

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 peer-to-peer car-sharing programs under certain
13 circumstances; providing exemptions from vicarious
14 liabilities; authorizing motor vehicle insurance
15 policies to exclude specified coverages under certain
16 circumstances; authorizing specified insurers to seek
17 contributions against indemnifications under certain
18 circumstances; providing requirements for
19 notifications of implications of liens; providing
20 requirements for recordkeeping; requiring specified
21 disclosures to shared vehicle drivers and owners;
22 requiring driver license verification and data
23 retention under certain circumstances; providing
24 responsibilities and indemnifications for specified
25 equipment; providing requirements for verification and

26 notification relating to motor vehicle safety recalls;
 27 providing 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, the owner of a for-hire
 77 | vehicle as defined in s. 320.01(15), or a service provider who
 78 | is solely providing hardware or software as a service to a
 79 | person or entity that is not effectuating payment of financial
 80 | consideration for use of a shared vehicle.

81 | (g) "Peer-to-peer car-sharing program agreement" means the
 82 | terms and conditions established by the peer-to-peer car-sharing
 83 | program which are applicable to a shared vehicle owner and a
 84 | shared vehicle driver and which govern the use of a shared
 85 | vehicle through a peer-to-peer car-sharing program. For the
 86 | purposes of this section, the term does not include a rental
 87 | agreement or an agreement for a for-hire vehicle as defined in
 88 | s. 320.01(15) or for a car-sharing service as defined in s.
 89 | 212.0606(2).

90 | (h) "Shared vehicle" means a motor vehicle that is
 91 | available for sharing through a peer-to-peer car-sharing
 92 | program. For the purposes of this section, the term does not
 93 | include a rental car, a for-hire vehicle as defined in s.
 94 | 320.01(15), or a motor vehicle used for ridesharing as defined
 95 | in s. 341.031(9), for carpool as defined in s. 450.28(3), or for
 96 | car-sharing service as defined in s. 212.0606(2).

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

100 | (j) "Shared vehicle owner" means the registered owner, or

101 a natural person or entity designated by the registered owner,
102 of a motor vehicle made available for sharing to shared vehicle
103 drivers through a peer-to-peer car-sharing program. For the
104 purposes of this section, the term does not include an owner of
105 a for-hire vehicle as defined in s. 320.01(15).

106 (2) INSURANCE COVERAGE REQUIREMENTS.—

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

111 a. Property damage liability coverage that meets the
112 minimum coverage amounts required under s. 324.022.

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

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

117 d. Uninsured and underinsured vehicle coverage as required
118 under s. 627.727.

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

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

124 b. Does not exclude the use of a shared vehicle by a
125 shared vehicle driver.

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

128 a. A shared vehicle owner;

129 b. A shared vehicle driver;

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

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

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

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

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

149 c. Notwithstanding any other law, statute, rule, or
150 regulation to the contrary, a peer-to-peer car-sharing program

151 has an insurable interest in a shared vehicle during the car-
152 sharing period. This sub-subparagraph does not create liability
153 for a peer-to-peer car-sharing program for maintaining the
154 coverage required under paragraph (a) and under this paragraph,
155 if applicable.

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

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

161 (II) Liability of the shared vehicle owner;

162 (III) Liability of the shared vehicle driver;

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

164 (V) Damage, loss, or injury to persons or property to
165 satisfy the personal injury protection and uninsured and
166 underinsured motorist coverage requirements of this section.

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

176 (3) LIABILITIES AND INSURANCE EXCLUSIONS.—

177 (a) Liability.—

178 1. A peer-to-peer car-sharing program shall assume
179 liability, except as provided in subparagraph 2., of a shared
180 vehicle owner for bodily injury or property damage to third
181 parties or uninsured and underinsured motorist or personal
182 injury protection losses during the car-sharing period in an
183 amount stated in the peer-to-peer car-sharing program agreement,
184 which amount may not be less than those set forth in ss.
185 324.021(7)(a) and (b), 324.022, 627.727, and 627.736,
186 respectively.

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

189 a. Makes an intentional or fraudulent material
190 misrepresentation or omission to the peer-to-peer car-sharing
191 program before the car-sharing period in which the loss occurs;
192 or

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

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

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

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

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

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

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

- 221 1. Liability coverage for bodily injury and property
222 damage;
223 2. Personal injury protection coverage;
224 3. Uninsured and underinsured motorist coverage;
225 4. Medical payments coverage;

- 226 5. Comprehensive physical damage coverage; and
- 227 6. Collision physical damage coverage.

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229 This paragraph does not invalidate or limit any exclusion
 230 contained in a motor vehicle insurance policy, including any
 231 insurance policy in use or approved for use which excludes
 232 coverage for motor vehicles made available for rent, sharing, or
 233 hire or for any business use.

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

- 240 1. Made against the shared vehicle owner or the shared
 241 vehicle driver for loss or injury that occurs during the car-
 242 sharing period; and
- 243 2. Excluded under the terms of its policy.

244 (4) NOTIFICATION OF IMPLICATIONS OF LIEN.—At the time a
 245 motor vehicle owner registers as a shared vehicle owner on a
 246 peer-to-peer car-sharing program and before the shared vehicle
 247 owner may make a shared vehicle available for car sharing on the
 248 peer-to-peer car-sharing program, the peer-to-peer car-sharing
 249 program must notify the shared vehicle owner that, if the shared
 250 vehicle has a lien against it, the use of the shared vehicle

251 through a peer-to-peer car-sharing program, including the use
252 without physical damage coverage, may violate the terms of the
253 contract with the lienholder.

254 (5) RECORDKEEPING.—A peer-to-peer car-sharing program
255 shall:

256 (a) Collect and verify records pertaining to the use of a
257 shared vehicle, including, but not limited to, the times used,
258 fees paid by the shared vehicle driver, and revenues received by
259 the shared vehicle owner.

260 (b) Retain the records in paragraph (a) for a time period
261 not less than the applicable personal injury statute of
262 limitations.

263 (c) Provide the information contained in the records in
264 paragraph (a) upon request to the shared vehicle owner, the
265 shared vehicle owner's insurer, or the shared vehicle driver's
266 insurer to facilitate a claim coverage investigation.

267 (6) CONSUMER PROTECTIONS.—

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

271 1. Any right of the peer-to-peer car-sharing program to
272 seek indemnification from the shared vehicle owner or the shared
273 vehicle driver for economic loss resulting from a breach of the
274 terms and conditions of the peer-to-peer car-sharing program
275 agreement.

276 2. That a motor vehicle insurance policy issued to the
277 shared vehicle owner for the shared vehicle or to the shared
278 vehicle driver does not provide a defense or indemnification for
279 any claim asserted by the peer-to-peer car-sharing program.

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

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

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

292 6. An emergency telephone number of the personnel capable
293 of fielding calls for roadside assistance and other customer
294 service inquiries.

295 7. Any conditions under which a shared vehicle driver must
296 maintain a personal motor vehicle insurance policy with certain
297 applicable coverage limits on a primary basis in order to book a
298 shared vehicle.

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

300 1. A peer-to-peer car-sharing program may not enter into a

301 peer-to-peer car-sharing program agreement with a driver unless
302 the driver:

303 a. Holds a driver license issued under chapter 322 which
304 authorizes the driver to drive vehicles of the class of the
305 shared vehicle;

306 b. Is a nonresident who:

307 (I) Holds a driver license issued by the state or country
308 of the driver's residence which authorizes the driver in that
309 state or country to drive vehicles of the class of the shared
310 vehicle; and

311 (II) Is at least the same age as that required of a
312 resident to drive; or

313 c. Is otherwise specifically authorized by the Department
314 of Highway Safety and Motor Vehicles to drive vehicles of the
315 class of the shared vehicle.

316 2. A peer-to-peer car-sharing program shall keep a record
317 of:

318 a. The name and address of the shared vehicle driver;

319 b. The number of the driver license of the shared vehicle
320 driver and each other person, if any, who will operate the
321 shared vehicle; and

322 c. The place of issuance of the driver license.

323 (c) Responsibility for equipment.—A peer-to-peer car-
324 sharing program has sole responsibility for any equipment that
325 is put in or on the shared vehicle to monitor or facilitate the

326 peer-to-peer car-sharing transaction, including a GPS system.
327 The peer-to-peer car-sharing program shall indemnify and hold
328 harmless the shared vehicle owner for any damage to or theft of
329 such equipment during the car-sharing period which is not caused
330 by the shared vehicle owner. The peer-to-peer car-sharing
331 program may seek indemnity from the shared vehicle driver for
332 any damage to or loss of such equipment which occurs during the
333 car-sharing period.

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

340 1. Verify that the shared vehicle does not have any safety
341 recalls on the vehicle for which the repairs have not been made;
342 and

343 2. Notify the shared vehicle owner that if the shared
344 vehicle owner:

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

349 b. Receives an actual notice of a safety recall on a
350 shared vehicle while the shared vehicle is made available on the

351 peer-to-peer car-sharing program, he or she shall remove the
352 shared vehicle as available on the peer-to-peer car-sharing
353 program as soon as practicably possible after receiving the
354 notice of the safety recall and until the safety recall repair
355 has been made.

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

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

363 (a) The liability of a peer-to-peer car-sharing program
364 for any act or omission of the peer-to-peer car-sharing program
365 which results in the bodily injury to a person as a result of
366 the use of a shared vehicle through peer-to-peer car sharing; or

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

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