

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

26 | indemnifications for specified equipment; providing
 27 | requirements for verification and notification
 28 | relating to motor vehicle safety recalls; providing
 29 | construction; providing an effective date.

30 |
 31 | Be It Enacted by the Legislature of the State of Florida:
 32 |

33 | Section 1. Section 627.7483, Florida Statutes, is created
 34 | to read:

35 | 627.7483 Peer-to-peer car sharing; insurance
 36 | requirements.-

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

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

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

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

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

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

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

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

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

73 (f) "Peer-to-peer car-sharing program" means a business
74 platform that enables peer-to-peer car sharing by connecting
75 motor vehicle owners with drivers for financial consideration.

76 For the purposes of this section, the term does not include a
77 rental car company, a car-sharing service as defined in s.
78 212.0606(2), a taxicab association, the owner of a for-hire
79 vehicle as defined in s. 320.01(15), or a service provider who
80 is solely providing hardware or software as a service to a
81 person or entity that is not effectuating payment of financial
82 consideration for use of a shared vehicle.

83 (g) "Peer-to-peer car-sharing program agreement" means the
84 terms and conditions established by the peer-to-peer car-sharing
85 program which are applicable to a shared vehicle owner and a
86 shared vehicle driver and which govern the use of a shared
87 vehicle through a peer-to-peer car-sharing program. For the
88 purposes of this section, the term does not include a rental
89 agreement or an agreement for a for-hire vehicle as defined in
90 s. 320.01(15) or for a car-sharing service as defined in s.
91 212.0606(2).

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

99 (i) "Shared vehicle driver" means an individual who has
100 been authorized by the shared vehicle owner to drive the shared

101 vehicle under the peer-to-peer car-sharing program agreement.

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

108 (2) INSURANCE COVERAGE REQUIREMENTS.-

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

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

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

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

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

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

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

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

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

130 a. A shared vehicle owner;

131 b. A shared vehicle driver;

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

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

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

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

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

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

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

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

163 (II) Liability of the shared vehicle owner;

164 (III) Liability of the shared vehicle driver;

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

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

167 satisfy the personal injury protection and uninsured and
168 underinsured motorist coverage requirements of this section.

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

176 program is not transacting in insurance when it maintains the
177 insurance required under this section.

178 (3) LIABILITIES AND INSURANCE EXCLUSIONS.-

179 (a) Liability.-

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

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

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

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

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

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

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

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

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

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

222 1. Liability coverage for bodily injury and property
223 damage;

224 2. Personal injury protection coverage;

225 3. Uninsured and underinsured motorist coverage;

- 226 4. Medical payments coverage;
227 5. Comprehensive physical damage coverage; and
228 6. Collision physical damage coverage.

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

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

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

244 2. Excluded under the terms of its policy.

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

251 vehicle has a lien against it, the use of the shared vehicle
252 through a peer-to-peer car-sharing program, including the use
253 without physical damage coverage, may violate the terms of the
254 contract with the lienholder.

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

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

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

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

268 (6) CONSUMER PROTECTIONS.—

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

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

276 agreement.

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

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

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

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

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

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

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

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

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

307 b. Is a nonresident who:

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

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

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

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

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

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

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

324 (c) Responsibility for equipment.—A peer-to-peer car-
325 sharing program has sole responsibility for any equipment that

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

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

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

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

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

350 b. Receives an actual notice of a safety recall on a

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