

1                   A bill to be entitled  
2           An act relating to peer-to-peer car sharing; creating  
3           s. 627.7483, F.S.; providing definitions; providing  
4           motor vehicle insurance requirements for peer-to-peer  
5           car sharing; providing that peer-to-peer car-sharing  
6           programs have an insurable interest in shared vehicles  
7           in specified periods; authorizing peer-to-peer car-  
8           sharing programs to own and maintain certain policies  
9           of motor vehicle insurance; providing liabilities  
10          under certain circumstances; providing applicability;  
11          requiring shared vehicle owners' insurers to indemnify  
12          networks under certain circumstances; providing  
13          exemptions from vicarious liabilities; authorizing  
14          motor vehicle insurance policies to exclude specified  
15          coverages under certain circumstances; authorizing  
16          specified insurers to seek contributions against  
17          indemnifications under certain circumstances;  
18          providing requirements for notifications of  
19          implications of liens; providing requirements for  
20          recordkeeping; requiring specified disclosures to  
21          shared vehicle drivers and owners; requiring driver  
22          license verification and data retention under certain  
23          circumstances; providing responsibilities and  
24          indemnifications for specified equipment; providing  
25          requirements for verification and notification

26 relating to motor vehicle safety recalls; providing  
 27 construction; providing an effective date.

28  
 29 Be It Enacted by the Legislature of the State of Florida:

30  
 31 Section 1. Section 627.7483, Florida Statutes, is created  
 32 to read:

33 627.7483 Peer-to-peer car sharing; insurance  
 34 requirements.-

35 (1) DEFINITIONS.-As used in this section, the term:

36 (a) "Car-sharing delivery period" means the period of time  
 37 during which a shared vehicle is being delivered to the location  
 38 of the car-sharing start time, if applicable, as documented by  
 39 the governing peer-to-peer car-sharing program agreement.

40 (b) "Car-sharing period" means the period of time that  
 41 commences either at the car-sharing delivery period or, if there  
 42 is no car-sharing delivery period, at the car-sharing start time  
 43 and that ends at the car-sharing termination time.

44 (c) "Car-sharing start time" means the time when the  
 45 shared vehicle is under the control of the shared vehicle  
 46 driver, which time occurs at or after the time the reservation  
 47 of the shared vehicle is scheduled to begin, as documented in  
 48 the records of a peer-to-peer car-sharing program.

49 (d) "Car-sharing termination time" means the earliest of  
 50 the following events:

51 1. The expiration of the agreed-upon period of time  
52 established for the use of a shared vehicle according to the  
53 terms of the peer-to-peer car-sharing program agreement if the  
54 shared vehicle is delivered to the location agreed upon in the  
55 peer-to-peer car-sharing program agreement;

56 2. The time the shared vehicle is returned to a location  
57 as alternatively agreed upon by the shared vehicle owner and  
58 shared vehicle driver, as communicated through a peer-to-peer  
59 car-sharing program; or

60 3. The time the shared vehicle owner takes possession and  
61 control of the shared vehicle.

62 (e) "Peer-to-peer car sharing" or "car sharing" means the  
63 authorized use of a motor vehicle by an individual other than  
64 the vehicle's owner through a peer-to-peer car-sharing program.  
65 For the purposes of this section, the term does not include the  
66 renting of a motor vehicle through a rental car company, the use  
67 of a for-hire vehicle as defined in s. 320.01(15), ridesharing  
68 as defined in s. 341.031(9), carpool as defined in s. 450.28(3),  
69 or the use of a motor vehicle under an agreement for a car-  
70 sharing service as defined in s. 212.0606(2).

71 (f) "Peer-to-peer car-sharing program" means a business  
72 platform that enables peer-to-peer car sharing by connecting  
73 motor vehicle owners with drivers for financial consideration.  
74 For the purposes of this section, the term does not include a  
75 rental car company, a car-sharing service as defined in s.

76 | 212.0606(2), a taxicab association, or the owner of a for-hire  
77 | vehicle as defined in s. 320.01(15).

78 | (g) "Peer-to-peer car-sharing program agreement" means the  
79 | terms and conditions established by the peer-to-peer car-sharing  
80 | program which are applicable to a shared vehicle owner and a  
81 | shared vehicle driver and which govern the use of a shared  
82 | vehicle through a peer-to-peer car-sharing program. For the  
83 | purposes of this section, the term does not include a rental  
84 | agreement or an agreement for a for-hire vehicle as defined in  
85 | s. 320.01(15) or for a car-sharing service as defined in s.  
86 | 212.0606(2).

87 | (h) "Shared vehicle" means a motor vehicle that is  
88 | available for sharing through a peer-to-peer car-sharing  
89 | program. For the purposes of this section, the term does not  
90 | include a rental car, a for-hire vehicle as defined in s.  
91 | 320.01(15), or a motor vehicle used for ridesharing as defined  
92 | in s. 341.031(9), for carpool as defined in s. 450.28(3), or for  
93 | car-sharing service as defined in s. 212.0606(2).

94 | (i) "Shared vehicle driver" means an individual who has  
95 | been authorized by the shared vehicle owner to drive the shared  
96 | vehicle under the peer-to-peer car-sharing program agreement.

97 | (j) "Shared vehicle owner" means the registered owner, or  
98 | a person or entity designated by the registered owner, of a  
99 | motor vehicle made available for sharing to shared vehicle  
100 | drivers through a peer-to-peer car-sharing program. For the

101 purposes of this section, the term does not include an owner of  
 102 a for-hire vehicle as defined in s. 320.01(15).

103 (2) INSURANCE COVERAGE REQUIREMENTS.—

104 (a)1. A peer-to-peer car-sharing program shall ensure  
 105 that, during each car-sharing period, the shared vehicle owner  
 106 and the shared vehicle driver are insured under a motor vehicle  
 107 insurance policy that provides all of the following:

108 a. Property damage liability coverage that meets the  
 109 minimum coverage amounts required under s. 324.022.

110 b. Bodily injury liability coverage limits as described in  
 111 s. 324.021(7) (a) and (b).

112 c. Personal injury protection benefits that meet the  
 113 minimum coverage amounts required under s. 627.736.

114 d. Uninsured and underinsured vehicle coverage as required  
 115 under s. 627.727.

116 2. The peer-to-peer car-sharing program shall also ensure  
 117 that the motor vehicle insurance policy under subparagraph 1.:

118 a. Recognizes that the shared vehicle insured under the  
 119 policy is made available and used through a peer-to-peer car-  
 120 sharing program; or

121 b. Does not exclude the use of a shared vehicle by a  
 122 shared vehicle driver.

123 (b)1. The insurance described under paragraph (a) may be  
 124 satisfied by a motor vehicle insurance policy maintained by:

125 a. A shared vehicle owner;

126 b. A shared vehicle driver;

127 c. A peer-to-peer car-sharing program; or

128 d. A combination of a shared vehicle owner, a shared  
129 vehicle driver, and a peer-to-peer car-sharing program.

130 2. The insurance policy maintained in subparagraph 1.  
131 which satisfies the insurance requirements under paragraph (a)  
132 is primary during each car-sharing period.

133 3.a. If the insurance maintained by a shared vehicle owner  
134 or shared vehicle driver in accordance with subparagraph 1. has  
135 lapsed or does not provide the coverage required under paragraph  
136 (a), the insurance maintained by the peer-to-peer car-sharing  
137 program must provide the coverage required under paragraph (a),  
138 beginning with the first dollar of a claim, and must defend such  
139 claim, except under circumstances as set forth in subparagraph  
140 (3) (a)2.

141 b. Coverage under a motor vehicle insurance policy  
142 maintained by the peer-to-peer car-sharing program must not be  
143 dependent on another motor vehicle insurer first denying a  
144 claim, and another motor vehicle insurance policy is not  
145 required to first deny a claim.

146 c. Notwithstanding any other law, statute, rule, or  
147 regulation to the contrary, a peer-to-peer car-sharing program  
148 has an insurable interest in a shared vehicle during the car-  
149 sharing period. This sub-subparagraph does not create liability  
150 for a network for maintaining the coverage required under

151 paragraph (a) and under this paragraph, if applicable.

152 d. A peer-to-peer car-sharing program may own and maintain  
153 as the named insured one or more policies of motor vehicle  
154 insurance which provide coverage for:

155 (I) Liabilities assumed by the peer-to-peer car-sharing  
156 program under a peer-to-peer car-sharing program agreement;

157 (II) Liability of the shared vehicle owner;

158 (III) Liability of the shared vehicle driver;

159 (IV) Damage or loss to the shared motor vehicle; or

160 (V) Damage, loss, or injury to persons or property to

161 satisfy the personal injury protection and uninsured and  
162 underinsured motorist coverage requirements of this section.

163 e. Insurance required under paragraph (a), when maintained  
164 by a peer-to-peer car-sharing program, may be provided by an  
165 insurer authorized to do business in this state which is a  
166 member of the Florida Insurance Guaranty Association or an  
167 eligible surplus lines insurer that has a superior, excellent,  
168 exceptional, or equivalent financial strength rating by a rating  
169 agency acceptable to the office. A peer-to-peer car-sharing  
170 program is not transacting in insurance when it maintains the  
171 insurance required under this section.

172 (3) LIABILITIES AND INSURANCE EXCLUSIONS.—

173 (a) Liability.—

174 1. A peer-to-peer car-sharing program shall assume  
175 liability, except as provided in subparagraph 2., of a shared

176 vehicle owner for bodily injury or property damage to third  
177 parties or uninsured and underinsured motorist or personal  
178 injury protection losses during the car-sharing period in an  
179 amount stated in the peer-to-peer car-sharing program agreement,  
180 which amount may not be less than those set forth in ss.  
181 324.021(7)(a) and (b), 324.022, 627.727, and 627.736,  
182 respectively.

183 2. The assumption of liability under subparagraph 1. does  
184 not apply if a shared vehicle owner:

185 a. Makes an intentional or fraudulent material  
186 misrepresentation or omission to the peer-to-peer car-sharing  
187 program before the car-sharing period in which the loss occurs;  
188 or

189 b. Acts in concert with a shared vehicle driver who fails  
190 to return the shared vehicle pursuant to the terms of the peer-  
191 to-peer car-sharing program agreement.

192 3. A peer-to-peer car-sharing program shall assume primary  
193 liability for a claim when it is in whole or in part providing  
194 the insurance required under paragraph (2)(a) and:

195 a. A dispute exists as to who was in control of the shared  
196 motor vehicle at the time of the loss; and

197 b. The peer-to-peer car-sharing program does not have  
198 available, did not retain, or fails to provide the information  
199 required under subsection (5).

200

201 The shared vehicle owner's insurer shall indemnify the peer-to-  
 202 peer car-sharing program to the extent of the insurer's  
 203 obligation, if any, under the applicable insurance policy if it  
 204 is determined that the shared vehicle owner was in control of  
 205 the shared motor vehicle at the time of the loss.

206 (b) Vicarious liability.—A peer-to-peer car-sharing  
 207 program and a shared vehicle owner are exempt from vicarious  
 208 liability consistent with 49 U.S.C. s. 30106 (2005) under any  
 209 state or local law that imposes liability solely based on  
 210 vehicle ownership.

211 (c) Exclusions in motor vehicle insurance policies.—An  
 212 authorized insurer that writes motor vehicle liability insurance  
 213 in this state may exclude any and all coverage and the duty to  
 214 defend or indemnify for any claim afforded under a shared  
 215 vehicle owner's motor vehicle insurance policy, including, but  
 216 not limited to:

- 217 1. Liability coverage for bodily injury and property  
 218 damage;
- 219 2. Personal injury protection coverage;
- 220 3. Uninsured and underinsured motorist coverage;
- 221 4. Medical payments coverage;
- 222 5. Comprehensive physical damage coverage; and
- 223 6. Collision physical damage coverage.

224  
 225 This paragraph does not invalidate or limit any exclusion

226 contained in a motor vehicle insurance policy, including any  
227 insurance policy in use or approved for use which excludes  
228 coverage for motor vehicles made available for rent, sharing, or  
229 hire or for any business use.

230 (d) Contribution against indemnification.—A shared vehicle  
231 owner's motor vehicle insurer that defends or indemnifies a  
232 claim against a shared vehicle which is excluded under the terms  
233 of its policy has the right to seek contribution against the  
234 motor vehicle insurer of the peer-to-peer car-sharing program if  
235 the claim is:

236 1. Made against the shared vehicle owner or the shared  
237 vehicle driver for loss or injury that occurs during the car-  
238 sharing period; and

239 2. Excluded under the terms of its policy.

240 (4) NOTIFICATION OF IMPLICATIONS OF LIEN.—At the time a  
241 motor vehicle owner registers as a shared vehicle owner on a  
242 peer-to-peer car-sharing program and before the shared vehicle  
243 owner may make a shared vehicle available for car sharing on the  
244 peer-to-peer car-sharing program, the peer-to-peer car-sharing  
245 program must notify the shared vehicle owner that, if the shared  
246 vehicle has a lien against it, the use of the shared vehicle  
247 through a peer-to-peer car-sharing program, including the use  
248 without physical damage coverage, may violate the terms of the  
249 contract with the lienholder.

250 (5) RECORDKEEPING.—A peer-to-peer car-sharing program

251 shall:

252 (a) Collect and verify records pertaining to the use of a  
253 shared vehicle, including, but not limited to, the times used,  
254 fees paid by the shared vehicle driver, and revenues received by  
255 the shared vehicle owner.

256 (b) Retain the records in paragraph (a) for a time period  
257 not less than the applicable personal injury statute of  
258 limitations.

259 (c) Provide the information contained in the records in  
260 paragraph (a) upon request to the shared vehicle owner, the  
261 shared vehicle owner's insurer, or the shared vehicle driver's  
262 insurer to facilitate a claim coverage investigation.

263 (6) CONSUMER PROTECTIONS.—

264 (a) Disclosures.—Each peer-to-peer car-sharing program  
265 agreement made in this state must disclose to the shared vehicle  
266 owner and the shared vehicle driver:

267 1. Any right of the peer-to-peer car-sharing program to  
268 seek indemnification from the shared vehicle owner or the shared  
269 vehicle driver for economic loss resulting from a breach of the  
270 terms and conditions of the peer-to-peer car-sharing program  
271 agreement.

272 2. That a motor vehicle insurance policy issued to the  
273 shared vehicle owner for the shared vehicle or to the shared  
274 vehicle driver does not provide a defense or indemnification for  
275 any claim asserted by the peer-to-peer car-sharing program.

276 3. That the peer-to-peer car-sharing program's insurance  
277 coverage on the shared vehicle owner and the shared vehicle  
278 driver is in effect only during each car-sharing period and  
279 that, for any use of the shared vehicle by the shared vehicle  
280 driver after the car-sharing termination time, the shared  
281 vehicle driver and the shared vehicle owner may not have  
282 insurance coverage.

283 4. The daily rate, fees, and, if applicable, any insurance  
284 or protection package costs that are charged to the shared  
285 vehicle owner or the shared vehicle driver.

286 5. That the shared vehicle owner's motor vehicle liability  
287 insurance may exclude coverage for a shared vehicle.

288 6. An emergency telephone number of the personnel capable  
289 of fielding calls for roadside assistance and other customer  
290 service inquiries.

291 7. Any conditions under which a shared vehicle driver must  
292 maintain a personal motor vehicle insurance policy with certain  
293 applicable coverage limits on a primary basis in order to book a  
294 shared vehicle.

295 (b) Driver license verification and data retention.-

296 1. A peer-to-peer car-sharing program may not enter into a  
297 peer-to-peer car-sharing program agreement with a driver unless  
298 the driver:

299 a. Holds a driver license issued under chapter 322 which  
300 authorizes the driver to drive vehicles of the class of the

301 shared vehicle;  
302 b. Is a nonresident who:  
303 (I) Holds a driver license issued by the state or country  
304 of the driver's residence which authorizes the driver in that  
305 state or country to drive vehicles of the class of the shared  
306 vehicle; and  
307 (II) Is at least the same age as that required of a  
308 resident to drive; or  
309 c. Is otherwise specifically authorized by the Department  
310 of Highway Safety and Motor Vehicles to drive vehicles of the  
311 class of the shared vehicle.  
312 2. A peer-to-peer car-sharing program shall keep a record  
313 of:  
314 a. The name and address of the shared vehicle driver;  
315 b. The number of the driver license of the shared vehicle  
316 driver and each other person, if any, who will operate the  
317 shared vehicle; and  
318 c. The place of issuance of the driver license.  
319 (c) Responsibility for equipment.—A peer-to-peer car-  
320 sharing program has sole responsibility for any equipment that  
321 is put in or on the shared vehicle to monitor or facilitate the  
322 peer-to-peer car-sharing transaction, including a GPS system.  
323 The peer-to-peer car-sharing program shall indemnify and hold  
324 harmless the shared vehicle owner for any damage to or theft of  
325 such equipment during the car-sharing period which is not caused

326 by the shared vehicle owner. The peer-to-peer car-sharing  
327 program may seek indemnity from the shared vehicle driver for  
328 any damage to or loss of such equipment which occurs during the  
329 car-sharing period.

330 (d) Motor vehicle safety recalls.—At the time a motor  
331 vehicle owner registers as a shared vehicle owner on a peer-to-  
332 peer car-sharing program and before the shared vehicle owner may  
333 make a shared vehicle available for car sharing on the peer-to-  
334 peer car-sharing program, the peer-to-peer car-sharing program  
335 must:

336 1. Verify that the shared vehicle does not have any safety  
337 recalls on the vehicle for which the repairs have not been made;  
338 and

339 2. Notify the shared vehicle owner that if the shared  
340 vehicle owner:

341 a. Has received an actual notice of a safety recall on the  
342 vehicle, he or she may not make a vehicle available as a shared  
343 vehicle on the peer-to-peer car-sharing program until the safety  
344 recall repair has been made.

345 b. Receives an actual notice of a safety recall on a  
346 shared vehicle while the shared vehicle is made available on the  
347 peer-to-peer car-sharing program, he or she shall remove the  
348 shared vehicle as available on the peer-to-peer car-sharing  
349 program as soon as practicably possible after receiving the  
350 notice of the safety recall and until the safety recall repair

351 has been made.

352 c. Receives an actual notice of a safety recall while the  
353 shared vehicle is in the possession of a shared vehicle driver,  
354 he or she shall notify the peer-to-peer car-sharing program  
355 about the safety recall as soon as practicably possible after  
356 receiving the notice of the safety recall, so that he or she may  
357 address the safety recall repair.

358 (7) CONSTRUCTION.—This section does not limit:

359 (a) The liability of a peer-to-peer car-sharing program  
360 for any act or omission of the peer-to-peer car-sharing program  
361 which results in the bodily injury to a person as a result of  
362 the use of a shared vehicle through peer-to-peer car sharing; or

363 (b) The ability of a peer-to-peer car-sharing program to  
364 seek, by contract, indemnification from the shared vehicle owner  
365 or the shared vehicle driver for economic loss resulting from a  
366 breach of the terms and conditions of the peer-to-peer car-  
367 sharing program agreement.

368 Section 2. This act shall take effect March 1, 2021.