

STATE OF NEW YORK

139

2025-2026 Regular Sessions

IN SENATE

(Prefiled)

January 8, 2025

Introduced by Sen. HOYLMAN-SIGAL -- read twice and ordered printed, and when printed to be committed to the Committee on Consumer Protection

AN ACT to amend the general business law and the insurance law, in relation to insurance requirements for third-party food delivery service

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 391-v of the general business law, as added by
2 chapter 693 of the laws of 2021, is amended to read as follows:

3 § 391-v. Third-party food delivery agreements and insurance require-
4 ments. 1. For the purposes of this section, the following terms shall
5 have the following meanings:

6 (a) "Agreement" means a written contractual agreement between a food
7 service establishment and a third-party food delivery service authoriz-
8 ing the inclusion of the food service establishment's products on the
9 third-party food delivery platform.

10 (b) "Delivery available period" means the period when a delivery
11 network driver:

12 (i) has logged on to a digital network;

13 (ii) is available to receive requests to provide delivery services
14 from a delivery network company;

15 (iii) is operating a personal vehicle; and

16 (iv) is not providing delivery services or operating in the delivery
17 service period.

18 (c) "Delivery network company" means a corporation, partnership, sole
19 proprietorship, or other entity that operates in this state and uses a
20 digital network to connect a delivery network company customer to a
21 delivery network driver to provide delivery services.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 (d) "Delivery network company customer" or "customer" means a person
2 who orders goods that are delivered by a delivery network driver at the
3 direction of such person.

4 (e) "Delivery network company seller" means a corporation, partner-
5 ship, sole proprietorship, or other entity that operates in this state
6 and uses a digital network to sell its goods to delivery network company
7 customers, for delivery by delivery network drivers, which may be a food
8 service establishment.

9 (f) "Delivery network driver" means an individual who provides inde-
10 pendent delivery services through a digital network using a personal
11 vehicle.

12 (g) "Delivery services" means the fulfillment of delivery requests
13 made by a customer through a digital network, including the pickup of
14 any goods and the delivery of the goods to a customer by a delivery
15 network driver. Delivery services may include a series of deliveries to
16 different customers, or to different locations at the direction of a
17 customer.

18 (h) "Delivery service period" means the period:

19 (i) beginning when a delivery network driver starts operating a
20 personal vehicle en route to pick up goods for a delivery or series of
21 deliveries as documented via a digital network controlled by a delivery
22 network company;

23 (ii) continuing while the delivery network driver transports the
24 requested delivery or deliveries; and

25 (iii) ending upon delivery of the requested goods to:

26 (A) the delivery network company customer or the last delivery network
27 company customer in a series of deliveries or to a location designated
28 by the delivery network company customer or the last location so desig-
29 nated in a series of deliveries; or

30 (B) a location designated by the delivery network company, including
31 for purposes of returning the goods.

32 (i) "Digital network" means any online-enabled application, software,
33 website, or system offered or utilized by a delivery network company
34 that enables deliveries with delivery network drivers.

35 (j) "Food service establishment" means a place where food is provided
36 for individual portion service directly to the consumer whether such
37 food is provided free of charge or sold, and whether consumption occurs
38 on or off the premises or is provided from a pushcart, stand or vehicle.

39 ~~[(a)]~~ (k) "Personal vehicle" means a motor vehicle or a limited use
40 motorcycle as defined in section one hundred twenty-one-b of the vehicle
41 and traffic law, that is:

42 (i) used by a delivery network driver to provide delivery services;
43 and

44 (ii) owned, leased, or otherwise authorized for use by the delivery
45 network driver.

46 (l) "Third-party food delivery service" means any [~~website, mobile~~
47 ~~application or other internet service~~] digital network operated by a
48 delivery network company that offers or arranges for the sale (including
49 for same-day pickup) or delivery (including same-day delivery) of
50 products (including food and beverages) prepared by, [~~and the same-day~~
51 ~~delivery or same-day pickup of food and beverage from,~~] a food service
52 establishment located in the state.

53 ~~[(d)]~~ (m) "Third-party food delivery platform" means the online or
54 mobile platform of the third-party food delivery service on which a
55 consumer can view products available for sale and place an order for a
56 food service establishment's products.

1 2. (a) A third-party food delivery service shall not list, advertise,
2 promote, or sell a food service establishment's products, or arrange for
3 the delivery of an order of such products, on a third-party food deliv-
4 ery platform without a valid agreement with the food service establish-
5 ment (or an authorized third-party agent or designee) authorizing the
6 inclusion of their products on such platform.

7 (b) An agreement executed in accordance with this section shall not
8 include a provision, clause, or covenant that requires a food service
9 establishment to indemnify a third-party food delivery service, any
10 independent contractor [~~acting on behalf of the~~] providing independent
11 delivery services third-party food delivery service, or any registered
12 agent of the third-party food delivery service, for any damages or harm
13 by an act or omission occurring after the food service establishment's
14 product leaves the place of business of the food service establishment.
15 To the extent an agreement contains such a provision, such provision
16 shall be deemed void and unenforceable.

17 (c) A food service establishment included on a third-party food deliv-
18 ery platform in violation of this section shall have the right to bring
19 an action in a court of competent jurisdiction for damages, penalties as
20 set forth in this section, and injunctive relief. Such court, in its
21 discretion, may also award reasonable court costs and attorneys' fees.

22 [~~(d)~~] 3. (a) A delivery network company shall ensure that, during the
23 delivery available period, if it applies, and during the delivery
24 service period, primary automobile liability insurance is in place that
25 recognizes that the driver is a delivery network driver or that does not
26 exclude coverage for use of a personal vehicle to provide deliveries.

27 (b) During the delivery service period and delivery available period,
28 the delivery network driver, delivery network company, or any combina-
29 tion of the two shall maintain a motor vehicle liability insurance poli-
30 cy that provides the coverage required under article fifty-three of the
31 insurance law during the delivery available period and delivery service
32 period in amounts not less than:

33 (i) For bodily injury and property damage to third parties:

34 (A) fifty thousand dollars (\$50,000) or the amount required under
35 paragraph one of subsection (a) of section five thousand three hundred
36 three of the insurance law, whichever is greater, for all damages aris-
37 ing out of bodily injury sustained by any one person as a result of any
38 one accident;

39 (B) one hundred thousand dollars (\$100,000) or the amount required
40 under paragraph one of subsection (a) of section five thousand three
41 hundred three of the insurance law, whichever is greater, for all
42 damages arising out of bodily injury sustained by all persons as a
43 result of any one accident; and

44 (C) twenty-five thousand dollars (\$25,000) or the amount required
45 under paragraph two of subsection (a) of section five thousand three
46 hundred three of the insurance law, whichever is greater, for all
47 damages arising out of damage to or destruction of property as a result
48 of any one accident.

49 (ii) For basic reparation benefits, the amount set forth in paragraphs
50 three and four of subsection (a) of section five thousand three hundred
51 three of the insurance law.

52 (c) If the insurance coverage maintained by a delivery network driver
53 in accordance with paragraphs (a) and (b) of this subdivision has lapsed
54 or does not provide the required coverage, insurance maintained by the
55 delivery network company shall:

1 (i) provide the coverage required by paragraphs (a) and (b) of this
2 subdivision beginning with the first dollar of a claim; and

3 (ii) have the duty to defend a claim made under the coverage provided
4 under paragraph (b) of this subdivision.

5 (d) Coverage under an automobile insurance policy maintained by the
6 delivery network company shall not be dependent upon another motor vehi-
7 cle liability insurer first denying a claim, nor shall another motor
8 vehicle liability insurance policy be required to first deny a claim.

9 (e) Insurance coverage required by this section may be obtained from
10 an insurance company duly licensed to transact business under the insur-
11 ance laws of this state or by an eligible excess lines broker licensed
12 under section two thousand one hundred five of the insurance law.
13 Insurance coverage required by this section may be obtained through a
14 group policy maintained by the delivery network company.

15 (f) The coverage required pursuant to paragraphs (a) and (b) of this
16 subdivision shall be deemed to meet the requirements for financial
17 responsibility under the vehicle and traffic law.

18 (g) A delivery network driver shall carry proof of insurance required
19 pursuant to paragraphs (a) and (b) of this subdivision at all times
20 while using a personal vehicle in connection with a digital network. In
21 the event of an accident, a delivery network driver shall, upon request,
22 provide insurance coverage information to the directly interested
23 parties, automobile insurers, and investigating law enforcement offi-
24 cers. The insurance coverage information may be displayed or provided
25 in either paper or electronic form as provided by regulation of the
26 commissioner of motor vehicles. A delivery network driver shall, upon
27 request, disclose to the directly interested parties, automobile insur-
28 ers, and investigating law enforcement officers whether the driver was
29 operating during the delivery available period or the delivery service
30 period at the time of the accident.

31 (h) In a claims coverage investigation, a delivery network company or
32 its insurer shall cooperate with all insurers that are involved in the
33 claims coverage investigation to facilitate the exchange of information
34 and shall immediately provide upon request by directly involved parties
35 or any insurer the precise times that a delivery network driver began
36 and ended the delivery available period and/or the delivery service
37 period on the delivery network company's digital network in the twelve-
38 hour period immediately preceding the accident and in the twelve-hour
39 period immediately following the accident. Insurers potentially provid-
40 ing the coverage required by this subdivision shall disclose upon
41 request by any other such insurer involved in the particular claim, the
42 applicable coverages, exclusions, and limits provided under any automo-
43 bile insurance maintained in order to satisfy the requirements of this
44 subdivision.

45 (i) The insurer or insurers of a delivery network company providing
46 coverage under paragraphs (a) and (b) of this subdivision shall assume
47 primary liability for a claim when a dispute exists as to when the
48 delivery available period and/or the delivery service period began or
49 ended and the delivery network company does not have available, did not
50 retain, or fails to provide the information required by paragraph (h) of
51 this subdivision.

52 (j) A delivery network company shall also maintain commercial general
53 liability insurance with a limit of no less than one million dollars for
54 each occurrence and two million dollars aggregate that includes coverage
55 for the delivery network company's liability for injuries arising out of
56 the use of an electric scooter, as defined in section one hundred four-

1 teen-e of the vehicle and traffic law, or bicycle with electric assist,
2 as defined in section one hundred two-c of the vehicle and traffic law.

3 4. (a) A delivery network company shall not be deemed to control,
4 direct, or manage a personal vehicle or delivery network driver that
5 connects to the company's digital network, except where agreed to by
6 written contract.

7 (b) A delivery network company shall not permit a delivery network
8 driver to engage in delivery services on the company's digital network
9 until the company discloses in writing to the driver:

10 (i) the insurance coverage, including the types of coverage and the
11 limits for each coverage, that the company provides while the driver
12 uses a personal vehicle in connection with the company's digital
13 network; and

14 (ii) that the driver's own motor vehicle liability insurance policy
15 might not provide any coverage during a delivery available period, if
16 applicable, or a delivery service period.

17 (c) A delivery network company has no disclosure obligation to any
18 person which is not expressly mandated by this subdivision.

19 5. (a) Nothing in subdivision three or four of this section shall be
20 construed to:

21 (i) invalidate or limit an exclusion contained in a motor vehicle
22 liability insurance policy, including any policy in use or approved for
23 use that excludes coverage for motor vehicles used for delivery, or for
24 any business use; or

25 (ii) invalidate, limit, or restrict an insurer's ability under exist-
26 ing law to underwrite any insurance policy, or cancel and/or non-renew
27 policies.

28 (b) Nothing in subdivision three or four of this section limits the
29 scope of federal or state law regarding the delivery or transport of
30 goods. Deliveries made pursuant to this section that are subject to
31 federal or state law regarding the delivery or transport of goods shall
32 also comply with the requirements of those laws. In the event of a
33 conflict between subdivision three or four of this section and another
34 law dealing with the delivery or transport of goods, the other law
35 prevails.

36 6. (a) Any person that knowingly violates [~~any provision~~] subdivision
37 two of this section shall be subject to a civil penalty of up to one
38 thousand dollars per violation. Each day [~~a~~] that each food service
39 establishment is included on a third-party food delivery platform [~~and~~
40 ~~each food service establishment included on a third-party food delivery~~
41 ~~platform~~] shall be considered a separate violation.

42 (b) The third-party delivery service that violates subdivision three
43 of this section shall be subject to a civil penalty of up to one thou-
44 sand dollars per violation. Each delivery begun or completed without
45 the financial responsibility requirements required by subdivision three
46 of this section shall be considered a separate violation.

47 § 2. The insurance law is amended by adding a new section 3459-a to
48 read as follows:

49 § 3459-a. Delivery service exclusions for motor vehicle insurance
50 policies. (a) The definitions set forth in section three hundred nine-
51 ty-one-v of the general business law shall apply to this section.

52 (b) Notwithstanding any other provision of law to the contrary, an
53 authorized insurer that writes motor vehicle liability insurance in the
54 state may exclude any and all coverage and the duty to defend or indem-
55 nify for any injury or loss that occurs during the delivery available
56 period and the delivery service period, including but not limited to:

1 (1) liability coverage for bodily injury and property damage;
2 (2) coverage provided pursuant to article fifty-one of this chapter;
3 (3) uninsured motorist coverage;
4 (4) supplementary uninsured/underinsured motorist coverage; and
5 (5) motor vehicle physical damage coverage as described in paragraph
6 nineteen of subsection (a) of section one thousand one hundred thirteen
7 of this chapter.

8 (c) Nothing in this article shall invalidate or limit an exclusion
9 contained in a motor vehicle insurance policy, including any insurance
10 policy in use or approved for use that shall exclude coverage for motor
11 vehicles made available for rent, sharing, hire or any business use.

12 (d) Nothing in this section invalidates or limits an exclusion
13 contained in a motor vehicle liability insurance policy, including any
14 insurance policy in use or approved for use that excludes coverage for
15 motor vehicles used for delivery or for any business use.

16 (e) Nothing in this section invalidates, limits or restricts an insurer's
17 ability under existing law to underwrite any insurance policy.
18 Nothing in this section invalidates, limits or restricts an insurer's
19 ability under existing law to cancel and non-renew policies.

20 (f) A motor vehicle liability insurer that defends or indemnifies a
21 claim against a delivery network driver that is excluded under the terms
22 of its policy shall have the right to seek recovery against the insurer
23 providing coverage under paragraphs (a) and (b) of subdivision three of
24 section three hundred ninety-one-v of the general business law if the
25 claim:

26 (i) occurs during the delivery available period or the delivery
27 service period; and

28 (ii) is excluded under the terms of its policy.

29 § 3. Section 3455 of the insurance law, as added by section 6 of part
30 AAA of chapter 59 of the laws of 2017, is amended to read as follows:

31 § 3455. Transportation network company group insurance policies. (a)
32 For purposes of this section, the following definitions shall apply:

33 (1) "Transportation network company" shall have the same meaning as
34 set forth in article forty-four-B of the vehicle and traffic law.

35 (2) "Certificate" or "certificate of insurance" means any policy,
36 contract or other evidence of insurance, or endorsement thereto, issued
37 to a group member under a transportation network company group policy or
38 a delivery network company group policy.

39 (3) "Transportation network company group policy" or "group policy"
40 means a group policy, including certificates issued to the group
41 members, where the group policyholder is a transportation network compa-
42 ny and the policy provides insurance to the transportation network
43 company and to group members:

44 (A) in accordance with the requirements of article forty-four-B of the
45 vehicle and traffic law;

46 (B) of the type described in paragraph thirteen, fourteen, or nineteen
47 of subsection (a) of section one thousand one hundred thirteen of this
48 chapter; and

49 (C) in satisfaction of the financial responsibility requirements set
50 forth in section three thousand four hundred twenty of this article,
51 subdivision four of section three hundred eleven of the vehicle and
52 traffic law, article fifty-one of this chapter, and such other require-
53 ments or regulations that may apply for the purposes of satisfying the
54 financial responsibility requirements with respect to the use or opera-
55 tion of a motor vehicle.

1 (4) "Group member" means a transportation network company driver as
2 defined in article forty-four-B of the vehicle and traffic law, and/or a
3 delivery network driver as defined in section three hundred ninety-one-v
4 of the general business law.

5 (5) "Group policyholder" means a transportation network company
6 and/or a delivery network company.

7 (6) "TNC vehicle" shall have the meaning set forth in article forty-
8 four-B of the vehicle and traffic law.

9 (7) "Delivery network company" shall have the same meaning as set
10 forth in section three hundred ninety-one-v of the general business law.

11 (8) "Delivery network company group policy" means a group policy,
12 including certificates issued to the group members, where the group
13 policyholder is a delivery network company and the policy provides
14 insurance to the delivery network company and to group members;

15 (A) in accordance with the requirements of section three hundred nine-
16 ty-one-v of the general business law;

17 (B) of the type described in paragraph thirteen, fourteen, or nineteen
18 of subsection (a) of section one thousand one hundred thirteen of this
19 chapter; and

20 (C) in satisfaction of the financial responsibility requirements set
21 forth in section three thousand four hundred twenty of this article,
22 subdivision four of section three hundred eleven of the vehicle and
23 traffic law, article fifty-one of this chapter, and such other require-
24 ments or regulations that may apply for the purposes of satisfying the
25 financial responsibility requirements with respect to the use or opera-
26 tion of a motor vehicle.

27 (9) "Personal vehicle" shall have the meaning set forth in section
28 three hundred ninety-one-v of the general business law.

29 (10) "Group policy" means a transportation network company group poli-
30 cy and/or a delivery network company group policy.

31 (b) An insurer may issue or issue for delivery in this state a trans-
32 portation network company group policy to a transportation network
33 company, or a delivery network company group policy to a delivery
34 network company, as a group policyholder only in accordance with the
35 provisions of this section.

36 (c)(1) A transportation network company group policy shall provide
37 coverage for a TNC vehicle in accordance with the requirements of arti-
38 cle forty-four-B of the vehicle and traffic law.

39 (2) A transportation network company group policy may provide:

40 (A) coverage for limits higher than the minimum limits required pursu-
41 ant to article forty-four-B of the vehicle and traffic law.

42 (B) supplementary uninsured/underinsured motorists insurance for bodi-
43 ly injury pursuant to paragraph two of subsection (f) of section three
44 thousand four hundred twenty of this article;

45 (C) supplemental spousal liability insurance pursuant to subsection
46 (g) of section three thousand four hundred twenty of this [~~chapter~~]
47 article; and

48 (D) motor vehicle physical damage coverage as described in paragraph
49 nineteen of subsection (a) of section one thousand one hundred thirteen
50 of this chapter.

51 (3) A delivery network company group policy shall provide coverage for
52 a personal vehicle in accordance with the requirements of section three
53 hundred ninety-one-v of the general business law.

54 (4) A delivery network company group policy may provide:

55 (A) coverage for limits higher than the minimum limits required pursu-
56 ant to section three hundred ninety-one-v of the general business law.

1 (B) supplementary uninsured/underinsured motorists insurance for bodi-
2 ly injury pursuant to paragraph two of subsection (f) of section three
3 thousand four hundred twenty of this article;

4 (C) supplemental spousal liability insurance pursuant to subsection
5 (g) of section three thousand four hundred twenty of this article; and

6 (D) motor vehicle physical damage coverage as described in paragraph
7 nineteen of subsection (a) of section one thousand one hundred thirteen
8 of this chapter.

9 (5) The coverage described in paragraphs one [~~and two~~] through four of
10 this subsection may be provided in one group policy or in separate group
11 policies.

12 [~~(4)~~] (6) A transportation network company group policy, including
13 certificates, or a delivery network company group policy, including
14 certificates, shall be issued by authorized insurers or from excess line
15 brokers pursuant to section sixteen [~~six~~] hundred ninety-three of the
16 vehicle and traffic law.

17 [~~(5)~~] (7) A policyholder also may be an insured under a group policy.

18 (d) The premium for the transportation network company group policy or
19 the delivery network company group policy, including certificates may be
20 paid by the group policyholder from the funds contributed:

21 (1) wholly by the group policyholder;

22 (2) wholly by the group members; or

23 (3) jointly by the group policyholder and the group members.

24 (e) (1) Any policy dividend, retrospective premium credit, or retro-
25 spective premium refund in respect of premiums paid by the group policy-
26 holder may:

27 (A) be applied to reduce the premium contribution of the group policy-
28 holder, but not in excess of the proportion to its contribution; or

29 (B) be retained by the group policyholder.

30 (2) Any policy dividend, retrospective premium credit, or retrospec-
31 tive premium refund not distributed under paragraph one of this
32 subsection shall be:

33 (A) applied to reduce future premiums and, accordingly, future
34 contributions, of existing or future group members, or both; or

35 (B) paid or refunded to those group members insured on the date the
36 payment or refund is made to the group policyholder, if distributed by
37 the group policyholder, or on the date of mailing, if distributed
38 directly by the insurer, subject to the following requirements:

39 (i) The insurer shall be responsible for determining the allocation of
40 the payment of refund to the group members;

41 (ii) If the group policyholder distributes the payment or refund, the
42 insurer shall be responsible for audit to ascertain that the payment or
43 refund is actually made in accordance with the allocation procedure; and

44 (iii) If the group policyholder fails to make the payment or refund,
45 the insurer shall make the payment or refund directly or use the method
46 provided in subparagraph (A) of this paragraph.

47 (3) Notwithstanding paragraphs one and two of this subsection, if a
48 dividend accrues upon termination of coverage under a transportation
49 network company group policy or delivery network company group policy,
50 the premium for which was paid out of funds contributed by group members
51 specifically for the coverage, the dividend shall be paid or refunded by
52 the group policyholder to the group members insured on the date the
53 payment or refund is made to the group policyholder, net of reasonable
54 expenses incurred by the group policyholder in paying or refunding the
55 dividend to such group members.

1 (4) For the purposes of this subsection, "dividend" means a return by
2 the insurer of a transportation network company group policy or delivery
3 network company group policy of excess premiums to the group policyhold-
4 er in light of favorable loss experience, including retrospective premi-
5 um credits or retrospective premium refunds. The term "dividend" does
6 not include reimbursements or fees received by a group policyholder in
7 connection with the operation or administration of a transportation
8 network company group policy or delivery network company group policy,
9 including administrative reimbursements, fees for services provided by
10 the group policyholder, or transactional service fees.

11 (f) The insurer shall treat in like manner all eligible group members
12 of the same class and status.

13 (g) Each policy written pursuant to this section shall provide per
14 occurrence limits of coverage for each group member in an amount not
15 less than that required by this article, and may provide coverage for
16 limits higher than the minimum limits required under the law.

17 (h) (1) The insurer shall be responsible for mailing or delivery of a
18 certificate of insurance to each group member insured under the trans-
19 portation network company group policy or delivery network company group
20 policy, provided, however, that the insurer may delegate the mailing or
21 delivery to the transportation network company or delivery network
22 company. The insurer shall also be responsible for the mailing or
23 delivery to each group member of an amended certificate of insurance or
24 endorsement to the certificate, whenever there is a change in limits;
25 change in type of coverage; addition, reduction, or elimination of
26 coverage; or addition of exclusion, under the transportation network
27 company group policy or certificate or the delivery network company
28 group policy or certificate.

29 (2) The certificate shall contain in substance all material terms and
30 conditions of coverage afforded to group members, unless the transporta-
31 tion network company group policy or delivery network company group
32 policy is incorporated by reference and a copy of the group policy
33 accompanies the certificate.

34 (3) If any coverage afforded to the group member is excess of applica-
35 ble insurance coverage, the certificate shall contain a notice advising
36 the group members that, if the member has other insurance coverage,
37 specified coverages under the transportation network company group poli-
38 cy or delivery network company group policy will be excess over the
39 other insurance.

40 (i) A group policyholder shall comply with the provisions of section
41 two thousand one hundred twenty-two of this chapter, in the same manner
42 as an agent or broker, in any advertisement, sign, pamphlet, circular,
43 card, or other public announcement referring to coverage under a trans-
44 portation network company group policy or certificate or delivery
45 network company group policy or certificate.

46 (j) A transportation network company group policy or delivery network
47 company group policy shall not be subject to section three thousand four
48 hundred twenty-five or section three thousand four hundred twenty-six of
49 this article; provided that the following requirements shall apply with
50 regard to termination of coverage:

51 (1)(A) An insurer may terminate a group policy or certificate only if
52 cancellation is based on one or more of the reasons set forth in subpar-
53 agraph (A) through (D) or (F) through (H) of paragraph one of subsection
54 (c) of section three thousand four hundred twenty-six of this article;
55 provided, however, that an act or omission by a group member that would

1 constitute the basis for cancellation of an individual certificate shall
2 not constitute the basis for cancellation of the group policy.

3 (B) Where the premium is derived wholly from funds contributed by the
4 group policyholder, an insurer may cancel an individual certificate only
5 if cancellation is based on one or more of the reasons set forth in
6 subparagraph (B), (C) or (H) of paragraph one of subsection (c) of
7 section three thousand four hundred twenty-six of this article.

8 (2) (A) An insurer's cancellation of a group policy, including all
9 certificates, shall not become effective until thirty days after the
10 insurer mails or delivers written notice of cancellation to the group
11 policyholder at the mailing address shown in the policy.

12 (i) Where all or part of the premium is derived from funds contributed
13 by the group member specifically for the coverage, the insurer shall
14 also mail or deliver written notice of cancellation of the group policy
15 to the group member at the group member's mailing address. Such cancel-
16 lation shall not become effective until thirty days after the insurer
17 mails or delivers the written notice to the group member.

18 (ii) Where none of the premium is derived from funds contributed by a
19 group member specifically for the coverage, the group policy holder
20 shall mail or deliver written notice to the group member advising the
21 group member of the cancellation of the group policy and the effective
22 date of cancellation. The group policy holder shall mail or deliver the
23 written notice within ninety days after receiving notice of cancellation
24 from the insurer.

25 (B) An insurer's cancellation of an individual certificate shall not
26 become effective until thirty days after the insurer mails or delivers
27 written notice of cancellation to the group member at the group member's
28 mailing address and to the group policyholder at the mailing address
29 shown in the group policy.

30 (3) (A) A group policyholder may cancel a group policy, including all
31 certificates, or any individual certificate, for any reason upon thirty
32 days written notice to the insurer and each group member; and

33 (B) The group policyholder shall mail or deliver written notice to
34 each affected group member of the group policyholder's cancellation of
35 the group policy or certificate and the effective date of cancellation.
36 The group policyholder shall mail or deliver the written notice to the
37 group member's mailing address at least thirty days prior to the effec-
38 tive date of cancellation.

39 (4) (A) Unless a group policy provides for a longer policy period, the
40 policy and all certificates shall be issued or renewed for a one-year
41 policy period.

42 (B) The group policyholder shall be entitled to renew the group policy
43 and all certificates upon timely payment of the premium billed to the
44 group policyholder for the renewal, unless:

45 (i) the insurer mails or delivers to the group policyholder and all
46 group members written notice of nonrenewal, or conditional renewal; and

47 (ii) the insurer mails or delivers the written notice at least thirty,
48 but not more than one hundred twenty days prior to the expiration date
49 specified in the policy or, if no date is specified, the next anniver-
50 sary date of the policy.

51 (5) Where the group policyholder nonrenews the group policy, the group
52 policyholder shall mail or deliver written notice to each group member
53 advising the group member of nonrenewal of the group policy and the
54 effective date of nonrenewal. The group policyholder shall mail or
55 deliver written notice at least thirty days prior to the nonrenewal.

1 (6) Every notice of cancellation, nonrenewal, or conditional renewal
2 shall set forth the specific reason or reasons for cancellation, nonre-
3 newal, or conditional renewal.

4 (7) (A) An insurer shall not be required under this subsection to give
5 notice to a group member if the insurer has been advised by either the
6 group policyholder or another insurer that substantially similar cover-
7 age has been obtained from the other insurer without lapse of coverage.

8 (B) A group policyholder shall not be required under this subsection
9 to give notice to a group member if substantially similar coverage has
10 been obtained from another insurer without lapse of coverage.

11 (8) (A) If, prior to the effective date of cancellation, nonrenewal,
12 or conditional renewal of the group policy, or a certificate, whether
13 initiated by the insurer, group policyholder or by the group member in
14 regard to the group member's certificate, coverage attaches pursuant to
15 the terms of a group policy, then the coverage shall be effective until
16 expiration of the applicable period of coverage provided in the group
17 policy notwithstanding the cancellation, nonrenewal or conditional
18 nonrenewal of the group policy.

19 (B) Notwithstanding subparagraph (A) of this paragraph, an insurer may
20 terminate coverage under an individual certificate on the effective date
21 of cancellation, if the certificate is cancelled in accordance with the
22 provisions of subparagraph (B) of paragraph one of this subsection.

23 (k) Any mailing or delivery to a group member required or permitted
24 under this section may be made by electronic mail if consent to such
25 method of delivery has been previously received from such group member.

26 (l) (1) An insurer may issue a transportation network company group
27 policy to a transportation network company, notwithstanding that it may
28 be a condition of operating a vehicle on the transportation network
29 company's digital network for the TNC driver to participate in such
30 group policy.

31 (2) An insurer may issue a delivery network company group policy to a
32 delivery network company, notwithstanding that it may be a condition of
33 operating a vehicle on the delivery network company's digital network
34 for the delivery network driver to participate in such group policy.

35 (m) An insurer shall not include a mandatory arbitration clause in a
36 policy that provides financial responsibility coverage under this
37 section except as permitted in section five thousand one hundred five of
38 [~~the insurance law~~] this chapter.

39 § 4. This act shall take effect one year after it shall have become a
40 law.