Senators Lee and Brandes moved the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause and insert:

Section 1. The Legislature finds that, absent negligence or criminal conduct by a motor vehicle dealer, or its leasing or rental affiliates, subjecting motor vehicle dealers and their leasing and rental affiliates to vicarious liability under the dangerous instrumentality doctrine when a temporary replacement vehicle is provided to a consumer is both unfair and economically disadvantageous in that it causes dealers and their
affiliates to suffer higher insurance costs, which are then
passed on to consumers. Additionally, application of the
vicarious liability doctrine in such cases often serves to
relieve the actual tortfeasor from liability.

Section 2. Paragraph (c) of subsection (9) of section
324.021, Florida Statutes, is amended to read:

324.021 Definitions; minimum insurance required.—The
following words and phrases when used in this chapter shall, for
the purpose of this chapter, have the meanings respectively
ascribed to them in this section, except in those instances
where the context clearly indicates a different meaning:

(9) OWNER; OWNER/LESSOR.—

(c) Application.—

1. The limits on liability in subparagraphs (b)2. and 3. do
not apply to an owner of motor vehicles that are used for
commercial activity in the owner’s ordinary course of business,
other than a rental company that rents or leases motor vehicles.
For purposes of this paragraph, the term “rental company”
includes only an entity that is engaged in the business of
renting or leasing motor vehicles to the general public and that
rents or leases a majority of its motor vehicles to persons with
no direct or indirect affiliation with the rental company. The
term also includes a motor vehicle dealer that provides
temporary replacement vehicles to its customers for up to 10
days. The term “rental company” also includes:

a. A related rental or leasing company that is a subsidiary
of the same parent company as that of the renting or leasing
company that rented or leased the vehicle.

b. The holder of a motor vehicle title or an equity
interest in a motor vehicle title if the title or equity interest is held pursuant to or to facilitate an asset-backed securitization of a fleet of motor vehicles used solely in the business of renting or leasing motor vehicles to the general public and under the dominion and control of a rental company, as described in this subparagraph, in the operation of such rental company’s business.

2. Furthermore, with respect to commercial motor vehicles as defined in s. 627.732, the limits on liability in subparagraphs (b)2. and 3. do not apply if, at the time of the incident, the commercial motor vehicle is being used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Authorization Act of 1994, as amended, 49 U.S.C. ss. 5101 et seq., and that is required pursuant to such act to carry placards warning others of the hazardous cargo, unless at the time of lease or rental either:

a. The lessee indicates in writing that the vehicle will not be used to transport materials found to be hazardous for the purposes of the Hazardous Materials Transportation Authorization Act of 1994, as amended, 49 U.S.C. ss. 5101 et seq.; or

b. The lessee or other operator of the commercial motor vehicle has in effect insurance with limits of at least $5,000,000 combined property damage and bodily injury liability.

3.a. A motor vehicle dealer, or a motor vehicle dealer’s leasing or rental affiliate, that provides a temporary replacement vehicle at no charge or at a reasonable daily charge to a service customer whose vehicle is being held for repair, service, or adjustment by the motor vehicle dealer is immune
from any cause of action and is not liable, vicariously or
directly, under general law solely by reason of being the owner
of the temporary replacement vehicle for harm to persons or
property that arises out of the use, or operation, of the
temporary replacement vehicle by any person during the period
the temporary replacement vehicle has been entrusted to the
motor vehicle dealer’s service customer if there is no
negligence or criminal wrongdoing on the part of the motor
vehicle owner, or its leasing or rental affiliate.

b. For purposes of this section, and notwithstanding any
other provision of general law, a motor vehicle dealer, or a
motor vehicle dealer’s leasing or rental affiliate, that gives
possession, control, or use of a temporary replacement vehicle
to a motor vehicle dealer’s service customer may not be adjudged
liable in a civil proceeding absent negligence or criminal
wrongdoing on the part of the motor vehicle dealer, or the motor
vehicle dealer’s leasing or rental affiliate, if the motor
vehicle dealer or the motor vehicle dealer’s leasing or rental
affiliate executes a written rental or use agreement and obtains
from the person receiving the temporary replacement vehicle a
copy of the person’s driver license and insurance information
reflecting at least the minimum motor vehicle insurance coverage
required in the state. Any subsequent determination that the
driver license or insurance information provided to the motor
vehicle dealer, or the motor vehicle dealer’s leasing or rental
affiliate, was in any way false, fraudulent, misleading,
nonexistent, canceled, not in effect, or invalid does not alter
or diminish the protections provided by this section, unless the
motor vehicle dealer, or the motor vehicle dealer’s leasing or
rental affiliate, had actual knowledge thereof at the time
possession of the temporary replacement vehicle was provided.

c. For purposes of this subparagraph, the term “service
customer” does not include an agent or a principal of a motor
vehicle dealer or a motor vehicle dealer’s leasing or rental
affiliate, and does not include an employee of a motor vehicle
dealer or a motor vehicle dealer’s leasing or rental affiliate
unless the employee was provided a temporary replacement
vehicle:

(I) While the employee's personal vehicle was being held
for repair, service, or adjustment by the motor vehicle dealer;

(II) In the same manner as other customers who are provided
a temporary replacement vehicle while the customer’s vehicle is
being held for repair, service, or adjustment; and

(III) The employee was not acting within the course and
scope of their employment.

Section 3. This act shall take effect July 1, 2020.
dealers and their affiliates are immune to causes of action and not vicariously or directly liable for harm to persons or property under certain circumstances; providing that specified motor vehicle dealers and their affiliates are not adjudged liable in civil proceedings under certain circumstances; providing applicability; providing an effective date.