

By Representative Bitner

1 A bill to be entitled
2 An act relating to financial responsibility;
3 amending s. 324.021, F.S.; redefining the term
4 "owner/lessor" with respect to statutes
5 governing financial responsibility for the
6 operation of a motor vehicle; providing that a
7 motor vehicle shall not be deemed to be a
8 dangerous instrumentality and the owner or
9 lessor of the vehicle shall not be vicariously
10 liable for certain injuries or damages caused
11 by the operation of the vehicle; providing an
12 effective date.

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14 Be It Enacted by the Legislature of the State of Florida:

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16 Section 1. Subsection (9) of section 324.021, Florida
17 Statutes, is amended to read:

18 324.021 Definitions; minimum insurance required.--The
19 following words and phrases when used in this chapter shall,
20 for the purpose of this chapter, have the meanings
21 respectively ascribed to them in this section, except in those
22 instances where the context clearly indicates a different
23 meaning:

24 (9) OWNER; LESSOR ~~OWNER/LESSOR~~.--

25 (a) Owner.--A person who holds the legal title of a
26 motor vehicle; or, in the event a motor vehicle is the subject
27 of an agreement for the conditional sale or lease thereof with
28 the right of purchase upon performance of the conditions
29 stated in the agreement and with an immediate right of
30 possession vested in the conditional vendee or lessee, or in
31 the event a mortgagor of a vehicle is entitled to possession,

1 then such conditional vendee or lessee or mortgagor shall be
2 deemed the owner for the purpose of this chapter.
3 Notwithstanding any other provision of Florida Statutes or
4 existing case law, a motor vehicle is not a dangerous
5 instrumentality and an owner or lessor shall not be liable for
6 bodily injury, death, or property damage arising from the use
7 of the motor vehicle by an operator.

8 (b) Lessor Owner/Lessor.--A lessor is the person who
9 owns or has legal control of the motor vehicle and under an
10 agreement, permits operators to retain actual physical control
11 of the motor vehicle.~~Notwithstanding any other provision of~~
12 ~~the Florida Statutes or existing case law:~~

13 ~~1. The lessor, under an agreement to lease a motor~~
14 ~~vehicle for 1 year or longer which requires the lessee to~~
15 ~~obtain insurance acceptable to the lessor which contains~~
16 ~~limits not less than \$100,000/\$300,000 bodily injury liability~~
17 ~~and \$50,000 property damage liability or not less than~~
18 ~~\$500,000 combined property damage liability and bodily injury~~
19 ~~liability, shall not be deemed the owner of said motor vehicle~~
20 ~~for the purpose of determining financial responsibility for~~
21 ~~the operation of said motor vehicle or for the acts of the~~
22 ~~operator in connection therewith; further, this subparagraph~~
23 ~~shall be applicable so long as the insurance meeting these~~
24 ~~requirements is in effect. The insurance meeting such~~
25 ~~requirements may be obtained by the lessor or lessee,~~
26 ~~provided, if such insurance is obtained by the lessor, the~~
27 ~~combined coverage for bodily injury liability and property~~
28 ~~damage liability shall contain limits of not less than \$1~~
29 ~~million and may be provided by a lessor's blanket policy.~~

30 ~~2. The lessor, under an agreement to rent or lease a~~
31 ~~motor vehicle for a period of less than 1 year, shall be~~

1 ~~deemed the owner of the motor vehicle for the purpose of~~
2 ~~determining liability for the operation of the vehicle or the~~
3 ~~acts of the operator in connection therewith only up to~~
4 ~~\$100,000 per person and up to \$300,000 per incident for bodily~~
5 ~~injury and up to \$50,000 for property damage. If the lessee or~~
6 ~~the operator of the motor vehicle is uninsured or has any~~
7 ~~insurance with limits less than \$500,000 combined property~~
8 ~~damage and bodily injury liability, the lessor shall be liable~~
9 ~~for up to an additional \$500,000 in economic damages only~~
10 ~~arising out of the use of the motor vehicle. The additional~~
11 ~~specified liability of the lessor for economic damages shall~~
12 ~~be reduced by amounts actually recovered from the lessee, from~~
13 ~~the operator, and from any insurance or self-insurance~~
14 ~~covering the lessee or operator. Nothing in this subparagraph~~
15 ~~shall be construed to affect the liability of the lessor for~~
16 ~~its own negligence.~~

17 3. ~~The owner who is a natural person and loans a motor~~
18 ~~vehicle to any permissive user shall be liable for the~~
19 ~~operation of the vehicle or the acts of the operator in~~
20 ~~connection therewith only up to \$100,000 per person and up to~~
21 ~~\$300,000 per incident for bodily injury and up to \$50,000 for~~
22 ~~property damage. If the permissive user of the motor vehicle~~
23 ~~is uninsured or has any insurance with limits less than~~
24 ~~\$500,000 combined property damage and bodily injury liability,~~
25 ~~the owner shall be liable for up to an additional \$500,000 in~~
26 ~~economic damages only arising out of the use of the motor~~
27 ~~vehicle. The additional specified liability of the owner for~~
28 ~~economic damages shall be reduced by amounts actually~~
29 ~~recovered from the permissive user and from any insurance or~~
30 ~~self-insurance covering the permissive user. Nothing in this~~
31

1 ~~subparagraph shall be construed to affect the liability of the~~
2 ~~owner for his or her own negligence.~~

3 (c) Application.--

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

16 ~~1.2. Furthermore, With respect to commercial motor~~
17 ~~vehicles as defined in s. 627.732, the owner is liable to the~~
18 ~~limits of \$5,000,000 combined property damage and bodily~~
19 ~~injury liability ~~the limits on liability in subparagraphs~~~~
20 ~~(b)2. and 3. do not apply if, at the time of the incident, the~~
21 ~~commercial motor vehicle is being used in the transportation~~
22 ~~of materials found to be hazardous for the purposes of the~~
23 ~~Hazardous Materials Transportation Authorization Act of 1994,~~
24 ~~as amended, 49 U.S.C. ss. 5101 et seq., and that is required~~
25 ~~pursuant to such act to carry placards warning others of the~~
26 ~~hazardous cargo, unless at the time of lease or rental ~~either:~~~~

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

