

By Senator Brandes

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

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30 relating to motor vehicle safety recalls; providing
31 construction; providing an effective date.
32

33 Be It Enacted by the Legislature of the State of Florida:
34

35 Section 1. Section 627.7483, Florida Statutes, is created
36 to read:

37 627.7483 Peer-to-peer car sharing; insurance requirements.-

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

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

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

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

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

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

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

63 3. The time the shared vehicle owner takes possession and
64 control of the shared vehicle.

65 (e) "Peer-to-peer car sharing" or "car sharing" means the
66 authorized use of a motor vehicle by an individual other than
67 the vehicle's owner through a peer-to-peer car-sharing program.
68 For the purposes of this section, the term does not include the
69 renting of a motor vehicle through a rental car company, the use
70 of a for-hire vehicle as defined in s. 320.01(15), ridesharing
71 as defined in s. 341.031(9), a carpool as defined in s.
72 450.28(3), or the use of a motor vehicle under an agreement for
73 a car-sharing service as defined in s. 212.0606(2).

74 (f) "Peer-to-peer car-sharing program" means a business
75 platform that enables peer-to-peer car sharing by connecting
76 motor vehicle owners with drivers for financial consideration.
77 For the purposes of this section, the term does not include a
78 rental car company, a car-sharing service as defined in s.
79 212.0606(2), a taxicab association, the owner of a for-hire
80 vehicle as defined in s. 320.01(15), or a service provider who
81 is solely providing hardware or software as a service to a
82 person or entity that is not effectuating payment of financial
83 consideration for use of a shared vehicle.

84 (g) "Peer-to-peer car-sharing program agreement" means the
85 terms and conditions established by the peer-to-peer car-sharing
86 program which are applicable to a shared vehicle owner and a
87 shared vehicle driver and which govern the use of a shared

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88 vehicle through a peer-to-peer car-sharing program. For the
89 purposes of this section, the term does not include a rental
90 agreement or an agreement for a for-hire vehicle as defined in
91 s. 320.01(15) or for a car-sharing service as defined in s.
92 212.0606(2).

93 (h) "Shared vehicle" means a motor vehicle that is
94 available for sharing through a peer-to-peer car-sharing
95 program. For the purposes of this section, the term does not
96 include a rental car, a for-hire vehicle as defined in s.
97 320.01(15), or a motor vehicle used for ridesharing as defined
98 in s. 341.031(9), for a carpool as defined in s. 450.28(3), or
99 for a car-sharing service as defined in s. 212.0606(2).

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

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

109 (2) INSURANCE COVERAGE REQUIREMENTS.-

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

114 a. Property damage liability coverage that meets the
115 minimum coverage amounts required under s. 324.022.

116 b. Bodily injury liability coverage limits as described in

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117 s. 324.021(7)(a) and (b).

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

120 d. Uninsured and underinsured vehicle coverage as required
121 under s. 627.727.

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

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

127 b. Does not exclude the use of a shared vehicle by a shared
128 vehicle driver.

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

131 a. A shared vehicle owner;

132 b. A shared vehicle driver;

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

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

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

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

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146 (3) (a) 2.

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

152 c. Notwithstanding any other law, statute, rule, or
153 regulation to the contrary, a peer-to-peer car-sharing program
154 has an insurable interest in a shared vehicle during the car-
155 sharing period. This sub-subparagraph does not create liability
156 for a peer-to-peer car-sharing program for maintaining the
157 coverage required under paragraph (a) and under this paragraph,
158 if applicable.

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

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

164 (II) Liability of the shared vehicle owner;

165 (III) Liability of the shared vehicle driver;

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

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

170 e. Insurance required under paragraph (a), when maintained
171 by a peer-to-peer car-sharing program, may be provided by an
172 insurer authorized to do business in this state which is a
173 member of the Florida Insurance Guaranty Association or an
174 eligible surplus lines insurer that has a superior, excellent,

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175 exceptional, or equivalent financial strength rating by a rating
176 agency acceptable to the office. A peer-to-peer car-sharing
177 program is not transacting in insurance when it maintains the
178 insurance required under this section.

179 (3) LIABILITIES AND INSURANCE EXCLUSIONS.-

180 (a) Liability.-

181 1. A peer-to-peer car-sharing program shall assume
182 liability, except as provided in subparagraph 2., of a shared
183 vehicle owner for bodily injury or property damage to third
184 parties or uninsured and underinsured motorist or personal
185 injury protection losses during the car-sharing period in an
186 amount stated in the peer-to-peer car-sharing program agreement,
187 which amount may not be less than those set forth in ss.
188 324.021(7) (a) and (b), 324.022, 627.727, and 627.736,
189 respectively.

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

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

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

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

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

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

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

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

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

- 223 1. Liability coverage for bodily injury and property
224 damage;
225 2. Personal injury protection coverage;
226 3. Uninsured and underinsured motorist coverage;
227 4. Medical payments coverage;
228 5. Comprehensive physical damage coverage; and
229 6. Collision physical damage coverage.

230
231 This paragraph does not invalidate or limit any exclusion
232 contained in a motor vehicle insurance policy, including any

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233 insurance policy in use or approved for use which excludes
234 coverage for motor vehicles made available for rent, sharing, or
235 hire or for any business use.

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

242 1. Made against the shared vehicle owner or the shared
243 vehicle driver for loss or injury that occurs during the car-
244 sharing period; and

245 2. Excluded under the terms of its policy.

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

256 (5) RECORDKEEPING.—A peer-to-peer car-sharing program
257 shall:

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

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262 (b) Retain the records in paragraph (a) for a time period
263 not less than the applicable personal injury statute of
264 limitations; and

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

269 (6) CONSUMER PROTECTIONS.—

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

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

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

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

289 4. The daily rate, fees, and, if applicable, any insurance
290 or protection package costs that are charged to the shared

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291 vehicle owner or the shared vehicle driver.

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

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

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

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

302 1. A peer-to-peer car-sharing program may not enter into a
303 peer-to-peer car-sharing program agreement with a driver unless
304 the driver:

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

308 b. Is a nonresident who:

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

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

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

318 2. A peer-to-peer car-sharing program shall keep a record
319 of:

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- 320 a. The name and address of the shared vehicle driver;
321 b. The driver license number of the shared vehicle driver
322 and each other person, if any, who will operate the shared
323 vehicle; and
324 c. The place of issuance of the driver license.
325 (c) Responsibility for equipment.—A peer-to-peer car-
326 sharing program has sole responsibility for any equipment that
327 is put in or on the shared vehicle to monitor or facilitate the
328 peer-to-peer car-sharing transaction, including a GPS system.
329 The peer-to-peer car-sharing program shall indemnify and hold
330 harmless the shared vehicle owner for any damage to or theft of
331 such equipment during the car-sharing period which is not caused
332 by the shared vehicle owner. The peer-to-peer car-sharing
333 program may seek indemnity from the shared vehicle driver for
334 any damage to or loss of such equipment which occurs during the
335 car-sharing period.
336 (d) Motor vehicle safety recalls.—At the time a motor
337 vehicle owner registers as a shared vehicle owner on a peer-to-
338 peer car-sharing program and before the shared vehicle owner may
339 make a shared vehicle available for car sharing on the peer-to-
340 peer car-sharing program, the peer-to-peer car-sharing program
341 must:
342 1. Verify that the shared vehicle does not have any safety
343 recalls on the vehicle for which the repairs have not been made;
344 and
345 2. Notify the shared vehicle owner that if the shared
346 vehicle owner:
347 a. Has received an actual notice of a safety recall on the
348 vehicle, he or she may not make a vehicle available as a shared

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349 vehicle on the peer-to-peer car-sharing program until the safety
350 recall repair has been made.

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

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

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

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

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

373 Section 2. This act shall take effect January 1, 2022.