

**APCIA Supported Peer-to-Peer Car Sharing Program Act
Comparison with
EH Supported Peer-to-Peer Vehicle Sharing Model**

1. Scope of Act

- APCIA version is drafted as a Transportation Act
- EH version intended to be an Insurance Act

2. Definitions

- Application of Definitions
 - APCIA language does not include the express limitation of the definitions to the insurance title that the EH version does.
- Peer-to-Peer Car Sharing Terms
 - Exclusion language in Sharing, Program, and Agreement definitions.
 - APCIA version includes clauses that exclude comparable rental terms from the definition of peer-to-peer terms; i.e., “Peer-to-Peer Car Sharing does not mean rental car or rental activity as defined in _____”.
 - EH version does not include such exclusion so as not to undermine non-insurance related statutes and case law where the activity may be deemed “rental activity.”
 - Inclusion of “Peer-to-Peer” in all terms
 - APCIA draft drops the peer-to-peer qualifier from the definitions of Driver, Delivery Period, Sharing Period, Start Time and Termination Time. EH version ensures that the definitions apply specifically to peer-to-peer activity and do not cover what is generally referred to as “car sharing” outside the peer-to-peer context.
 - Program Definition
 - APCIA version defines Program as a “business platform”; EH version defines Program as a person or business entity ensuring appropriate liability of program can be attributable to a legally recognized entity.
 - APCIA version uses the term “enables”; EH version uses “facilitates.”
 - Program is also expressly defined as not being a Transportation Network Company.
 - Agreement
 - EH version amends language to more clearly indicate the agreement is a contract between the Owner, Driver and Program.
 - Vehicle
 - EH version applies 30 day “sharing” period and registration as a private passenger vehicle as qualifying conditions to be deemed a Peer to Peer Vehicle.
 - Owner
 - EH version uses “facilitated” language to accurately reflect the role of the Program.

3. Insurance Coverage During Car Sharing Period

- Financial responsibility vs. Coverage
 - APCIA version implies that the only means of meeting the insurance requirements are to purchase a policy of insurance; the EH version accommodates other state-approved means of providing financial responsibility (such as self-insuring).
- Program Liability
 - EH version restructures APCIA “Insurance Coverage During Car Sharing Period” to more clearly delineate when Program is liable and when Program is not liable. Substantive changes are:
 - EH version expressly states Program assumes “Owners” liability; “Owner’s” omitted from APCIA version.

- EH version expressly states Program’s liability is irrespective of a lapse in, or absence of, coverage under which the Program is insured. EH understanding is this is consistent with the intent of APCIA model but was not clearly indicated.
 - Clarifies that liability exception for Program is for “fraudulent” omission.
 - Required Coverage
 - EH version separates “required coverage” from “program liability” for clarity. Substantive changes:
 - APCIA version requires coverage for Owner and Driver; EH version simplifies to require that the Vehicle is covered during the sharing period, preventing any potential gaps in coverage.
4. Notification of Implications of Lien – no substantive change
 5. Exclusions in Motor Vehicle Liability Insurance Policies – no change
 6. Recordkeeping
 - EH version added reference to records being provided pursuant to applicable federal and state privacy laws. We believe this is recognized as needed by APCIA members and P2P stakeholders to alleviate concerns we’ve seen in multiple legislatures.
 - EH version provides for the retention period to be the longer of either the property damage or bodily injury statute of limitations; the APCIA model only referenced personal injury statute of limitations, which is typically shorter than for property damage
 7. Vicarious Liability – no change
 8. Contribution against Indemnification – no substantive change (removed redundant (2))
 9. Insurable Interest – No substantive changes, corrected drafting error only by separating (iii) into (iii) and (iv).
 10. Consumer Protections (Disclosures, Responsibility for Equipment, Safety Recalls) Retitled as “Program Obligations”
 - Disclosures:
 - Separated disclosure requirements into two sections – those for Owner and those for Driver.
 - Driver License Verification – Moved to Consumer Protection section (out of insurance section). EH full bill includes this as a section to be mirrored to specific state’s DL requirements. The APCIA model includes Maryland’s requirements for rental companies.
 - Responsibility for Equipment – no substantive change
 - Safety Recalls – only substantive change:
 - Requires Program to periodically verify whether open safety recall exists on vehicles active on platform.
 11. EH version adds Consumer Transactions Section
 12. EH version adds drafting notes contemplating the addition of any additional state specific statutes that should be paralleled for peer-to-peer activity. For an APCIA insurance model, this would be limited to insurance related issues such as ensuring properly licensing if a peer-to-peer program sells insurance products (either limited lines license or producer license, as appropriate).
 13. EH version adds: Chapter 5 Limitation with respect to taxability.
 14. Enactment – EH version uses 180 days versus APCIA version’s 9 months.