission have held that a person or entity has standing when the person or entity has a direct, immediate, and substantial interest in the subject matter of a proceeding. *William Penn Parking Garage, Inc. v. City of Pittsburgh*, 464 Pa. 168, 195-197, 346 A.2d 269, 282-284 (1975); *Waddington v. Pa. PUC*, 670 A.2d 199, 202 (Pa. Cmwlth. 1995); *Landlord Service Bureau, Inc. v. Equitable Gas Co.*, 79 Pa. P.U.C. 342 (1993); *Re Equitable Gas Co.*, 76 Pa. P.U.C. 23 (1992).

**ALJs’ Recommendation**

The ALJs noted that Commission precedent provides that a protestant must have some operating rights in actual or potential conflict with the authority sought by the applicant in order to have standing to contest an application. I.D. at 5 (citing *Application of Germantown Cab Co.*, Docket No. A-2012-2295131 (Final Order entered November 9, 2012)). The ALJs acknowledged that there was no dispute that neither the Insurance Federation nor the PAJ hold operating rights; however, the ALJs determined that, because this Application is unique, the broader standard of Pennsylvania jurisprudence should be applied. I.D. at 5.

 The ALJs concluded that the Insurance Federation and the PAJ failed to articulate a specific and immediate injury, other than an abstract interest in ensuring that the service proposed by Lyft had insurance coverage as mandated by the Commission’s Regulations, as neither Protestant identified a specific member who was required to defend or provide coverage to an underinsured individual involved in a personal injury action related to Lyft’s service. The ALJs reasoned that a grant of authority to the Applicant would not impose a legal obligation on the insurance carriers represented by the Insurance Federation to provide specific coverage or to cover costs that may or may not result from approval of the Application. The ALJs found that the potential injuries claimed by the Insurance Federation and the PAJ were speculative and, accordingly, that the Protests must be dismissed. *Id*. at 7. The ALJs stated that the adequacy of the insurance coverage that the Commission would require of the Applicant was of critical importance, and they hoped that expert testimony of the kind described by the Insurance Federation and the PAJ in their Protests would be presented as consideration of the Application progressed. *Id*. at 6.

**Exceptions and Replies**

 In its first Exception, the Insurance Federation objects to Conclusion of Law No. 2, which states that the Insurance Federation has failed to demonstrate that it has “any interest in the subject matter of this proceeding which is direct, immediate, and substantial.” Exc. at 1 (citing I.D. at 7). The Insurance Federation notes that the Initial Decision acknowledged the importance of adequate insurance coverage by the Applicant and the value of the expertise that the Insurance Federation might provide, yet the Initial Decision incorrectly concluded that the Insurance Federation did not articulate a specific and immediate injury, other than an abstract interest in ensuring that the Applicant comply with the Commission’s insurance requirements. Exc. at 1-2. The Insurance Federation believes that the ALJs failed to realize the exposure to the Insurance Federation’s auto-insuring members which were outlined in its Protest. *Id*. at 2.

Specifically, the Insurance Federation is concerned that the Applicant is proposing to fulfill the Commission’s insurance requirements through an excess policy, which applies only if the personal auto policies of the Insurance Federation’s members do not apply, rather than through a primary policy Lyft has obtained. The Insurance Federation is also concerned about the potential of substantial gaps in Lyft’s coverage. The Insurance Federation avers that Lyft’s approach imposes significant administrative costs on the auto-insuring members of the Insurance Federation, as claims investigation and defense costs will be necessary even if no claim is paid. *Id*. Additionally, the Insurance Federation avers that its members will also pay for claims that result from providing coverage while the Applicant’s drivers are on the road and on duty.

The Insurance Federation states that the Applicant is using the personal auto insurance of its drivers, as provided by the Insurance Federation’s members, to satisfy a large portion of the Commission’s insurance requirements. The Insurance Federation asserts that these new obligations of its members are wholly unanticipated and, therefore, not included in any rate setting or underwriting process by its members, partly because the Applicant does not provide for notice to its drivers’ personal auto insurers. The Insurance Federation also expresses concern that the Initial Decision’s dismissal is based, in part, on the current lack of claims and costs imposed on its members. *Id*. at 3. The Insurance Federation believes that this reasoning sets up a “Catch 22” as it means that the Insurance Federation would only have standing after the Application and the issues creating injuries to its members have been decided by the Commission. *Id*. at 4.

In its Replies to Exceptions, Lyft states that the Initial Decision properly determined that the Insurance Federation failed to demonstrate a “direct, immediate, and substantial” interest. R. Exc. at 1. Lyft responds that the Insurance Federation’s primary concern is now moot because Lyft has amended its excess liability policy to offer primary coverage. *Id*. at 1-2. Lyft explains that, in the context of its Application for Emergency Temporary Authority, the Commission required it to maintain primary insurance coverage, regardless of the insurance held by its drivers. *Id*. at 3 (citing *Application of Lyft, Inc., for Emergency Temporary Authority to Operate an Experimental Transportation Network Service Between Points in Allegheny County, PA*, Docket No. A-2014-2432304 (Order entered July 24, 2014) (*ETA Order*)).[[3]](#footnote-3)

Additionally, Lyft avers that the Insurance Federation’s interest in this proceeding falls far below the legal precedent set forth in *Application of Germantown Cab Co*., *supra*, and *Application of Consumers Pennsylvania Water Co*., Docket No.

A-212750F0007, at 9 (Order entered January 11, 2001). R. Exc. at 2. Lyft asserts that the Insurance Federation’s interest is indirect and speculative, because: (1) the Insurance Federation has alleged that its members could be subject to additional administrative costs if the Application is approved with an excess liability policy in place and an individual covered by a personal insurance policy held by one of its members was involved in a future accident with a user of Lyft’s services, and (2) the Insurance Federation’s members do not operate in direct or potential conflict with the Applicant’s proposed service. *Id*. at 2, 3. Lyft believes that, if the controversy raised by the Insurance Federation ever materialized, it would be more appropriate for the Insurance Federation to avail itself of the Commission’s Complaint process and properly address the actual controversy when ripe. *Id*. at 3.

In its Second Exception, the Insurance Federation objects to Conclusion of Law No. 3, which states that the Insurance Federation’s Protest failed “to set forth sufficient facts to support [its] standing to challenge the [A]pplication.” Exc. at 4 (citing I.D. at 7). The Insurance Federation avers that its Protest sets forth the facts that justify its standing, as it outlined the direct and immediate liability exposure created by Lyft’s proposal, and it explained that this exposure was unanticipated and incapable of being underwritten and rated. Exc. at 4.

In response, Lyft states that the Initial Decision correctly concluded that the Insurance Federation failed to set forth sufficient facts to support its standing. R. Exc. at 3. Lyft indicates that, as observed in the Initial Decision, the fact that the Insurance Federation has opinions “concerning the adequacy and potential consequences of the Applicant’s proposal is not sufficient” to confer standing. *Id*. at 4 (citing I.D. at 7). Lyft asserts that the Insurance Federation has no direct issues at stake in this proceeding, and any indirect interests it identified will be adequately represented in this proceeding, as demonstrated by the Commission’s commitment to review and monitor insurance requirements for transportation network company service providers. R. Exc. at 4.

 In its third Exception, the Insurance Federation challenges Conclusion of Law No. 4, which states that “[i]t is just, reasonable and in the public interest that the complaint filed be dismissed without a hearing,” and cites to 66 Pa. C.S. § 703(b). Exc. at 5 (citing I.D. at 7). The Insurance Federation avers that the Applicant’s unprecedented proposal to satisfy the Commission’s insurance requirements through an excess policy justifies a hearing to determine if the drivers’ primary policies are actually providing the insurance coverage that Lyft claims they are providing. Exc. at 5. In support of its position, the Insurance Federation cites to a separate proceeding before the Commission, *Petition of the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission for an Interim Emergency Order requiring Lyft, Inc. to immediately cease and desist from brokering transportation service for compensation between points within the Commonwealth of Pennsylvania*, at Docket No. P-2014-2426847, in which it states that the ALJs noted that insurance coverage is integral to protecting the public safety and that the Applicant failed to offer testimony or evidence supporting its compliance with the Commission’s insurance requirements. Exc. at 6 (citing the ALJs’ Order on Interim Emergency Relief, Docket No. P-2014-2426847, at 7, 12 (Order dated July 1, 2014)). The Insurance Federation believes that, because it now raises these same insurance concerns, its concerns should also be resolved in a full and open proceeding. Exc. at 6.

 Lyft replies that the Initial Decision properly recognized that the public interest would be best served by dismissal of the Protest, because subjecting motor carrier applications to a protest by any entity with an indirect interest is contrary to longstanding Commission policies and the public interest. R. Exc. at 4. Additionally, Lyft explains that, in the context of the ETA Application proceeding, it provided a description of its liability policy clarifying that the policy was modified to offer primary coverage instead of excess coverage. *Id*. at 5 (citing *ETA Order* at 5-6). Lyft avers that the Insurance Federation’s interest in its Application was speculative to begin with and has since been rendered moot, as Lyft will offer primary insurance consistent with the Commission’s Regulations. R. Exc. at 5.

**Disposition**

Initially, based on our review of the Initial Decision, we concur with the ALJs’ determination and reasoning that the PAJ lacks standing as it failed to identify a specific and immediate injury to its members, other than an abstract interest in ensuring that the service proposed by Lyft has insurance coverage as mandated by the Commission’s Regulations. PAJ has not excepted to the ALJs ruling and, finding it otherwise reasonable, we adopt the ALJs’ recommendation to sustain Lyft’s Preliminary Objection dismissing the PAJ Protest.

However, for the reasons set forth in detail herein, we disagree with the ALJs’ decision to dismiss the Insurance Federation’s Protest. Accordingly, we will modify the Initial Decision with respect to the findings and conclusions pertaining to the Insurance Federation’s standing to participate in this proceeding.

We note the procedural posture of this case: the Applicant has filed Preliminary Objections to the Insurance Federation’s Protest on the grounds of standing. As stated above, preliminary objections should only be granted where relief is clearly warranted and free from doubt. Therefore, in this case, the Preliminary Objection should only be granted if it is clear that the Insurance Federation lacks standing.

We agree with the ALJs’ reasoning that, because Lyft’s Application is unique, the broader standard of Pennsylvania jurisprudence governing standing should be applied. *See*, I.D. at 5. Under this broader standard, we conclude that Lyft’s Preliminary Objection to the Insurance Federation’s Protest should be denied because it is not clear that the Insurance Federation lacks a direct, immediate, and substantial interest in the subject matter of this proceeding.

An association, such as the Insurance Federation, may have standing solely as the representative of its members so long as it satisfies the requirements of a direct, immediate, and substantial injury. *Concerned Taxpayers of Allegheny County v. Commonwealth of Pennsylvania*, 382 A.2d 490, 493-494 (Pa. Cmwlth. 1978). An interest in the subject matter of the proceeding is direct if such interest is adversely affected by the actions challenged in the protest, is immediate if there is a close causal nexus between the asserted injury and the actions challenged in the protest, and is substantial if there is a discernible interest other than the general interest of all citizens in seeking compliance with the law. *Ken R. ex rel. C.R. v. Arthur Z.*, 546 Pa. 49, 53-54, 682 A.2d 1267, 1270 (1996); *William Penn Parking Garage, supra*.

In this case, the Insurance Federation has set forth facts in its Protest which demonstrate that its members could be adversely affected by the manner in which Lyft proposes to satisfy the Commission’s insurance requirements. First, its members include auto insurers who currently do or, in the future, will provide the personal liability insurance coverage for Lyft vehicles. Second, its members include auto insurers who provide the personal liability insurance coverage for vehicles that might be involved in accidents with Lyft vehicles. “In both situations, the Insurance Federation’s members will have direct liability exposure resulting from the actions of the Applicant’s drivers, and direct liability exposure resulting from the insurance coverage (or lack thereof) the Applicant proposes for its drivers.” Insurance Federation Protest at 1. Additionally, the Insurance Federation’s members could incur administrative costs if the Application is granted; in the event of an accident, they may need to pay for “claims investigation and defense costs even if no claim is actually paid.” Exc. at 2. Although we admit that the record at this point contains no evidence of an insurance claim arising out of an accident involving Lyft, there is no question that insurance coverage will be required for Lyft. Moreover, the possibility of an accident at some point involving Lyft is not unduly speculative. Consequently, we are unable to conclude that the Insurance Federation’s members lack a direct, immediate, or substantial interest in the Application.

The Insurance Federation avers that the insurance proposal described by the Applicant “creates gaps, uncertainties and delays in that required coverage, setting up obstacles and uncertainties for consumers seeking resolution of liability claims and creating significant liability exposure and cost for our auto-writing members who insure the drivers as provided in the Application.” Insurance Federation Protest at 2, 6. For example, the Insurance Federation states that its auto-insuring members will not know if their insured have become drivers for the Applicant because Lyft’s current proposal does not provide for notice to the driver’s insurer. An insurer’s need to know if its insured has become a driver for the Applicant is a valid underwriting and rating element that could impact whether the insurer provides ongoing coverage. Exc. at 3; Insurance Federation Protest at 4.

The Insurance Federation has also identified instances where it is possible that neither the Applicant’s insurance nor the driver’s personal auto insurance will be providing coverage, such as when a driver is available but between trips. The Insurance Federation is concerned that this coverage uncertainty and gaps in coverage presents a significant harm to consumers, as well as to its members and their policy holders, because personal auto insurers will be brought into unanticipated liability claims, with related unanticipated administrative and claims liability costs, for which they never calculated. Protest at 5. We agree with the Insurance Federation that it need not wait for its members to experience these harms associated with Lyft’s current insurance proposal before its position may be fully heard in a proceeding before the Commission. *See,* *Lehigh Valley Power Committee v. Pa. PUC*, 593 A.2d 1333, 1336-1337 (Pa. Cmwlth. 1991) (holding that Lehigh Valley Power Committee had a substantial interest due to a possible rate impact).

As we find that it is not clear that the Insurance Federation lacks standing to participate as a Protestant in this proceeding, we disagree with the ALJs’ conclusion that it was “just, reasonable and in the public interest” to dismiss the Insurance Federation’s Protest pursuant to Section 703(b) of the Public Utility Code, 66 Pa. C.S.

§ 703(b). Pursuant to our statutory authority to regulate common carriers of passengers and to ensure the safety of the traveling public, it is critical that we be certain, based on a fully developed record in this proceeding, that Lyft has adequate insurance coverage for the service it proposes.[[4]](#footnote-4) As the ALJs noted, it would be beneficial for expert testimony of the kind described by the Insurance Federation to be presented as part of our consideration of this application for experimental transportation service. *See*, I.D. at 6. We believe that the Insurance Federation is in a unique position to provide such expert testimony on insurance coverage and related issues and that it would be in the public interest to receive such testimony and evidence from the Insurance Federation, particularly in the context of an application for experimental transportation service which includes important insurance issues of first impression. For these reasons, we shall grant the Insurance Federation’s Exceptions and modify the ALJs’ Initial Decision.

**Conclusion**

Based upon our review of the pleadings, the Parties’ positions, and the applicable law, we shall grant the Insurance Federation’s Exceptions and modify the ALJs’ Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions filed by the Insurance Federation of Pennsylvania, Inc. on July 16, 2014, are granted.

2. That the Initial Decision Dismissing the Protests of the Insurance Federation of Pennsylvania, Inc. and the Pennsylvania Association for Justice, issued by Administrative Law Judges Mary D. Long and Jeffrey A. Watson on June 27, 2014, is modified, consistent with this Opinion and Order.

3. That the Preliminary Objections of Lyft, Inc. to dismiss the Protest of the Insurance Federation of Pennsylvania, Inc., are denied.

4. That the Preliminary Objections of Lyft, Inc. to dismiss the Protest of the Pennsylvania Association for Justice, are sustained.

5. That the Protest of the Pennsylvania Association for Justice to the Application of Lyft, Inc. is dismissed.



 **BY THE COMMISSION,**

 Rosemary Chiavetta

 Secretary

(SEAL)

ORDER ADOPTED: August 14, 2014

ORDER ENTERED: August 14, 2014

1. Section 29.352 of the Commission’s Regulations, 52 Pa. Code § 29.352 which pertains to certification for the provision of experimental service, provides the following:

§ 29.352. Experimental service

 In order to advance and promote the public necessity, safety and convenience, the Commission may, upon application, grant a new certificate or an amendment to an existing certificate in order to allow to be provided a new, innovative or experimental type or class of common carrier service. An application for a certificate or amendment shall state that it is an application for an experimental service. Holders of experimental certificates shall abide by this chapter except those which the Commission shall explicitly state do not apply. Holders of experimental certificates shall abide by an additional regulations or requirements, including informational and reporting requirements, which the Commission shall stipulate upon granting the certificate. A certificate for experimental service shall be valid only until the service is abandoned, until 2 years have elapsed from the time the certificate was approved or until the Commission enacts amendments to this chapter pertaining to the new class of service represented by the experimental service, whichever event occurs first. [↑](#footnote-ref-1)
2. Various additional parties also filed protests that were disposed of by either Interim Order or Initial Decision. [↑](#footnote-ref-2)
3. We note that our discussion of the merits in the *ETA Order* was limited to Lyft’s ETA Application and did not address the instant Application. [↑](#footnote-ref-3)
4. We will not address the merits of the instant Application or the Applicant’s insurance coverage herein. However, we emphasize that it is well-established that we will not permit a common carrier of passengers to begin operating in Pennsylvania unless its insurance carrier provides acceptable evidence of insurance (a Form E Certificate of Insurance) in compliance with our Regulations. *See, ETA Order* at 18-19, 22; *Application of Yellow Cab Co. of Pittsburgh, Inc., t/a Yellow X*, Docket No.

A-2014-2410269 (Order entered May 22, 2014). [↑](#footnote-ref-4)