

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 natural person or entity designated by the registered owner,  
99 of a 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 peer-to-peer car-sharing program for maintaining the

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

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

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

158 (II) Liability of the shared vehicle owner;

159 (III) Liability of the shared vehicle driver;

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

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

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

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

173 (3) LIABILITIES AND INSURANCE EXCLUSIONS.-

174 (a) Liability.-

175 1. A peer-to-peer car-sharing program shall assume

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

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

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

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

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

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

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

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

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

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

- 218 1. Liability coverage for bodily injury and property  
219 damage;  
220 2. Personal injury protection coverage;  
221 3. Uninsured and underinsured motorist coverage;  
222 4. Medical payments coverage;  
223 5. Comprehensive physical damage coverage; and  
224 6. Collision physical damage coverage.  
225

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

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

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

240 2. Excluded under the terms of its policy.

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

251 (5) RECORDKEEPING.—A peer-to-peer car-sharing program  
252 shall:

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

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

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

264 (6) CONSUMER PROTECTIONS.—

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

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

273 2. That a motor vehicle insurance policy issued to the  
274 shared vehicle owner for the shared vehicle or to the shared  
275 vehicle driver does not provide a defense or indemnification for

276 any claim asserted by the peer-to-peer car-sharing program.

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

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

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

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

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

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

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

300 a. Holds a driver license issued under chapter 322 which

301 authorizes the driver to drive vehicles of the class of the  
 302 shared vehicle;  
 303 b. Is a nonresident who:  
 304 (I) Holds a driver license issued by the state or country  
 305 of the driver's residence which authorizes the driver in that  
 306 state or country to drive vehicles of the class of the shared  
 307 vehicle; and  
 308 (II) Is at least the same age as that required of a  
 309 resident to drive; or  
 310 c. Is otherwise specifically authorized by the Department  
 311 of Highway Safety and Motor Vehicles to drive vehicles of the  
 312 class of the shared vehicle.  
 313 2. A peer-to-peer car-sharing program shall keep a record  
 314 of:  
 315 a. The name and address of the shared vehicle driver;  
 316 b. The number of the driver license of the shared vehicle  
 317 driver and each other person, if any, who will operate the  
 318 shared vehicle; and  
 319 c. The place of issuance of the driver license.  
 320 (c) Responsibility for equipment.—A peer-to-peer car-  
 321 sharing program has sole responsibility for any equipment that  
 322 is put in or on the shared vehicle to monitor or facilitate the  
 323 peer-to-peer car-sharing transaction, including a GPS system.  
 324 The peer-to-peer car-sharing program shall indemnify and hold  
 325 harmless the shared vehicle owner for any damage to or theft of

326 such equipment during the car-sharing period which is not caused  
327 by the shared vehicle owner. The peer-to-peer car-sharing  
328 program may seek indemnity from the shared vehicle driver for  
329 any damage to or loss of such equipment which occurs during the  
330 car-sharing period.

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

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

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

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

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

351 notice of the safety recall and until the safety recall repair  
352 has been made.

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

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

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

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

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