STATE OF NEW YORK

5995

2019-2020 Regular Sessions

IN SENATE

May 16, 2019

Introduced by Sen. BRESLIN -- read twice and ordered printed, and when printed to be committed to the Committee on Insurance

AN ACT to amend the insurance law, the general business law, the tax law and the vehicle and traffic law, in relation to enacting the peer-to-peer car sharing program act

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

Section 1. Short title. This act shall be known and may be cited as the "peer-to-peer car sharing program act".

§ 2. The insurance law is amended by adding a new article 35 to read as follows:

ARTICLE 35

PEER-TO-PEER CAR SHARING PROGRAMS

Section 3501. Definitions.
3502. Requirements for doing business.
3503. Program liability.
3504. Lien implications; notification.
3505. Exclusions for personal motor vehicle liability insurance policy.
3506. Limitations on cancellation of coverage.
3507. Contribution against indemnification.
3508. Insurable interest.
3509. Group insurance for peer-to-peer car sharing programs.

§ 3501. Definitions. As used in this article, the following terms shall have the following meanings:

(a) "Peer-to-peer car sharing" shall mean the authorized use of a shared vehicle by an individual other than the vehicle's owner through a peer-to-peer car sharing program.

(b) "Peer-to-peer car sharing program" or "program" shall mean the institution, sole proprietorship or other entity or person that is responsible for operating, facilitating or administering the means,

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

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digital or otherwise, by which a business platform facilitates peer-to-peer car sharing for financial consideration.

(c) "Peer-to-peer car sharing program agreement" or "agreement" shall mean the terms and conditions that govern the use of a shared vehicle through a peer-to-peer car sharing program.

(d) "Shared vehicle" shall mean a motor vehicle, owned and registered to an individual that is insured or subject to being insured under an owner's policy of motor vehicle liability insurance insuring a single individual, or individuals residing in the same household as the named insured, that is available for sharing through a peer-to-peer car sharing program.

(e) "Shared vehicle driver" shall mean an individual who has been authorized to use a shared vehicle under a peer-to-peer car sharing program agreement.

(f) "Shared vehicle owner" shall mean a registered owner of a shared vehicle made available for use by shared vehicle drivers through a peer-to-peer car sharing program.

(g) "Peer-to-peer car sharing delivery period" shall mean the period of time during which a shared vehicle is being delivered to the location of the peer-to-peer car sharing start time, if applicable, as documented by the governing peer-to-peer car sharing program agreement.

(h) "Peer-to-peer car sharing start time" shall mean the time when the shared vehicle becomes subject to the control of the shared vehicle driver at, or after, the time the peer-to-peer car sharing period is scheduled to begin as documented in the records of a peer-to-peer car sharing program.

(i) "Peer-to-peer car sharing period" shall mean the period of time that shall commence with the peer-to-peer car sharing delivery period or, if there is no peer-to-peer car sharing delivery period, the period of time that shall commence with the peer-to-peer car sharing start time and, in either case, shall end at the peer-to-peer car sharing termination time.

(j) "Peer-to-peer car sharing termination time" shall mean the time when the shared vehicle is either returned to the location designated by the shared vehicle owner through a peer-to-peer car sharing program, or the shared vehicle owner or the shared vehicle owner's authorized designee shall take possession and control of the shared vehicle, and the earliest of the following occurs:

(1) the expiration of the agreed period of time established for the use of a shared vehicle in the governing peer-to-peer car sharing program agreement; or

(2) the intent to terminate the use of the shared vehicle is verifiably communicated by the shared vehicle driver to the shared vehicle owner using the peer-to-peer car sharing program.

§ 3502. Requirements for doing business. (a) No shared vehicle insured or subject to being insured by its registered owner pursuant to a policy of insurance subject to section three thousand four hundred twenty-five or article fifty-three of this chapter shall be classified as a commercial vehicle, for-hire vehicle, permissive use vehicle, taxi-cab or livery solely because its registered owner allows it to be used for peer-to-peer car sharing, as long as all of the following circumstances apply:

(1) the peer-to-peer car sharing is compliant with a peer-to-peer car sharing program as provided for in this article;

(2) the registered owner of the shared vehicle does not knowingly place the vehicle into use as a commercial vehicle or as a vehicle for hire by a shared driver while engaged in peer-to-peer car sharing; and

(3) the number of shared vehicles a single individual or individuals residing in the same household may enroll in any peer-to-peer car sharing program, or combination of programs, does not exceed four vehicles.

(b) A peer-to-peer car sharing program shall, during each peer-to-peer car sharing period for each shared vehicle that it facilitates the use of, do all of the following:

(1) Ensure financial security for the shared vehicle is maintained by the shared vehicle owner, the shared vehicle driver, the peer-to-peer car sharing program, or any combination of the aforementioned, in the form of:

(i) a policy of liability insurance that:

(A) recognizes that the shared vehicle insured under the policy is made available and used through a peer-to-peer car sharing program; and

(B) provides insurance coverage in amounts no less than the minimum amounts provided by section three hundred seventy of the vehicle and traffic law, article fifty-one of this chapter, and other laws of the state with respect to mandatory liability coverage, uninsured and underinsured coverage, and first-party benefits coverage as may be enacted from time to time; or

(ii) a financial security bond, financial security deposit, or qualification as a self-insurer as set forth is section three hundred twelve of the vehicle and traffic law;

(2) Offer shared vehicle owners comprehensive and collision protection for loss or damage to the shared vehicle during the peer-to-peer car sharing period as described in subsections (d), (e) and (f) of section three thousand five hundred nine of this article;

(3) Provide shared vehicle owners with suitable proof of compliance with the insurance requirements of this section, the requirements of sections three hundred eleven and three hundred forty-five of the vehicle and traffic law, and article fifty-one of this chapter, a copy of which shall be made available in the shared vehicle by the shared vehicle owner during the time the shared vehicle is engaged in peer-to-peer car sharing;

(4) Prohibit the shared vehicle from being operated for commercial use or as a vehicle for hire while the shared vehicle is engaged in peer-to-peer car sharing;

(5) Provide the following for each shared vehicle driver, for each peer-to-peer car sharing period:

(i) an insurance identification card as defined in subdivision ten of section three hundred eleven of the vehicle and traffic law, or other documentation which shall be carried in the vehicle at all times during the peer-to-peer car sharing period and clearly demonstrates that the financial security referred to in paragraph one of this subsection is in full force and effect; and

(ii) a toll-free number, email address, or other such form of communication by which a law enforcement police officer, representative of the department of motor vehicles, or other officer of this state or any political subdivision thereof may confirm, in real time, that the financial security provided for in paragraph one of this subsection is in full force and effect;

(6) Require that vehicles made available for peer-to-peer car sharing through the program are limited to shared vehicles;

(7) Collect, maintain for a time period not less than the applicable statute of limitations on personal injury, and make available to the shared vehicle owner, the shared vehicle owner's personal motor vehicle liability insurer, the shared vehicle driver's primary automobile insurer, any excess or umbrella insurers, and any government agency as required by law, within ten business days of a request at the cost of the program, the following information pertaining to incidents which occurred during the peer-to-peer car sharing period:

(i) verifiable records of the peer-to-peer car sharing period for each shared vehicle, and to the extent available, verifiable electronic records of the time, initial and final locations of the vehicle, and miles driven; and

(ii) in instances where an insurance claim has been filed with a group insurer, any and all information relevant to the claim, including but not limited to, payments by the program concerning accidents, damages and injuries; and

(8) Ensure that the shared vehicle owner and the shared vehicle driver are given notice prior to the first use and first operation of a shared vehicle pursuant to a peer-to-peer car sharing program agreement that:

(i) during the peer-to-peer car sharing period, the shared vehicle owner's personal motor vehicle liability insurer may exclude any and all coverage afforded under its policy and the shared vehicle owner's insurer shall have the right to notify its insured that it shall have no duty to indemnify or defend any person or organization for liability for any loss that occurs during the peer-to-peer car sharing period; and

(ii) any financial security, or physical damage protection offered pursuant to paragraph two of subsection (b) of this section, provided by the peer-to-peer car sharing program may not be valid or collectible for damages or losses that occur outside of the peer-to-peer car sharing period.

§ 3503. Program liability. (a) Notwithstanding any other provision of law, or any provision in a shared vehicle owner's policy of motor vehicle liability insurance, in the event of a loss or injury that shall occur during the peer-to-peer car sharing period, the peer-to-peer car sharing program shall be deemed the owner of the shared vehicle and shall be liable for any bodily injury, death, or damage to property in amounts not to exceed those stated in the peer-to-peer car sharing program agreement and not less than those amounts set forth in section three hundred seventy of the vehicle and traffic law, and the peer-to-peer car sharing program shall retain such liability irrespective of a lapse in the group policy or any other insurance policy under which the program is insured, or whether such liability is covered under the group policy or any insurance policy under which the program is insured.

(b) A peer-to-peer car sharing program shall be liable for a shared vehicle during the peer-to-peer car sharing period.

(c) If insurance maintained by a shared vehicle owner or shared car driver pursuant to paragraph one of subsection (b) of section three thousand five hundred two of this article has lapsed or shall not provide the required coverage, the peer-to-peer car sharing program shall provide financial security required by paragraph one of subsection (b) of section three thousand five hundred two of this article on a primary basis.

(d) A peer-to-peer car sharing program shall assume liability for a claim in which a dispute exists regarding who was in control of the vehicle when the loss occurred giving rise to such claim, and the shared vehicle owner's private motor vehicle insurer shall indemnify the peer-

to-peer car sharing program to the extent of its obligation under the applicable insurance policy, if it is determined that the loss occurred outside of the peer-to-peer car sharing period.

(e) In the event that the shared vehicle owner or the shared vehicle owner's personal motor vehicle insurer is named as a defendant in a civil action for a loss or injury that occurs during any time within the peer-to-peer car sharing period, or otherwise under the control of a peer-to-peer car sharing program, the peer-to-peer car sharing program shall have the duty to indemnify the shared vehicle owner and the shared vehicle owner's insurer subject to the provisions of paragraph two of subsection (a) of section three thousand five hundred one of this article.

(f) A motor vehicle liability insurer who defends or indemnifies a claim against a shared vehicle which is excluded under the terms of its policy shall have the right to seek contribution against the peer-to-peer car sharing program or its insurer if the claim is:

(1) made against the shared vehicle owner or the shared vehicle driver for loss or injury which occurs during the car sharing period; and

(2) excluded under the terms of its policy.

(g) A peer-to-peer car sharing program may contractually assume the risk of loss due to physical damage to shared vehicles during the time that such shared vehicles are in the custody of the shared vehicle driver of peer-to-peer car sharing program, and that such assumption of risk:

(1) shall not be deemed to be physical damage insurance; and

(2) shall be provided under the terms set forth in section two hundred twenty-h of the general business law.

§ 3504. Lien implications; notification. When a vehicle owner first registers as a shared vehicle owner on a peer-to-peer car sharing program and prior to such time as when the shared vehicle owner makes a shared vehicle available for peer-to-peer car sharing on the peer-to-peer car sharing program, the peer-to-peer car sharing program shall notify the shared vehicle owner that, if the shared vehicle shall have a lien against it, the use of the shared vehicle through a peer-to-peer car sharing program, including use without physical damage coverage, may violate the terms of the contract with the lienholder.

§ 3505. Exclusions for personal motor vehicle liability insurance policy. (a) Notwithstanding any other provision of law to the contrary, while a shared vehicle is used by or under the control of a shared vehicle driver pursuant to the peer-to-peer car sharing facilitated by a peer-to-peer car sharing program, all of the following shall apply:

(1) the insurer of the shared vehicle on file with the department of motor vehicles may exclude any and all coverage for liability, uninsured, underinsured, collision physical damage and comprehensive physical damage benefits and first-party benefits that may otherwise be afforded pursuant to its policy; and

(2) the shared vehicle owner's personal motor vehicle insurer or insurers shall have the right to notify the insured that there is no duty to defend or indemnify any person or organization for the liability for any loss that shall occur during the peer-to-peer car sharing period.

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

§ 3506. Limitations on cancellation of coverage. (a) Any vehicle owner's policy of insurance which is subject to section three thousand four hundred twenty-five of this chapter shall not be cancelled, voided, terminated, rescinded or non-renewed solely on the basis that the shared vehicle has been made available for peer-to-peer car sharing pursuant to a peer-to-peer car sharing program that is in compliance with the provisions of this article, provided however, that:

(1) the provisions of this subsection shall not pertain to non-renewals in accordance with the provisions of subsection (f) of section three thousand four hundred twenty-five of this chapter;

(2) an insurer may refuse to enroll a shared vehicle in a usage-based insurance program, where such usage-based insurance program continually monitors usage electronically to determine acceleration, braking, miles driven and other indicia of driving behavior, if that shared vehicle is used in a peer-to-peer car sharing program under this article;

(3) an insurer may cancel or non-renew a policy that insures a shared vehicle used in peer-to-peer car sharing, if that shared vehicle is enrolled in such a usage-based insurance program; and

(4) an insurer shall immediately offer the insured a new policy with the same coverages and pre-existing rates, but without enrollment in such usage-based insurance program.

(b) An insurer may limit the number of vehicles which shall be made available for sharing through any combination of peer-to-peer car sharing programs that it shall insure on a single policy.

§ 3507. Contribution against indemnification. A motor vehicle insurer that shall defend or indemnify a claim against a shared vehicle which shall be excluded under the terms of its policy shall have the right to seek contribution against the motor vehicle insurer of the peer-to-peer car sharing program if the claim is both:

(a) made against the shared vehicle owner or the shared vehicle driver for loss or injury which shall occur during the car sharing period; and

(b) excluded under the terms of its policy.

§ 3508. Insurable interest. (a) Notwithstanding any other provision of law to the contrary, a peer-to-peer car sharing program shall have an insurable interest in a shared vehicle during the peer-to-peer car sharing period.

(b) Nothing in this section shall create an obligation for a peer-to-peer car sharing program to provide insurance beyond the requirement to ensure financial security pursuant to the provisions of subsection (b) of section three thousand five hundred two of this article.

§ 3509. Group insurance for peer-to-peer car sharing programs. (a) An insurer who is authorized or eligible to do business in the state may issue, or issue for delivery in this state, a group policy of liability and property and casualty insurance to a peer-to-peer car sharing program to insure such peer-to-peer car sharing program, shared vehicles under the terms and conditions of peer-to-peer car sharing program agreements, shared vehicle drivers and occupants of shared vehicles, as well as the program's agents, employees, directors, officers and assigns, as long as the following requirements are met:

(1) such policy shall provide first party coverage, liability coverage, property coverage, comprehensive coverage, collision coverage, and uninsured/underinsured motorist coverage for a shared vehicle and its authorized operators and occupants for claims and damages resulting from the use or operation of such shared vehicle during the peer-to-peer car sharing period;

(2) such policy shall be primary with respect to any other insurance available to the shared vehicle owner, shared driver or any other operator of the shared vehicle;

(3) such insurer shall comply with the provisions of sections three hundred twelve-a and section three hundred thirteen of the vehicle and traffic law; and

(4) for the purposes of group insurance written under this section only, the rates charged by an insurer for group liability insurance as provided for in this section shall be filed with the department of financial services on a file and use basis.

(b) An insurer which issues an insurance policy described in subsection (a) of this section shall issue such policy identifying the peer-to-peer car sharing program as the named insured, and any such policy shall include a provision that provides coverage, without prior notice to the insurer, for all shared vehicles during the peer-to-peer car sharing period. Such policy shall further include a provision that the shared vehicle drivers, authorized operators and occupants are included as insureds under the policy to the same extent that they would be insured under a private passenger motor vehicle policy issued pursuant to section three thousand four hundred twenty-five of this chapter and section three hundred eleven of the vehicle and traffic law.

(c) A group policy as provided for in subsections (a) and (b) of this section shall only be issued in accordance with the provisions of this article.

(d) An insurer who is authorized or eligible to do business in the state may issue a group policy of physical damage insurance to a peer-to-peer car sharing program and to shared vehicle owners participating in the program, to insure against loss due to physical damage to shared vehicles while the shared vehicles are in the custody of such peer-to-peer car sharing program or a shared vehicle driver. Such group policy shall provide primary coverage for physical damage loss either by collision coverage, comprehensive coverage, or both, to the shared vehicle while it shall be in the custody of the peer-to-peer car sharing program or shared vehicle driver.

(e) If the group coverage provided for in subsection (d) of this section shall be placed with an eligible excess line insurer, compliance with the excess line statutes and regulations of this state shall be performed with respect to the group as a whole and not with respect to individual group members.

(f) An insurer who issues a group insurance policy described in subsection (d) of this section shall issue such policy identifying the peer-to-peer car sharing program as the named insured, and any such policy shall include a provision that provides primary coverage, without prior notice to the insurer, for all shared vehicles during the peer-to-peer car sharing period. Such policy shall also include a provision that claims shall be adjusted pursuant to section three thousand four hundred twelve of this chapter, and it shall further include physical damage coverage for damage or loss to the shared vehicle that shall have been incurred during the peer-to-peer car sharing period at a level no less than that of the amount of third party physical damage coverage.

(g) A group policy, as provided for in subsections (d), (e), and (f) of this section, shall only be issued in accordance with the provisions of this section.

(h) A group policy, as provided for in this section, shall not be dependent on a personal motor vehicle liability insurer first denying a claim, nor shall a personal motor vehicle insurance policy be required

to first deny a claim before the group policy shall afford coverage pursuant to this section.

§ 3. The general business law is amended by adding a new article 12-C to read as follows:

ARTICLE 12-C

PEER-TO-PEER CAR SHARING PROGRAMS

Section 220. Definitions.

220-a. Disclosures.

220-b. Driver's license verification; data retention.

220-c. Responsibility for equipment.

220-d. Safety recalls.

220-e. Discrimination based on age prohibited.

220-f. Discrimination on the basis of credit card ownership prohibited.

220-g. Discrimination in peer-to-peer car sharing prohibited.

220-h. Optional vehicle protection; requirements.

220-i. Rate disclosures.

220-j. Geographical discrimination prohibited.

220-k. Global positioning systems.

220-l. Notice.

220-m. Electronic notice authorized.

220-n. Airport transactions.

220-o. Enforcement.

§ 220. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Peer-to-peer car sharing" shall mean the authorized use of a shared vehicle by an individual other than the vehicle's owner through a peer-to-peer car sharing program.

2. "Peer-to-peer car sharing program" or "program" shall mean the institution, as defined in section one hundred seven of the insurance law, sole proprietorship or other entity or person that is responsible for operating, facilitating or administering the means, digital or otherwise, by which a business platform facilitates peer-to-peer car sharing for financial consideration.

3. "Peer-to-peer car sharing program agreement" or "agreement" shall mean the terms and conditions that govern the use of a shared vehicle through a peer-to-peer car sharing program.

4. "Shared vehicle" shall mean a motor vehicle, owned and registered to an individual that is insured or subject to being insured under an owner's policy of motor vehicle liability insurance insuring a single individual, or individuals residing in the same household as the named insured, that is available for sharing through a peer-to-peer car sharing program.

5. "Shared vehicle driver" shall mean an individual who has been authorized to use a shared vehicle under a peer-to-peer car sharing program agreement.

6. "Shared vehicle owner" shall mean a registered owner of a shared vehicle made available for use by shared vehicle drivers through a peer-to-peer car sharing program.

7. "Peer-to-peer car sharing delivery period" shall mean the period of time during which a shared vehicle is being delivered to the location of the peer-to-peer car sharing start time, if applicable, as documented by the governing peer-to-peer car sharing program agreement.

8. "Peer-to-peer car sharing start time" shall mean the time when the shared vehicle becomes subject to the control of the shared vehicle driver at, or after, the time the peer-to-peer car sharing period is

scheduled to begin as documented in the records of a peer-to-peer car sharing program.

9. "Peer-to-peer car sharing period" shall mean the period of time that shall commence with the peer-to-peer car sharing delivery period or, if there is no peer-to-peer car sharing delivery period, the period of time that shall commence with the peer-to-peer car sharing start time and in either case shall end at the peer-to-peer car sharing termination time.

10. "Peer-to-peer car sharing termination time" shall mean the time when the shared vehicle is either returned to the location designated by the shared vehicle owner through a peer-to-peer car sharing program, or the shared vehicle owner or the shared vehicle owner's authorized designee shall take possession and control of the shared vehicle, and the earliest of the following occurs:

(a) the expiration of the agreed period of time established for the use of a shared vehicle in the governing peer-to-peer car sharing program agreement; or

(b) the intent to terminate the use of the shared vehicle is verifiably communicated by the shared vehicle driver to the shared vehicle owner using the peer-to-peer car sharing program.

11. "Optional vehicle protection" shall:

(a) mean a peer-to-peer car sharing program's agreement not to hold a shared vehicle driver liable for all or part of any damage or loss to the shared vehicle, any loss of use of the shared vehicle, or any storage, impound, towing or administrative charges for which a shared vehicle driver may be liable.

(b) encompass within its meaning other similar terms that may be used in the vehicle renting or sharing industry such as, but not limited to, "collision damage waiver", "CDW", "damage waiver", "loss damage waiver", "LDW", and "physical damage waiver".

12. "Manufacturer's suggested retail price" shall mean the retail price of the motor vehicle suggested by the manufacturer in accordance with the requirements of federal law.

13. "Shared vehicle" shall have the same meaning as set forth in subdivision four of section two hundred twenty of this article, provided however, for the purposes of this section, it shall not include motor vehicles designed primarily for the transportation of property.

§ 220-a. Disclosures. Each peer-to-peer car sharing program agreement made in the state shall disclose to the shared vehicle owner and the shared vehicle driver:

1. any right of the peer-to-peer car sharing program to seek indemnification from the shared vehicle owner or the shared vehicle driver for economic loss sustained by the peer-to-peer car sharing program, resulting from a breach of the terms and conditions of the car sharing program agreement;

2. that a motor vehicle liability insurance policy issued to the shared vehicle owner for the shared vehicle or to the shared vehicle driver shall not provide a defense or indemnification for any claim asserted by the peer-to-peer car sharing program;

3. that the peer-to-peer car sharing program's insurance coverage on the shared vehicle owner and the shared vehicle driver shall be in effect only during each car sharing period and that, for any use of the shared vehicle by the shared vehicle driver after the car sharing termination time, the shared vehicle driver and the shared vehicle owner shall not have insurance coverage;

4. the daily rate, fees, and, if applicable, any insurance or protection package costs that shall be charged to the shared vehicle owner or the shared vehicle driver;

5. that the shared vehicle owner's motor vehicle liability insurance shall not provide coverage for a shared vehicle; and

6. an emergency telephone number to contact personnel capable of fielding roadside assistance and other customer service inquiries.

§ 220-b. Driver's license verification; data retention. 1. A peer-to-peer car sharing program shall not enter into a peer-to-peer car sharing program agreement with a driver unless the driver who will operate the shared vehicle:

(a) holds a valid New York driver's license which authorizes the driver to operate vehicles of the class of the shared vehicle;

(b) is a nonresident who:

(i) holds a valid driver's license issued by the state or country of the driver's residence which authorizes the driver in such state or country to drive vehicles of the class of the shared vehicle; and

(ii) is the age required of a New York resident to operate that class of vehicle; or

(c) is otherwise specifically authorized by a valid license to operate vehicles of the class of the shared vehicle.

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

(a) the name and address of the shared vehicle driver;

(b) the identification number of the driver's license of the shared vehicle driver and each other person, if any, who shall operate the shared vehicle; and

(c) the date and place of issuance of the driver's license for each such vehicle operator.

§ 220-c. Responsibility for equipment. A peer-to-peer car sharing program shall have sole responsibility for any equipment, such as a global positioning system, or GPS, or other special equipment which is put in or on such vehicle to monitor or facilitate the peer-to-peer car sharing transaction, and shall agree to indemnify and hold harmless the shared vehicle owner for any damage to or theft of such equipment during the peer-to-peer car sharing period not caused by such shared vehicle owner. The peer-to-peer car sharing program shall have the right to seek indemnity from the shared vehicle driver for any loss or damage to such equipment that shall occur during the peer-to-peer car sharing period.

§ 220-d. Safety recalls. 1. When a shared vehicle owner initially shall register a vehicle on a peer-to-peer car sharing program, and prior to the time when the shared vehicle owner shall make a shared vehicle available for car sharing on the peer-to-peer car sharing program, the peer-to-peer car sharing program shall:

(a) verify that such shared vehicle is not subject to any open safety recalls for which the recall repair has not been made; and

(b) notify such shared vehicle owner of the requirements under subdivision three of this section.

2. A peer-to-peer car sharing program shall routinely, and in no case less frequently than once in each forty-eight hour period, verify that shared vehicles available for use through the program shall not be subject to open safety recalls. If a shared vehicle available for use through the program is determined to be subject to an open safety recall, the peer-to-peer car sharing company shall immediately remove the shared vehicle from the program until such time as the shared vehicle owner can demonstrate that the necessary recall repair has been made.

3. (a) If a notice of a safety recall has been issued by an automobile manufacturer on the shared vehicle, and such notice is issued in compliance with federal law, it shall be presumed, for the purposes of this section, that the shared vehicle owner shall have received notice of such recall.

(b) If a shared vehicle owner has received notice of a safety recall on a shared vehicle, such shared vehicle owner shall not make such vehicle available as a shared vehicle on a peer-to-peer car sharing program until the necessary safety recall repair has been made.

(c) If a shared vehicle owner has received notice of a safety recall on a shared vehicle while the shared vehicle is available on a peer-to-peer car sharing program, the shared vehicle owner shall remove the shared vehicle from such peer-to-peer car sharing program, as soon as practicable, and in no case longer than seventy-two hours after receipt of such notice, and it shall not be made available thereafter until the necessary repairs under the safety recall shall have been completed.

(d) If a shared vehicle owner has received notice of a safety recall on a shared vehicle while such shared vehicle is in the possession of a shared vehicle driver, the shared vehicle owner shall notify the peer-to-peer car sharing program about the safety recall as soon as practicable, and in no case longer than forty-eight hours after receipt of such notice, so that the shared vehicle driver can be notified and the shared vehicle can be removed from the peer-to-peer car sharing program until the necessary safety recall repair has been made.

§ 220-e. Discrimination based on age prohibited. 1. It shall be unlawful for any person, firm, partnership, association or corporation engaged in the business of peer-to-peer car sharing to refuse to make a shared vehicle available to any person eighteen years of age or older solely on the basis of age, provided that insurance coverage for persons of such age is available. Any actual cost for insurance related to the age of the shared driver may be passed on to such person.

2. A knowing violation of this section shall be punishable by a fine not to exceed five hundred dollars.

§ 220-f. Discrimination on the basis of credit card ownership prohibited. 1. It shall be unlawful for any person, firm, partnership, association or corporation engaged in the business of peer-to-peer car sharing to refuse to make a shared vehicle available to any person solely on the requirement of ownership of a credit card.

2. For the purposes of this section, "credit card" shall mean any credit card, credit plate, charge plate or other identification card or device which is issued by a person to another person as the holder thereof, and may be used by such holder to obtain a cash advance, loan, or credit, or to purchase or rent property or services on the credit of the person issuing the credit card or the holder.

3. A knowing violation of this section shall be punishable by a fine not to exceed one thousand dollars.

§ 220-g. Discrimination in peer-to-peer car sharing prohibited. 1. No person, firm, partnership, association or corporation engaged in the business of peer-to-peer car sharing shall refuse to make a shared vehicle available to any person otherwise qualified because of race, color, ethnic origin, religion, disability, or sex.

2. Any person, firm, partnership, association or corporation engaged in peer-to-peer car sharing found by a court of competent jurisdiction to have violated a provision of this section shall be subject to a penalty of not less than one thousand nor more than twenty-five hundred dollars for each violation.

3. (a) If a peer-to-peer car sharing program shall engage in a persistent or repeated business activity or conduct which discriminates against any individual based on such individual's race, color, ethnic origin, religion, disability, or sex or membership in an otherwise protected class pursuant to federal law, the attorney general may apply, in the name of the people of the state of New York, to the supreme court of the state of New York, on five-day's notice, for an order enjoining the continuance of such business activity and directing restitution and damages. In any such proceeding, the attorney general may seek a civil penalty not to exceed five thousand dollars per violation and may recover costs pursuant to paragraph six of subdivision (a) of section eighty-three hundred three of the civil practice law and rules.

(b) The term "persistent" as used in this subdivision shall include the continuance or carrying on of any such business activity or conduct.

(c) The term "repeated" as used in this subdivision shall include repetition of any separate and distinct business activity or conduct which shall affect more than one person.

(d) The term "business activity" as used in this subdivision shall include policies and/or standard practices of the peer-to-peer car sharing program.

(e) In connection with any such application, the attorney general is authorized to take proof, make a determination of the relevant facts and to issue subpoenas in accordance with the civil practice law and rules. If the attorney general shall bring an action or proceeding under this section, such authorization shall not terminate due to such action or proceeding being brought.

§ 220-h. Optional vehicle protection; requirements. 1. (a) (i) A peer-to-peer car sharing program shall not charge more than the following amounts based on a full or partial twenty-four hour day for optional vehicle protection:

(A) nine dollars if the manufacturer's suggested retail price of the shared vehicle is not greater than twenty thousand dollars;

(B) twelve dollars if the manufacturer's suggested retail price of the shared vehicle is greater than twenty thousand dollars but not greater than thirty-five thousand dollars; and

(C) fifteen dollars if the manufacturer's suggested retail price of the shared vehicle is greater than thirty-five thousand dollars but not greater than fifty thousand dollars.

(ii) The amount that may be charged for a shared vehicle with a manufacturer's suggested value of greater than fifty thousand dollars shall not be subject to a maximum dollar amount but shall be subject to the fair market value as determined by the peer-to-peer car sharing program or shared vehicle owner.

(b) A peer-to-peer car sharing program shall not sell optional vehicle protection unless the shared vehicle driver agrees to the purchase of such protection in writing at or prior to the time the peer-to-peer car sharing agreement is executed.

(c) A peer-to-peer car sharing program shall not void optional vehicle protection except for one or more of the following reasons:

(i) the damage or loss is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver;

(ii) the damage or loss arises out of the driver's operation of the vehicle while intoxicated or unlawfully impaired by the use of alcohol or drugs;

(iii) the peer-to-peer car sharing program entered into the peer-to-peer car sharing agreement based on fraudulent or materially false information supplied by the shared vehicle driver;

(iv) the damage or loss arises out of the use of the vehicle while engaged in the commission of a crime other than a traffic infraction;

(v) the damage or loss arises out of the use of the shared vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off-road, or for driver's training;

(vi) the damage or loss arises out of the use of the shared vehicle by a person other than: (1) the shared vehicle driver; (2) the shared vehicle driver's child over the age of eighteen or a parent or parent-in-law of the shared vehicle driver, provided such child, parent or parent-in-law is properly licensed to operate a motor vehicle and resides in the same household as the shared vehicle driver; or (3) a parking valet or parking garage attendant for compensation and in the normal course of employment;

(vii) the damage or loss arises out of the use of the shared vehicle outside of the continental United States when that use is not specifically authorized by the peer-to-peer car sharing agreement; or

(viii) the shared vehicle driver or his or her child over the age of eighteen or a parent or parent-in-law of the shared vehicle driver have failed to comply with the requirements for reporting damage or loss as set forth in subdivision five of this section.

(d) A shared driver may void optional vehicle protection at no charge within twenty-four hours of purchase provided that the customer: (i) has entered into a peer-to-peer car sharing agreement with a term of two or more days, (ii) appears in person before the shared vehicle owner together with the vehicle that shall be subject to inspection, and (iii) signs a cancellation form provided by the peer-to-peer car sharing program.

(e) After twenty-four hours of purchase, a customer may prospectively terminate optional vehicle protection at any time, provided the customer: (i) appears in person before the shared vehicle owner together with the vehicle that shall be subject to inspection; (ii) voids the optional vehicle protection in writing; and (iii) pays the optional vehicle protection charge for any full or partial day or portion of a day during which the optional vehicle protection was in effect.

2. Subject to the provisions of subdivisions six, seven, and eight of this section, a peer-to-peer car sharing program may hold a shared vehicle driver liable for actual damage to, or loss of, a shared vehicle, provided that:

(a) any claim for such damage shall be based on a physical inspection and shall be made upon the return of such shared vehicle; and

(b) any charge for repair of such damage shall be limited to actual and reasonable costs and shall be assessed and billed separately and apart from the peer-to-peer car sharing agreement.

3. (a) Any peer-to-peer car sharing program which states or permits to be stated the costs of a shared vehicle in any advertisement shall state conspicuously, in plain language and in conjunction with the advertised cost of the shared vehicle and the daily rate of the applicable optional vehicle protection, that the rate constitutes an additional daily charge to the shared vehicle driver, that the purchase of such protection is optional, and that prospective shared vehicle drivers should examine their credit card protections and automobile insurance policies for coverage.

(b) Where a written advertisement, including all print media, contains the statement of the cost of the shared vehicle, the disclosure required by this section shall be printed in type no less than size twelve-point font.

(c) When the website of a peer-to-peer car sharing program or the video presentation of a television or internet advertisement by such peer-to-peer car sharing program contains the written statement of the cost of a shared vehicle, the depiction of such cost of the optional vehicle protection shall be clear and conspicuous.

(d) When a radio advertisement or the audio presentation of a television advertisement contains the statement of the cost of a shared vehicle, the oral statement of such cost shall immediately be accompanied by an oral statement of the cost of the optional vehicle protection.

(e) When a telephone, internet or other inquiry for the cost of a shared vehicle is made to a peer-to-peer car sharing program which involves an interaction with a representative of a peer-to-peer car sharing program, the representative of such peer-to-peer car sharing program shall, in response to the inquiry, advise that additional optional products that may be offered by such peer-to-peer car sharing program shall not be included in the daily rate. If an inquiry is made regarding optional vehicle protection, the representative shall provide the cost of the optional vehicle protection and state that the purchase of such protection is optional and that the shared vehicle driver's personal automobile insurance or credit card may provide coverage.

(f) Any peer-to-peer car sharing program that offers optional vehicle protection to a shared vehicle driver shall disclose to such person the following information on its website:

"NOTICES

THE FOLLOWING IS A GENERAL SUMMARY OF SHARED DRIVERS' RIGHTS AND OBLIGATIONS. FOR COMPLETE DETAILS, REFER TO THE PEER-TO-PEER CAR SHARING AGREEMENT.

OPTIONAL VEHICLE PROTECTION (OVP): This contract offers, for an additional charge, OVP to cover your financial responsibility for damage or loss to the shared vehicle. OVP is also commonly referred to as a "collision damage waiver". The purchase of OVP is optional and may be declined. Before deciding whether to purchase OVP, you may wish to determine whether your credit card, or the vehicle insurance maintained by yourself or someone in your household, affords you any coverage for damage to the shared vehicle, and the amount of deductible under any such coverage.

OVP - WHEN VOID: OVP is void and shall not apply to the following situations:

1. If the damage or loss is caused as a result of the shared vehicle driver's intentional acts; willful, wanton, or reckless conduct of the driver; or operation of the shared vehicle while intoxicated or unlawfully impaired by the use of alcohol or drugs;

2. The peer-to-peer car sharing program entered into the peer-to-peer sharing agreement based on fraudulent or materially false information supplied by the shared vehicle driver;

3. The damage or loss arises out of the use of the shared vehicle:

(a) while engaged in the commission of a crime, other than a traffic infraction;

(b) to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training;

(c) by a person other than: (1) the shared vehicle driver; (2) the shared vehicle driver's child over the age of eighteen or a parent or parent-in-law of the shared vehicle driver, provided such child, parent or parent-in-law is properly licensed to operate a motor vehicle and resides in the same household as the shared vehicle driver; or (3) a parking valet or parking garage attendant for compensation and in the normal course of employment;

(d) outside of the continental United States when not specifically authorized by the peer-to-peer car sharing agreement;

(e) where the shared vehicle driver, or his or her child over the age of eighteen or a parent or parent-in-law of such shared vehicle driver failed to comply with the requirements for reporting damage or loss as set forth in law.

OVP - DAMAGE REPORTING REQUIREMENTS: If the shared vehicle sustains damage or loss, the shared vehicle driver is required to complete and return an incident report notice to the peer-to-peer car sharing program.

OVP - RIGHT TO INSPECT VEHICLE DAMAGES: The shared vehicle driver and his or her insurer have the right to request an inspection of the shared vehicle damages within seventy-two hours of the return of the vehicle. Failure of the shared vehicle driver or his or her insurer to request such inspection within seventy-two hours of return shall be deemed a waiver of such person or entity's right to inspect the damaged vehicle.

THEFT OF THE SHARED VEHICLE: If the shared vehicle is stolen during the term of a peer-to-peer car sharing agreement, a shared vehicle driver must report the theft of the shared vehicle to the peer-to-peer car sharing program and a law enforcement agency within twelve hours of learning of such theft."

(g) The following disclosure notice shall be made on the face of the peer-to-peer car sharing agreement either by stamp, label or as part of the written contract or on any other written document provided to the shared vehicle driver upon execution of such contract, and shall be set apart in boldface type and in no smaller print than twelve-point font:

"NOTICE: This agreement offers, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the shared vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this protection if you have coverage provided by your credit card or automobile insurance policy that will cover the shared vehicle. Before deciding whether to purchase optional vehicle protection, you may wish to determine whether your credit card or your vehicle insurance affords you coverage for damage to the shared vehicle and the amount of deductible under such coverage."

(h) The peer-to-peer car sharing agreement shall also include in boldface type and in no smaller print than twelve-point font and, in plain language, the conditions and exclusions set forth in paragraph (c) of subdivision one of this section. Upon identification by the shared vehicle owner or the peer-to-peer car sharing program of damage to the shared vehicle, such peer-to-peer car sharing program shall inform such shared vehicle driver of his or her right to inspect the vehicle, and the procedures and time-frames for doing so, pursuant to paragraphs (b) and (c) of subdivision five of this section.

4. (a) Upon identification of damage by the shared vehicle owner or peer-to-peer car sharing program at the time of return of the shared vehicle, termination of the peer-to-peer car sharing agreement, or within ten days if an inspection for damage is precluded because the shared vehicle is returned by automation, returned after-hours, or recovered by the shared vehicle owner or peer-to-peer car sharing program, the peer-to-peer car sharing program shall furnish an incident report form and a notice, pursuant to this paragraph, of the obligation of the shared vehicle driver to execute and return to the peer-to-peer car sharing program a complete and accurate incident report describing any physical and/or mechanical damage. If the shared vehicle is returned by automation, returned after-hours, or recovered by the shared vehicle owner or peer-to-peer car sharing program, such incident report form and notice shall be mailed by overnight delivery service or certified mail, return receipt requested, and another copy of such notification shall be sent by regular mail. The peer-to-peer car sharing program shall retain a copy of such notice and the certified mail return receipt for a period of six years.

(b) Within seventy-two hours of receipt of the incident report form and notice, either the shared vehicle driver or his or her insurer must notify or send notice to the peer-to-peer car sharing program that either he, she, or the insurer wishes to inspect the damaged vehicle. If the shared vehicle driver or his or her insurer does not notify or send a request for this inspection within the seventy-two-hour period, he, she, or the insurer shall be deemed to have waived such right.

(c) If the shared vehicle driver shall decline or fail to complete and return the incident report required pursuant to paragraph (a) of this subdivision, the peer-to-peer car sharing program shall, no sooner than ten days after the mailing of notification pursuant to such paragraph (a), mail another copy of the incident report together with a letter stating that the shared vehicle driver has declined or otherwise failed to complete and return the incident report. Such mailing shall be by overnight delivery service or certified mail, return receipt requested, and another copy of such notification by regular mail, with proof of mailing by production of a certificate of mailing from the post office. When a request to inspect the vehicle shall have been timely made by the shared vehicle driver or his or her insurer, the inspection shall be completed within seven days of such request. If the peer-to-peer car sharing program determines the damaged vehicle to be a total loss and subject to salvage, such seventy-two hour period for notification or waiver of the wish to inspect the damaged vehicle shall not apply, and the shared vehicle driver or his or her insurer shall have ten business days from the shared vehicle driver's receipt of notification from the peer-to-peer car sharing program pursuant to paragraph (a) of this subdivision to inspect the damaged vehicle, unless the peer-to-peer car sharing program agrees to provide access to such damaged vehicle beyond the ten business days provided herein. Within the limits provided in this paragraph, the peer-to-peer car sharing program shall identify the repairer of, and provide access to, the damaged vehicle, in order to verify the nature and extent of damages, repairs and repair costs, and/or repair estimates.

(d) All notices shall be mailed to the address of the shared vehicle driver as stated on his or her license, or other address as designated by him or her in the peer-to-peer car sharing agreement.

(e) The shared vehicle driver shall complete and return the incident report required by paragraph (a) of this subdivision within ten days of the receipt of the notice required by such paragraph.

(f) The notice required by this subdivision shall be in at least twelve-point bold face type and shall contain the statement: "Failure to completely and accurately fill out and return an incident report within ten days of receipt of this notice may make the shared vehicle driver liable for damages sustained to the shared vehicle. Except where the damaged vehicle is determined to be a total loss and subject to salvage, the shared vehicle driver or his or her insurer has seventy-two hours from the return or recovery of the vehicle to notify the peer-to-peer car sharing program that he or she wishes to inspect the damaged vehicle. The inspection must be completed within seven business days of the request to inspect the shared vehicle. If the peer-to-peer car sharing program does not receive notification from the shared vehicle driver or his or her insurer requesting such inspection within the seventy-two-hour period, the shared vehicle driver and his or her insurer will be deemed to have waived this right. If the peer-to-peer car sharing program determines the damaged vehicle to be a total loss and subject to salvage, such seventy-two-hour period for notification or waiver of the wish to inspect the damaged vehicle shall not apply, and such right to inspect the damaged vehicle shall expire ten business days from the shared vehicle driver's receipt of this notice from the peer-to-peer car sharing company. Upon request of the shared vehicle driver or his or her insurer, we will provide a copy of the professional estimate of the costs of repairing the damaged motor vehicle." Information that is provided in response to a request by a peer-to-peer car sharing program, but that is not provided on an incident report form, shall satisfy any reporting obligation of a shared vehicle driver if such response substantially complies with the applicable requirements of this section. If additional information is reasonably required by the peer-to-peer car sharing program in order to adjust any claim of loss, same shall be requested of the shared vehicle driver as soon as reasonably practicable, who shall respond to same as soon as reasonably practicable.

(g) (i) For purposes of this subdivision, each of the following shall constitute an "incident report form":

(A) a motor vehicle accident report pursuant to section six hundred five of the vehicle and traffic law; or

(B) any similar appropriate form furnished by the peer-to-peer car sharing program.

(ii) An incident report form described in clause (B) of subparagraph (i) of this paragraph:

(A) shall be sent or given to a shared vehicle driver with a request that he or she provide information pursuant to this section concerning damage to a vehicle possessed by a shared vehicle driver; and

(B) such form may also be made available as a fill-in form on the peer-to-peer car sharing program's website, and the shared vehicle driver shall be advised of the availability of such web-based fill-in form when a request for incident information is made pursuant to this subdivision.

(h) If the shared vehicle driver is physically incapable of completing the report, the requirements of this subdivision shall lapse until after he or she is able to complete the report and is notified that he or she shall complete and return the report as required by paragraph (b) of this subdivision.

(i) The peer-to-peer car sharing program shall, at least twenty days prior to commencing an action against the shared vehicle driver, provide him or her an additional opportunity to complete and submit the incident report by providing a second notice, along with another incident report form, by certified mail, return receipt requested, and another copy of such notice and report form by regular mail, with proof of mailing by production of a certificate of mailing. If such shared vehicle driver sends the peer-to-peer car sharing program a completed incident report within fifteen days of the receipt of the notice, the provisions of this subdivision shall be deemed satisfied.

5. (a) A peer-to-peer car sharing program may hold a shared vehicle driver liable to the extent permitted under this chapter for physical or mechanical damage to the shared vehicle that occurs during the time the shared vehicle is under the peer-to-peer car sharing agreement; provided, however, that a shared vehicle driver shall not be liable for any normal wear and tear or mechanical damage that could reasonably be expected from normal use of the vehicle. For the purposes of this subdivision, the term "normal wear and tear" shall mean the deterioration of the condition of the vehicle or its component parts due to repetitive use and does not include damage that materially diminishes the value of the vehicle and arises from a specific occurrence or accident during the time the shared vehicle is subject to the peer-to-peer car sharing agreement; and the term "actual and reasonable costs" shall mean the cost to repair the shared vehicle including all discounts and price adjustments available to the peer-to-peer car sharing program and shall include costs for towing, storage, and impound fees where applicable.

(b) The total liability of a shared vehicle driver under paragraph (a) of this subdivision for damage to a shared vehicle shall not exceed the lesser of:

(i) the actual and reasonable costs that the peer-to-peer car sharing program incurred to repair the motor vehicle or that the peer-to-peer car sharing program would have incurred if the motor vehicle had been repaired, which shall reflect any discounts, price reductions, or adjustments available to the peer-to-peer car sharing program; or

(ii) the fair market value of the shared vehicle immediately before the damage occurred, as determined in the applicable market for the retail sale of the shared vehicle, less any net disposal proceeds.

(c) The total liability of a shared vehicle driver under paragraph (a) of this subdivision for loss of a shared vehicle shall not exceed reasonable costs incurred by the peer-to-peer car sharing program for such loss due to theft of such shared vehicle up to its fair market value, as determined by the applicable market for the retail sale of such vehicle if it is established that such shared vehicle driver failed to exercise reasonable care or that such shared vehicle driver committed, or aided or abetted in the commission of, the theft of such shared vehicle.

(d) Damages incurred for the loss of use of a shared vehicle and related administrative fees shall not be recovered from any shared vehicle driver or his or her insurer.

(e) A peer-to-peer car sharing program shall not hold a shared vehicle driver liable for any amounts that the peer-to-peer car sharing program recovers from any other party.

(f) A peer-to-peer car sharing program shall not collect or attempt to collect the amount described in paragraph (b) of this subdivision unless the peer-to-peer car sharing program:

(i) obtains an estimate from a repair company or an appraiser in the business of providing such appraisals regarding the cost of repairing such shared vehicle;

(ii) provides a copy of such estimate and photographic evidence upon request to such shared vehicle driver, as applicable who shall be liable under paragraph (a) of this subdivision, and the insurer of such shared vehicle driver; and

(iii) submits a copy of such estimate with any claim to collect the amount described in paragraph (b) of this subdivision.

(g) A claim against a shared vehicle driver resulting from damage or loss to a shared vehicle shall be reasonable and reflect the value of the actual loss incurred. A peer-to-peer car sharing program shall mitigate damages where possible and shall not assert or collect any claim for physical damage which exceeds the amount authorized under paragraph (b) of this subdivision.

(h) If insurance coverage exists under an applicable insurance policy of the driver of a shared vehicle, such driver may require that the peer-to-peer car sharing program submit any claims to such driver's insurance carrier. Upon the request of a shared vehicle driver, the peer-to-peer car sharing program shall submit any claims to such driver's insurance carrier and shall not make any written or oral representations to the contrary, nor shall it make any written or oral representations that it shall not negotiate with such driver's insurance carrier.

6. (a) No peer-to-peer car sharing program shall collect or charge any security, deposit, or payment for damage in any form, by credit card, debit card or otherwise, or report the debt to any consumer reporting agency, as defined in subdivision (e) of section three hundred eighty-a of this chapter, during the term of the peer-to-peer car sharing agreement, pending resolution of any dispute, or prior to obtaining judgment in a court of competent jurisdiction.

(b) No peer-to-peer car sharing program shall require a deposit or an advance charge against the credit card or debit card of a shared vehicle driver, in any form, for damages to a shared vehicle which is in the shared vehicle driver's possession or control.

(c) No peer-to-peer car sharing program shall collect or charge any payment from a shared vehicle driver for damage to a shared vehicle upon return or recovery of such vehicle in a damaged condition, until after the cost of the damage to such vehicle and liability therefor is agreed to between such peer-to-peer car sharing program and a shared vehicle driver or his or her insurer, or is determined pursuant to law or sharing agreement provisions consistent with law and the rights and obligations set forth in this section; provided, however, that a peer-to-peer car sharing program is not precluded from presenting a claim to a shared vehicle driver and his or her insurer pursuant to other provisions of this section.

(d) Causes of action concerning the existence of, liability for, and extent and cost of damage to such vehicle shall, where appropriate, be commenced by a peer-to-peer car sharing program in a court of competent jurisdiction, in accordance with the limitations and jurisdiction of the appropriate court act, provided the claimant has first mailed a demand letter. A demand letter sent by the peer-to-peer car sharing program pursuant to this paragraph shall contain: (i) the name and post office address of such peer-to-peer car sharing program, and of its attorney, if any; (ii) the nature of such claim; (iii) the time when, the place where and the manner in which such claim arose, if known, or if not

known, the time when and place where the damage was discovered by the shared vehicle owner or peer-to-peer car sharing program; and (iv) the items of damage or injuries claimed to have been sustained, accompanied by supporting documentation, such as repair bills, invoices and estimates in the possession of or available to such peer-to-peer car sharing program. Such demand letter shall be served upon such shared vehicle driver and his or her insurer in a manner reasonably designed to give actual notice, via regular and certified mail, return receipt requested. Nothing contained herein shall prohibit a peer-to-peer car sharing program and a shared vehicle driver or his or her insurer from entering into an agreement after a claim of loss to submit the matter to arbitration or mediation.

7. No peer-to-peer car sharing program shall hold any shared vehicle driver liable for any damage to, or loss of, a shared vehicle, as provided by this section, unless such peer-to-peer car sharing program prominently discloses, in the peer-to-peer car sharing agreement, in at least twelve point bold face display, the nature and extent of such liability and such driver's rights and responsibilities pursuant to paragraph (c) of subdivision one of this section and paragraph (g) of subdivision three of this section.

8. A shared vehicle driver shall provide notice to the peer-to-peer car sharing platform and appropriate law enforcement agency within twelve hours of learning of the theft of a shared vehicle.

§ 220-i. Rate disclosures. No peer-to-peer car sharing program shall advertise or quote a rate that does not include all charges, except taxes or optional items and/or services or any mileage charge, which the shared vehicle driver must pay to obtain access to the vehicle.

§ 220-j. Geographical discrimination prohibited. It shall be unlawful for any peer-to-peer car sharing program to engage in any of the following practices solely on the basis of the geographical location of the residence of a New York state resident attempting to enter into a peer-to-peer car sharing agreement:

1. refusing to allow participation in such peer-to-peer car sharing program;

2. imposing any additional charge for peer-to-peer car sharing of a shared vehicle; or

3. imposing any additional terms, conditions or privileges upon such peer-to-peer car sharing of a shared vehicle.

§ 220-k. Global positioning systems. A peer-to-peer car sharing program shall not use information from any global positioning system technology to determine or impose any costs, fees, charges, or penalties on a shared vehicle driver for such driver's use of a shared vehicle. The use of global positioning technology shall not limit the right of such peer-to-peer car sharing program to impose costs, fees, charges, or penalties to recover a vehicle that is lost, misplaced, or stolen. The provisions of this subdivision shall not be construed to modify or supersede any other provision of law.

§ 220-l. Notice. In accordance with any applicable federal law or rule, every peer-to-peer car sharing program shall display the following notice prominently and in a clear and conspicuous location on its website, with lettering that is legible:

"NOTICE: New York State Law prohibits the following practices by peer-to-peer car sharing programs based upon race, color, ethnic origin, religion, disability, sex, marital status, or age: (1) refusal to allow participation in a peer-to-peer car sharing program; and (2) the imposition of any additional charge (except in certain instances where the

shared vehicle driver is under the age of 25). In addition, it is unlawful for any peer-to-peer car sharing program to refuse to allow participation in the program to any person solely on the requirement of ownership of a credit card."

§ 220-m. Electronic notice authorized. 1. Notwithstanding any other provision of this article, any notice or disclosure of general applicability required to be provided, delivered, posted, or otherwise made available by a peer-to-peer sharing program pursuant to any provision of this article shall also be deemed timely and effectively made where such notice or disclosure is provided or delivered electronically to the shared vehicle owner and/or driver at or before the time required, provided that such shared vehicle owner and/or driver has given his or her express consent to receive such notice or disclosure in such a manner.

2. Electronic or written acceptance shall hereby be deemed a valid form of acceptance of any such notice or disclosure, and acceptance shall remain effective until such time as acceptance is affirmatively withdrawn by such shared vehicle driver. Notices and disclosures made electronically pursuant to this subdivision shall be exempt from any placement or stylistic display requirements, including but not limited to location, font size, typeset, or other specifically stated description; provided such disclosure is made in a clear and conspicuous manner.

§ 220-n. Airport transactions. If an airport operator, including but not limited to the public authority responsible for regulating commerce at such airport within the state, requests that a peer-to-peer car sharing program enter into an airport concession agreement, such peer-to-peer car sharing program shall enter into a written agreement prior to enabling peer-to-peer car sharing to be:

1. advertised as, or otherwise made, available at the airport location through the peer-to-peer car sharing program; or

2. facilitated through its peer-to-peer car sharing program, where the peer-to-peer car sharing period commences at the airport.

§ 220-o. Enforcement. 1. Except where a different penalty is specifically imposed pursuant to any provision of this article, any peer-to-peer car sharing program found by a court of competent jurisdiction to have violated a provision of this article shall be subject to a penalty of not less than five hundred dollars nor more than one thousand dollars for each violation.

2. (a) Whenever there shall be a violation of this section, an application may be made by the attorney general in the name of the people of the state of New York to a court of competent jurisdiction by a special proceeding for the imposition of a fine or the issuance of an injunction against any violation of this section, upon notice to such peer-to-peer car sharing program of not less than five days, to enjoin and restrain the continuance of such violations.

(b) If the court finds that the defendant has, in fact, violated this section, an injunction may be issued by such court, enjoining and restraining any further violation, without requiring proof that any person has, in fact, been injured or damaged thereby.

(c) In any proceeding authorized pursuant to this subdivision, the court may direct restitution and make allowances to the attorney general as provided in section sixty-three of the executive law.

(d) In support of any application pursuant to this subdivision, the attorney general is authorized to take proof, determine relevant fact and issue subpoenas in accordance with the civil practice law and rules.

3. Any clause or provision of a peer-to-peer car sharing agreement inconsistent with the provisions of this article shall be deemed void as against public policy.

§ 4. Section 1160 of the tax law, as added by chapter 190 of the laws of 1990, paragraph 1 of subdivision a as amended by section 1 and paragraph 2 of subdivision a as amended by section 2 of part R1 of chapter 57 of the laws of 2009, is amended to read as follows:

§ 1160. Special tax on passenger car rentals **and peer-to-peer car sharing transactions**. (a) (1) In addition to any tax imposed under any other article of this chapter, there is hereby imposed and there shall be paid a tax of six percent upon the receipts from every rental of a passenger car which is a retail sale of such passenger car.

(2) Except to the extent that a passenger car rental described in paragraph one of this subdivision has already been or will be subject to the tax imposed under such paragraph and except as otherwise exempted under this article, there is hereby imposed on every person and there shall be paid a use tax for the use within this state of any passenger car rented by the user **or used pursuant to a peer-to-peer car sharing program**, which is a purchase at retail of such passenger car, but not including any lease of a passenger car to which subdivision (i) of section eleven hundred eleven of this chapter applies. For purposes of this paragraph, the tax shall be at the rate of six percent of the consideration given or contracted to be given for such property, or for the use of such property, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section eleven hundred one of this chapter, but excluding any credit for tangible personal property accepted in part payment and intended for resale.

(b) For purposes of this section, the following definitions shall apply:

(1) Motor vehicle. A motor vehicle as defined in section one hundred twenty-five of the vehicle and traffic law, but not including a motorcycle.

(2) Passenger car. A motor vehicle having a gross vehicle weight of nine thousand pounds or less with a seating capacity of nine persons or less designed for passenger transportation.

(3) Rental. The transfer of possession of a motor vehicle, **including transfer pursuant to a transaction to obtain the use of a motor vehicle pursuant to a peer-to-peer car sharing program,** whether or not the motor vehicle is required to be or is registered by this state, for a consideration, without the transfer of the ownership of such motor vehicle, but not including a lease described in subdivision (i) of section eleven hundred eleven of this chapter.

(4) Peer-to-peer car sharing program. A program as defined in section three thousand five hundred one of the insurance law.

§ 5. Section 1166-a of the tax law, as amended by section 1 of part WW of chapter 59 of the laws of 2019, is amended to read as follows:

§ 1166-a. Special supplemental tax on passenger car rentals **and peer-to-peer car sharing transactions** within the metropolitan commuter transportation district. (a) In addition to the tax imposed under section eleven hundred sixty of this article and in addition to any tax imposed under any other article of this chapter, there is hereby imposed and there shall be paid a tax at the rate of six percent upon the receipts from every rental of a passenger car which is a retail sale of such passenger car within the metropolitan commuter transportation district as defined in subsection (a) of section eight hundred of this chapter.

(b) Except to the extent that a passenger car rental described in subdivision (a) of this section, or section eleven hundred sixty-six-b of this article, has already been or will be subject to the tax imposed under such subdivision or section and except as otherwise exempted under this article, there is hereby imposed on every person and there shall be paid a use tax for the use within the metropolitan commuter transportation district as defined in subsection (a) of section eight hundred of this chapter; of any passenger car rented by the user **or used pursuant to a peer-to-peer car sharing program,** that is a purchase at retail of such passenger car, but not including any lease of a passenger car to which subdivision (i) of section eleven hundred eleven of this chapter applies. For purposes of this subdivision, the tax shall be at the rate of six percent of the consideration given or contracted to be given for such property, or for the use of such property, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section eleven hundred one of this chapter, but excluding any credit for tangible personal property accepted in part payment and intended for resale.

§ 6. Paragraphs (c) and (d) of subdivision 4 of section 311 of the vehicle and traffic law, paragraph (c) as amended by chapter 200 of the laws of 1974, are amended and a new paragraph (e) is added to read as follows:

(c) In the case of a vehicle lawfully registered in another state, or in both this state and another state, either a policy issued by an authorized insurer, or a policy issued by an unauthorized insurer authorized to transact business in another state if such unauthorized insurer files with the commissioner in form to be approved by him a statement consenting to service of process and declaring its policies shall be deemed to be varied to comply with the requirements of this article; [~~and~~]

(d) The form of which has been approved by the superintendent. No such policy shall be issued or delivered in this state until a copy of the form of policy shall have been on file with the superintendent for at least thirty days, unless sooner approved in writing by the superintendent, nor if within said period of thirty days the superintendent shall have notified the carrier in writing that in his opinion, specifying the reasons therefor, the form of policy does not comply with the laws of this state[~~.~~]**; and**

(e) In the case of a shared vehicle, as defined in section three thousand five hundred one of the insurance law, which shall be used in connection with a peer-to-peer car sharing program as defined in such section, the insurance requirements set forth in paragraph (a) of this subdivision may be met by a group insurance policy issued pursuant to section three thousand five hundred nine of the insurance law to such peer-to-peer car sharing program for any time that such shared vehicle is being used in connection with such peer-to-peer car sharing program.

§ 7. Section 312 of the vehicle and traffic law is amended by adding a new subdivision 2-a to read as follows:

2-a. In the case of financial security procured by a peer-to-peer car sharing program as set forth in section three thousand five hundred nine of the insurance law, such program shall provide the commissioner with proof of financial security in the form of a group insurance policy covering itself and the owners of all personal passenger motor vehicles registered in this state that participate in the program as insured group members, covering those vehicles while they are being used in conjunction with that program. Such proof shall not be used in

connection with the registration of the vehicles and no such vehicle shall be registered unless the registered owner of the vehicle separately complies with subdivision one of this section.

§ 8. Subdivision 1 of section 312-a of the vehicle and traffic law, as amended by chapter 781 of the laws of 1983, is amended to read as follows:

1. Upon issuance of an owner's policy of liability insurance, a group liability insurance policy issued to a peer-to-peer car sharing program pursuant to section three thousand five hundred nine of the insurance law or other financial security required by this chapter, an insurer shall issue proof of insurance in accordance with the regulations promulgated by the commissioner pursuant to paragraph (b) of subdivision two of section three hundred thirteen of this article.

§ 9. Paragraphs (a) and (b) of subdivision 2 of section 313 of the vehicle and traffic law, as amended by chapter 509 of the laws of 1998, are amended to read as follows:

(a) Upon the termination of an owner's policy of liability insurance or a group liability insurance policy issued to a peer-to-peer car sharing program pursuant to section three thousand five hundred nine of the insurance law, other than an owner's policy of liability insurance for a motorcycle, at the request of the insured or by cancellation by the insurer, the insurer shall file a notice of termination with reference to such policy, as opposed to any insured vehicle or vehicles under such policy, with the commissioner not later than thirty days following the effective date of such cancellation or other termination, in accordance with the regulations required by paragraph (c) of this subdivision. An insurer shall not file a notice of termination with the commissioner except as required by this subdivision.

(b) Upon the issuance of an owner's policy of liability insurance or a group liability insurance policy issued to a program provider of a peer-to-peer car sharing program pursuant to section three thousand five hundred nine of the insurance law, the insurer shall file a notice or confirmation of issuance with reference to such policy not later than fourteen days following the effective date of such issuance, and not later than seven days following the effective date for policies issued after January first, two thousand one, in accordance with the regulations required by paragraph (c) of this subdivision.

§ 10. Consent orders. All consent orders agreed to by the department of financial services, concerning allegations of unauthorized and/or unlawful operation of a peer-to-peer car sharing program in the state of New York, and involving incidents which allegedly occurred prior to the effective date of this act, shall be deemed, satisfied, expired, discontinued and non-renewable by all parties, on and after the effective date of this act.

§ 11. This act shall take effect on the ninetieth day after it shall have become a law; provided, however, that if section 1 of part WW of chapter 59 of the laws of 2019 shall not have taken effect on or before such date then section five of this act shall take effect on the same date and in the same manner as such chapter of the laws of 2019 takes effect.