

2
3 AN ACT concerning transportation.

4
5 *Be it enacted by the [Legislature of the State of ____]:*

6
7 ***[DRAFTING NOTE: PART ONE IS INTENDED TO CREATE A NEW SECTION OF INSURANCE***
8 ***STATUTE APPLICABLE ONLY TO PEER-TO-PEER SHARING ACTIVITY]***

9
10 ***Title [insert insurance title] is amended by adding new [appropriate***
11 ***Section/Chapter/etc.] as follows:***

12
13 **Chapter 1. Short Title**

14 This Article may be cited as the Peer-to-Peer Vehicle Sharing Program Act.

15
16 **Chapter 2. Definitions**

17 Unless incorporated by express reference, the definitions in this Chapter apply to this
18 Insurance Title exclusively.

19
20 (a) “Peer-to-Peer Vehicle Sharing” or “Sharing” means the authorized use of Peer-to-Peer
21 Vehicle by an individual other than Peer-to-Peer Vehicle Owner through Peer-to-Peer Car
22 Sharing Program.

23
24 (b) “Peer-to-Peer Vehicle Sharing Program” or “Program” means a person or entity that
25 connects Peer-to-Peer Vehicle Owners with Peer-to-Peer Vehicle Drivers to facilitate the
26 sharing of Peer-to-Peer Vehicles for consideration. Program is not a Transportation Network
27 Company as defined in ***[INSERT STATUTORY CITATION FOR TNC DEFINITION]***.

28
29 (c) “Peer-to-Peer Vehicle Sharing Program Agreement” or “Agreement” means an agreement
30 established through Program that serves as a contract between Program, Owner, and Driver
31 and describes the specific terms and conditions of the Agreement that govern the use of Peer-
32 to-Peer Vehicle facilitated by Program, including the Sharing Period and location or locations
33 for transfer of control of Vehicle.

1 (d) "Peer-to-Peer Vehicle" or "Vehicle" means a personal motor vehicle that is available for use
2 through Peer-to-Peer Vehicle Sharing Program for a Sharing Period of 30 days or less which
3 is registered as a private passenger vehicle under the laws of this or another State
4

5 (e) "Peer-to-Peer Vehicle Driver" or "Driver" means an individual who has been authorized to
6 drive Peer-to-Peer Vehicle by Peer-to-Peer Vehicle Owner under Peer-to-Peer Vehicle
7 Sharing Program Agreement.
8

9 (f) "Peer-to-Peer Vehicle Owner" or "Owner" means the registered owner of Peer-to-Peer
10 Vehicle made available for sharing facilitated by Peer-to-Peer Vehicle Sharing Program.
11

12 (g) "Peer-to-Peer Vehicle Delivery Period" or "Delivery Period" means the period of time during
13 which Peer-to-Peer Vehicle is being delivered to the location of Peer-to-Peer Vehicle Start
14 Time, if applicable, as documented by Peer-to-Peer Vehicle Sharing Program Agreement.
15

16 (h) "Peer-to-Peer Vehicle Sharing Period" or "Sharing Period" means the period of time that
17 commences with Peer-to-Peer Vehicle Delivery Period or, if there is no Peer-to-Peer Vehicle
18 Delivery Period, that commences with Peer-to-Peer Vehicle Sharing Start Time and, in either
19 case, ends at Peer-to-Peer Sharing Termination Time.
20

21 (i) "Peer-to-Peer Vehicle Sharing Start Time" or "Start Time" means the time when Peer-to-
22 Peer Vehicle becomes subject to the control of Peer-to-Peer Vehicle Driver at or after the time
23 the reservation of Peer-to-Peer Vehicle Sharing Program Agreement is scheduled to begin as
24 documented in the records of Peer-to-Peer Vehicle Sharing Program.
25

26 (j) "Peer-to-Peer Vehicle Sharing Termination Time" or "Termination Time" means the earliest
27 of the following events:

28 (1) The expiration of the agreed upon period of time established for the use
29 of Peer-to-Peer Vehicle according to the terms of Vehicle Sharing Program
30 Agreement, if Peer-to-Peer Vehicle is delivered to the location agreed upon in
31 Peer-to-Peer Vehicle Sharing Program Agreement;
32

33 (2) When Peer-to-Peer Vehicle is returned to a location as alternatively agreed
34 upon by Peer-to-Peer Vehicle Owner and Peer-to-Peer Vehicle Driver as
35 communicated through Peer-to-Peer Vehicle Sharing Program; or
36

1 (3) When Peer-to-Peer Vehicle Owner, or authorized designee, takes possession and
2 control of Peer-to-Peer Vehicle.

3 4 **Chapter 3. Program Liability**

5 **Sec. 1. Liability During Peer-to-Peer Vehicle Sharing Period**

6 (a) Notwithstanding any other provision of law, or any provision in Owner's policy of
7 motor vehicle liability insurance, in the event of a loss or injury that occurs during
8 Sharing Period, Program shall:

9 (1) Assume the liability of Owner for any bodily injury or property damage to
10 third parties, uninsured and underinsured motorist benefits, and personal injury
11 protection losses during Sharing Period in an amount stated in Agreement, and
12 which amount may not be less than those set forth in (*state's minimum required*
13 *financial responsibility statute(s)*);

14
15 (2) Retain such liability irrespective of a lapse in, or otherwise absence of, any
16 coverage under which Program is insured; and

17
18 (b) Notwithstanding the definition of "Peer-to-Peer Vehicle Sharing Termination Time"
19 as set forth in Chapter 2 of this Act, Program shall not be liable when Owner:

20 (1) Makes a material, intentional or fraudulent misrepresentation, or material,
21 intentional or fraudulent omission, to Program before Sharing Period in which
22 the loss occurred, or

23
24 (2) Acts in concert with Driver who fails to return Vehicle pursuant to the terms
25 of Agreement.

26 27 **Sec. 2. Required Coverage**

28 (a) Program shall ensure that, during each Sharing Period, financial responsibility for
29 Vehicle is provided in amounts no less than the minimum amounts set forth in [*insert*
30 *citation to applicable statute establishing state minimum coverage*], that:

31 (1) Recognizes that Vehicle is made available and used through Program; or

32
33 (2) Does not exclude use of Vehicle by Driver through Program.

34
35 (b) The financial responsibility required under subsection (a) may be satisfied by motor

1 vehicle liability insurance, or other acceptable means of demonstrating financial
2 responsibility in this State, voluntarily maintained by:

3 (1) Owner;

4
5 (2) Driver;

6
7 (3) Program; or

8
9 (4) Any combination of Owner, Driver, and Program.

10
11 (c) The financial responsibility required in subsection (a), satisfied pursuant to
12 subsection (b), shall be primary for losses during Sharing Period.

13
14 (d) Program shall:

15 (1) Afford primary financial responsibility for a claim when it is in whole or in part
16 providing the financial responsibility required under Section 1 if:

17 (i) A dispute exists as to who was in control of Vehicle at the time of the
18 loss; and

19 (ii) Program does not have available, did not retain, or fails to provide
20 the information required by Section 5 of this Act; and

21
22 (2) Be indemnified by Owner's personal policy of motor vehicle liability
23 insurance to the extent of such policy's obligation, if any, if it is determined that
24 Owner was in control of Vehicle at the time of the loss.

25
26 (e) If insurance maintained by Owner or Driver in accordance with subsection (b) has
27 lapsed or does not provide the required financial responsibility, Program, or its insurer,
28 shall provide the coverage required by subsection (a) beginning with the first dollar of a
29 claim and have the duty to defend such claim except under circumstances as set forth
30 in Chapter 3, Section (1)(b).

31
32 (f) Financial responsibility maintained by Program shall not be dependent on another
33 automobile insurer first denying a claim nor shall another automobile insurance policy
34 be required to first deny a claim.

35
36 (j) Nothing in this Chapter:

1 (1) Limits the liability of Program for any act or omission of Program itself that
2 results in injury to any person as a result of the use of Vehicle through Program;
3 or

4
5 (2) Limits the ability of Program to, by contract, seek indemnification from
6 Owner or Driver for economic loss sustained by Program resulting from a
7 breach of the terms and conditions of Agreement.

8
9 **Sec. 3. Notification of Implications of Lien**

10 At the time Owner registers Vehicle for use through Program and again prior to the
11 time Owner makes Vehicle available for use through Program, Program shall notify
12 Owner that, if Vehicle has a lien against it, the use of Vehicle through Program,
13 including use without physical damage coverage, may violate the terms of the contract
14 with the lienholder.

15
16 **Sec. 4. Exclusions in Motor Vehicle Liability Insurance Policies**

17 (a) An authorized insurer that writes motor vehicle liability insurance in this State may
18 exclude any and all coverage and the duty to defend or indemnify for any claim
19 afforded under Owner's motor vehicle liability insurance policy, including but not limited
20 to:

21 (1) liability coverage for bodily injury and property damage;

22
23 (2) personal injury protection coverage as defined in [*cite statute*];

24
25 (3) uninsured and underinsured motorist coverage;

26
27 (4) medical payments coverage;

28
29 (5) comprehensive physical damage coverage; and

30
31 (6) collision physical damage coverage.

32
33 (b) Nothing in this Article invalidates or limits an exclusion contained in a motor
34 vehicle liability insurance policy, including any insurance policy in use or
35 approved for use that excludes coverage for motor vehicles made available for
36 rent, hire or for any business use, including Peer-to-Peer Vehicle Sharing.

1
2 **Sec. 5. Recordkeeping**

3 (a) Program shall collect and verify records pertaining to the use of Vehicle, including
4 but not limited to Sharing Periods, fees paid by Driver, and revenues received by
5 Owner.

6
7 (b) Pursuant to all applicable federal and state privacy obligations, and after receiving
8 the informed consent of Owner and Driver, Program shall provide the information
9 collected pursuant to subsection (a) upon request to Owner, Owner's insurer, and
10 Driver's insurer to facilitate a claim coverage investigation. Providing notice of this
11 Section in the Program Agreement shall constitute informed consent.

12
13 (c) Program shall retain the records required in this Section 5 for a time period not less
14 than [*insert the longer of the applicable property damage or personal injury statute of*
15 *limitations*] years.

16
17 **Sec. 6. Contribution against Indemnification**

18 A motor vehicle insurer that defends or indemnifies a claim arising from the operation
19 of Vehicle that is excluded under the terms of its policy shall have the right to seek
20 contribution against Program if the claim is made against Owner or Driver for loss or
21 injury that occurs during Sharing Period.

22
23 **Sec. 7. Insurable Interest**

24 (a) Notwithstanding any other law, statute, rule or regulation to the contrary, Program
25 shall have an insurable interest in Vehicle during Sharing Period.

26
27 (b) Nothing in this section shall impose liability on Program to maintain the coverage
28 mandated by this Chapter 3, Sec. 1.

29
30 (c) Program may own and maintain as the named insured one or more policies of
31 motor vehicle liability insurance that provides coverage for:

32 (1) Liabilities assumed by Program under Agreement;

33
34 (2) Liability of Owner;

35
36 (3) Damage or loss to Vehicle; or

1
2 (4) Liability of Driver.
3

4 **Sec. 8. Vicarious Liability**

5 Program and Owner shall be exempt from vicarious liability in accordance with 49
6 U.S.C. Section 30106 and under any state or local law that imposes liability solely
7 based on vehicle ownership.
8

9 **Chapter 4. Program Obligations**

10 **Sec. 1. Disclosures**

11 (a) Each Agreement made in this State shall disclose to Owner and Driver:

12 (1) Any right of Program to seek indemnification from Owner or Driver for
13 economic loss sustained by Program resulting from a breach of the terms and
14 conditions of Agreement;
15

16 (2) That a motor vehicle liability insurance policy issued to Owner for Vehicle, or
17 to Driver may not provide defense or indemnity for any claim asserted by
18 Program;
19

20 (3) That Program's financial responsibility afforded to Owner and Driver is
21 available only during Sharing Period;
22

23 (4) That, for any use of Vehicle by Driver after Termination Time, Driver and
24 Owner may not have coverage;
25

26 (5) The daily rate, fees, costs, and, if applicable, any insurance or protection
27 package costs that are charged to Owner or Driver; and
28

29 (6) That Owner's motor vehicle liability insurance may not provide coverage for
30 Vehicle.
31

32 (b) Each Agreement made in this State shall disclose to Driver:

33 (1) An emergency telephone number to personnel capable of fielding roadside
34 assistance and other customer service inquiries.
35

1 (2) Any conditions under which Driver must maintain a personal automobile
2 insurance policy, and any required coverage limits, on a primary basis in order
3 to use Vehicle through Program.
4

5 **Sec. 2. Responsibility for Equipment**

6 Program shall have sole responsibility for any equipment, such as a GPS system or
7 other special equipment that is put in or on Vehicle to monitor or facilitate Sharing and
8 shall agree to indemnify and hold harmless Owner for any damage to or theft of such
9 system or equipment during Sharing Period not caused by Owner. Program has the
10 right to seek indemnity from Driver for any loss or damage to such system or
11 equipment that occurs during Sharing Period.
12

13 **Sec. 3. Automobile Safety Recalls**

14 (a) Program shall:

15 (1) At the time Owner registers Vehicle for use in Program, and prior to the time
16 when Owner makes Vehicle available for use in Program, Program shall:

17 (i) Verify that Vehicle does not have any safety recalls for which the
18 repairs have not been made; and

19 (ii) Notify Owner of the requirements under subsection (b) of this Section
20 4.
21

22 (2) Program shall periodically, and in no case less frequently than once in each
23 72-hour period, verify that Vehicle(s) available for use through Program are not
24 subject to an open safety recall for which repairs have not been made.
25

26 (b) Owner shall:

27 (1) Not make Vehicle available for use through Program if Owner has received
28 notice of a safety recall on Vehicle until the safety recall repair has been made.
29

30 (2) Upon receipt of notice of a safety recall on Vehicle when such Vehicle is
31 available for use through Program, remove Vehicle from availability as soon as
32 practicably possible, and in no case more than 48 hours, after receiving the
33 notice of the safety recall and until the safety recall repair has been made.
34

35 (3) Upon receipt of notice of a safety recall on Vehicle, and in no case more
36 than 48 hours after such receipt, when such Vehicle is in the possession of

1 Driver, notify Program of the safety recall so that Program may notify Driver and
2 Vehicle can be removed from use until Owner effects the necessary safety
3 recall repair.

4 **Sec. 4. Driver License Verification and Retention**

5 ***[DRAFTING NOTE: IF A RENTAL STATUTE REGARDING DRIVER LICENSE VERIFICATION***
6 ***EXISTS, AMEND SUCH STATUTE TO INCLUDE PEER-TO-PEER PROGRAM OBLIGATION AND***
7 ***DISREGARD THIS SECTION 4. IF NO SUCH RENTAL STATUTE EXISTS, INCLUDE THE***
8 ***FOLLOWING SECTION IN THIS NEW PEER-TO-PEER CHAPTER.]***

9 (a) Program may not enter into Agreement with Driver unless every Driver of Vehicle:

10 (1) Holds a driver license issued in this State authorizing Driver to operate
11 vehicles of the class of Vehicle; or

12
13 (2) Is a nonresident who:

14 (i) Has a driver license issued by the state or country of Driver's
15 residence that authorizes Driver in that state or country to drive vehicles
16 of the class of Vehicle; and

17 (ii) Is at least the same age as that required of a resident to drive in this
18 State.

19
20 (b) Program shall keep a record of:

21 (1) The name and address of Driver;

22
23 (2) The driver license number and place of issuance for every Driver who will
24 operate Vehicle.

25
26 **Sec. 5. Consumer Transactions**

27 ***[DRAFTING NOTE: THE FOLLOWING SECTION 5 IS INTENDED TO EXPRESSLY CAUSE***
28 ***SHARING AND THE AGREEMENT TO BE CLASSIFIED AS CONSUMER TRANSACTIONS***
29 ***UNDER THE CONSUMER DECEPTION/UNFAIR TRADE PRACTICES LAWS OF THE***
30 ***APPLICABLE STATE. TO THE EXTENT APPLICABLE, REVISE IN ACCORDANCE WITH THE***
31 ***APPROPRIATE LANGUAGE USED IN THOSE LAWS.]***

32 (a) Sharing and Agreement are a consumer transaction for the purposes of ***[INSERT***
33 ***STATUTORY CITATION TO CONSUMER DECEPTION/UNFAIR TRADE***
34 ***PRACTICES LAWS]***. Program and Owner are the suppliers and Driver is the
35 consumer for the purposes of those sections.

- 1 (b) Any violation of ***[INSERT CITATION TO SECTIONS OF P2P LEGISLATION***
2 ***REGARDING, AT LEAST, PROGRAM’S OBLIGATIONS REGARDING***
3 ***COLLECTING INFORMATION, MAKING DISCLOSURES, RECORDKEEPING,***
4 ***SAFETY RECALLS, AND RESPONSIBILITY FOR EQUIPMENT]*** is deemed an
5 unfair or deceptive act in violation of ***[INSERT STATUTORY CITATION TO***
6 ***CONSUMER DECEPTION/UNFAIR TRADE PRACTICES LAWS]***. A person
7 injured by a violation of these sections has a cause of action and is entitled to the
8 same relief available to a consumer under ***[INSERT STATUTORY CITATION TO***
9 ***CONSUMER DECEPTION/UNFAIR TRADE PRACTICES LAWS]***, and all the
10 powers and remedies available to the attorney general to enforce ***[INSERT***
11 ***STATUTORY CITATION TO CONSUMER DECEPTION/UNFAIR TRADE***
12 ***PRACTICES LAWS]*** are available to the attorney general to enforce ***[INSERT***
13 ***STATUTORY CITATION TO SECTIONS OF P2P LEGISLATION REGARDING,***
14 ***AT LEAST, PROGRAM’S OBLIGATIONS REGARDING COLLECTING***
15 ***INFORMATION, MAKING DISCLOSURES, RECORDKEEPING, SAFETY***
16 ***RECALLS, AND RESPONSIBILITY FOR EQUIPMENT]***.
- 17 (c) Program is not liable for a violation under ***[INSERT STATUTORY CITATION TO***
18 ***CONSUMER DECEPTION/UNFAIR TRADE PRACTICES LAWS]*** when the
19 violation is the result of false, misleading, or inaccurate information provided to
20 Program by Owner or Driver and Program reasonably relied on that information in
21 good faith.

22
23 **Section 6. *[DRAFTING NOTE: TO THE EXTENT THAT THERE ARE ADDITIONAL STATE-***
24 ***SPECIFIC STATUTES APPLICABLE TO A RENTAL TRANSACTION/RENTAL VEHICLE/RENTAL***
25 ***COMPANY WITH REGARD TO CONSUMER PROTECTIONS, CREATE PARALLEL***
26 ***REQUIREMENTS IN ADDITIONAL SECTIONS TO THIS CHAPTER FOR PEER-TO-PEER.***
27 ***EXAMPLES: DAMAGE WAIVER LIMITATIONS, PRICING DISCLOSURE, AGE LIMITATIONS,***
28 ***REQUIRED NOTICES, LIMITED LINES INSURANCE LICENSE]***

30 **Chapter 5. Limitation**

31 Nothing in this Chapter [cite new Peer-to-Peer Vehicle Sharing Act] shall be construed to
32 affect the taxability of Peer-to-Peer Vehicle Sharing pursuant to [site relevant tax chapter(s)].

34 **Chapter 6. Enactment**

35 This Act shall take effect on the day that occurs 180 days after the date on which the
36 Act becomes law.