

# 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:

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

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

### ARTICLE 35

#### PEER-TO-PEER CAR SHARING PROGRAMS

##### Section 3501. Definitions.

8 3502. Requirements for doing business.

9 3503. Program liability.

10 3504. Lien implications; notification.

11 3505. Exclusions for personal motor vehicle liability insurance  
12 policy.

13 3506. Limitations on cancellation of coverage.

14 3507. Contribution against indemnification.

15 3508. Insurable interest.

16 3509. Group insurance for peer-to-peer car sharing programs.

17 § 3501. Definitions. As used in this article, the following terms  
18 shall have the following meanings:

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

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

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

LBD11222-02-9

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

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

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

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

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

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

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

27 (i) "Peer-to-peer car sharing period" shall mean the period of time  
28 that shall commence with the peer-to-peer car sharing delivery period  
29 or, if there is no peer-to-peer car sharing delivery period, the period  
30 of time that shall commence with the peer-to-peer car sharing start time  
31 and, in either case, shall end at the peer-to-peer car sharing termi-  
32 nation time.

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

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

42 (2) the intent to terminate the use of the shared vehicle is verifi-  
43 ably communicated by the shared vehicle driver to the shared vehicle  
44 owner using the peer-to-peer car sharing program.

45 § 3502. Requirements for doing business. (a) No shared vehicle insured  
46 or subject to being insured by its registered owner pursuant to a policy  
47 of insurance subject to section three thousand four hundred twenty-five  
48 or article fifty-three of this chapter shall be classified as a commer-  
49 cial vehicle, for-hire vehicle, permissive use vehicle, taxi-cab or  
50 livery solely because its registered owner allows it to be used for  
51 peer-to-peer car sharing, as long as all of the following circumstances  
52 apply:

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

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

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

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

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

14 (i) a policy of liability insurance that:

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

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

23 (ii) a financial security bond, financial security deposit, or quali-  
24 fication as a self-insurer as set forth in section three hundred twelve  
25 of the vehicle and traffic law;

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

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

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

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

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

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

54 (6) Require that vehicles made available for peer-to-peer car sharing  
55 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-

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

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

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

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

19 (2) excluded under the terms of its policy.

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

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

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

28 § 3504. Lien implications; notification. When a vehicle owner first  
29 registers as a shared vehicle owner on a peer-to-peer car sharing  
30 program and prior to such time as when the shared vehicle owner makes a  
31 shared vehicle available for peer-to-peer car sharing on the peer-to-  
32 peer car sharing program, the peer-to-peer car sharing program shall  
33 notify the shared vehicle owner that, if the shared vehicle shall have a  
34 lien against it, the use of the shared vehicle through a peer-to-peer  
35 car sharing program, including use without physical damage coverage, may  
36 violate the terms of the contract with the lienholder.

37 § 3505. Exclusions for personal motor vehicle liability insurance  
38 policy. (a) Notwithstanding any other provision of law to the contrary,  
39 while a shared vehicle is used by or under the control of a shared vehi-  
40 cle driver pursuant to the peer-to-peer car sharing facilitated by a  
41 peer-to-peer car sharing program, all of the following shall apply:

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

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

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



1     § 3506. Limitations on cancellation of coverage. (a) Any vehicle  
2 owner's policy of insurance which is subject to section three thousand  
3 four hundred twenty-five of this chapter shall not be cancelled, voided,  
4 terminated, rescinded or non-renewed solely on the basis that the shared  
5 vehicle has been made available for peer-to-peer car sharing pursuant to  
6 a peer-to-peer car sharing program that is in compliance with the  
7 provisions of this article, provided however, that:

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

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

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

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

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

25     § 3507. Contribution against indemnification. A motor vehicle insurer  
26 that shall defend or indemnify a claim against a shared vehicle which  
27 shall be excluded under the terms of its policy shall have the right to  
28 seek contribution against the motor vehicle insurer of the peer-to-peer  
29 car sharing program if the claim is both:

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

32     (b) excluded under the terms of its policy.

33     § 3508. Insurable interest. (a) Notwithstanding any other provision of  
34 law to the contrary, a peer-to-peer car sharing program shall have an  
35 insurable interest in a shared vehicle during the peer-to-peer car shar-  
36 ing period.

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

41     § 3509. Group insurance for peer-to-peer car sharing programs. (a) An  
42 insurer who is authorized or eligible to do business in the state may  
43 issue, or issue for delivery in this state, a group policy of liability  
44 and property and casualty insurance to a peer-to-peer car sharing  
45 program to insure such peer-to-peer car sharing program, shared vehicles  
46 under the terms and conditions of peer-to-peer car sharing program  
47 agreements, shared vehicle drivers and occupants of shared vehicles, as  
48 well as the program's agents, employees, directors, officers and  
49 assigns, as long as the following requirements are met:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 ARTICLE 12-C

6 PEER-TO-PEER CAR SHARING PROGRAMS

7 Section 220. Definitions.

8 220-a. Disclosures.

9 220-b. Driver's license verification; data retention.

10 220-c. Responsibility for equipment.

11 220-d. Safety recalls.

12 220-e. Discrimination based on age prohibited.

13 220-f. Discrimination on the basis of credit card ownership  
14 prohibited.

15 220-g. Discrimination in peer-to-peer car sharing prohibited.

16 220-h. Optional vehicle protection; requirements.

17 220-i. Rate disclosures.

18 220-j. Geographical discrimination prohibited.

19 220-k. Global positioning systems.

20 220-l. Notice.

21 220-m. Electronic notice authorized.

22 220-n. Airport transactions.

23 220-o. Enforcement.

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

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

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

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

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

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

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

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

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



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

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

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

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

18 (b) the intent to terminate the use of the shared vehicle is verifi-  
19 ably communicated by the shared vehicle driver to the shared vehicle  
20 owner using the peer-to-peer car sharing program.

21 11. "Optional vehicle protection" shall:

22 (a) mean a peer-to-peer car sharing program's agreement not to hold a  
23 shared vehicle driver liable for all or part of any damage or loss to  
24 the shared vehicle, any loss of use of the shared vehicle, or any stor-  
25 age, impound, towing or administrative charges for which a shared vehi-  
26 cle driver may be liable.

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

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

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

38 § 220-a. Disclosures. Each peer-to-peer car sharing program agreement  
39 made in the state shall disclose to the shared vehicle owner and the  
40 shared vehicle driver:

41 1. any right of the peer-to-peer car sharing program to seek indemni-  
42 fication from the shared vehicle owner or the shared vehicle driver for  
43 economic loss sustained by the peer-to-peer car sharing program, result-  
44 ing from a breach of the terms and conditions of the car sharing program  
45 agreement;

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

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

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

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

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

8 § 220-b. Driver's license verification; data retention. 1. A peer-to-  
9 peer car sharing program shall not enter into a peer-to-peer car sharing  
10 program agreement with a driver unless the driver who will operate the  
11 shared vehicle:

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

14 (b) is a nonresident who:

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

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

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

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

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

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

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

29 § 220-c. Responsibility for equipment. A peer-to-peer car sharing  
30 program shall have sole responsibility for any equipment, such as a  
31 global positioning system, or GPS, or other special equipment which is  
32 put in or on such vehicle to monitor or facilitate the peer-to-peer car  
33 sharing transaction, and shall agree to indemnify and hold harmless the  
34 shared vehicle owner for any damage to or theft of such equipment during  
35 the peer-to-peer car sharing period not caused by such shared vehicle  
36 owner. The peer-to-peer car sharing program shall have the right to seek  
37 indemnity from the shared vehicle driver for any loss or damage to such  
38 equipment that shall occur during the peer-to-peer car sharing period.

39 § 220-d. Safety recalls. 1. When a shared vehicle owner initially  
40 shall register a vehicle on a peer-to-peer car sharing program, and  
41 prior to the time when the shared vehicle owner shall make a shared  
42 vehicle available for car sharing on the peer-to-peer car sharing  
43 program, the peer-to-peer car sharing program shall:

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

46 (b) notify such shared vehicle owner of the requirements under subdivi-  
47 sion three of this section.

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

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

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

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

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

25    § 220-e. Discrimination based on age prohibited. 1. It shall be unlaw-  
26 ful for any person, firm, partnership, association or corporation  
27 engaged in the business of peer-to-peer car sharing to refuse to make a  
28 shared vehicle available to any person eighteen years of age or older  
29 solely on the basis of age, provided that insurance coverage for persons  
30 of such age is available. Any actual cost for insurance related to the  
31 age of the shared driver may be passed on to such person.

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

34    § 220-f. Discrimination on the basis of credit card ownership prohib-  
35 ited. 1. It shall be unlawful for any person, firm, partnership, associ-  
36 ation or corporation engaged in the business of peer-to-peer car sharing  
37 to refuse to make a shared vehicle available to any person solely on the  
38 requirement of ownership of a credit card.

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

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

47    § 220-g. Discrimination in peer-to-peer car sharing prohibited. 1. No  
48 person, firm, partnership, association or corporation engaged in the  
49 business of peer-to-peer car sharing shall refuse to make a shared vehi-  
50 cle available to any person otherwise qualified because of race, color,  
51 ethnic origin, religion, disability, or sex.

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

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

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

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

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

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

27 § 220-h. Optional vehicle protection; requirements. 1. (a) (i) A peer-  
28 to-peer car sharing program shall not charge more than the following  
29 amounts based on a full or partial twenty-four hour day for optional  
30 vehicle protection:

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

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

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

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

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

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

50 (i) the damage or loss is caused intentionally or as a result of will-  
51 ful, wanton, or reckless conduct of the driver;

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

10 (d) When a radio advertisement or the audio presentation of a tele-  
11 vision advertisement contains the statement of the cost of a shared  
12 vehicle, the oral statement of such cost shall immediately be accompa-  
13 nied by an oral statement of the cost of the optional vehicle  
14 protection.

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

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

29 "NOTICES

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

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

42 OVP - WHEN VOID: OVP is void and shall not apply to the following situ-  
43 ations:

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

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

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

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

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

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

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

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

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

21 OVP - RIGHT TO INSPECT VEHICLE DAMAGES: The shared vehicle driver and  
22 his or her insurer have the right to request an inspection of the shared  
23 vehicle damages within seventy-two hours of the return of the vehicle.  
24 Failure of the shared vehicle driver or his or her insurer to request  
25 such inspection within seventy-two hours of return shall be deemed a  
26 waiver of such person or entity's right to inspect the damaged vehicle.  
27 THEFT OF THE SHARED VEHICLE: If the shared vehicle is stolen during the  
28 term of a peer-to-peer car sharing agreement, a shared vehicle driver  
29 must report the theft of the shared vehicle to the peer-to-peer car  
30 sharing program and a law enforcement agency within twelve hours of  
31 learning of such theft."

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

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

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

1     4. (a) Upon identification of damage by the shared vehicle owner or  
2 peer-to-peer car sharing program at the time of return of the shared  
3 vehicle, termination of the peer-to-peer car sharing agreement, or with-  
4 in ten days if an inspection for damage is precluded because the shared  
5 vehicle is returned by automation, returned after-hours, or recovered by  
6 the shared vehicle owner or peer-to-peer car sharing program, the peer-  
7 to-peer car sharing program shall furnish an incident report form and a  
8 notice, pursuant to this paragraph, of the obligation of the shared  
9 vehicle driver to execute and return to the peer-to-peer car sharing  
10 program a complete and accurate incident report describing any physical  
11 and/or mechanical damage. If the shared vehicle is returned by auto-  
12 mation, returned after-hours, or recovered by the shared vehicle owner  
13 or peer-to-peer car sharing program, such incident report form and  
14 notice shall be mailed by overnight delivery service or certified mail,  
15 return receipt requested, and another copy of such notification shall be  
16 sent by regular mail. The peer-to-peer car sharing program shall retain  
17 a copy of such notice and the certified mail return receipt for a period  
18 of six years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

16 (h) If insurance coverage exists under an applicable insurance policy  
17 of the driver of a shared vehicle, such driver may require that the  
18 peer-to-peer car sharing program submit any claims to such driver's  
19 insurance carrier. Upon the request of a shared vehicle driver, the  
20 peer-to-peer car sharing program shall submit any claims to such driv-  
21 er's insurance carrier and shall not make any written or oral represen-  
22 tations to the contrary, nor shall it make any written or oral represen-  
23 tations that it shall not negotiate with such driver's insurance  
24 carrier.

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

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

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

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

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

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

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

24 § 220-i. Rate disclosures. No peer-to-peer car sharing program shall  
25 advertise or quote a rate that does not include all charges, except  
26 taxes or optional items and/or services or any mileage charge, which the  
27 shared vehicle driver must pay to obtain access to the vehicle.

28 § 220-j. Geographical discrimination prohibited. It shall be unlawful  
29 for any peer-to-peer car sharing program to engage in any of the follow-  
30 ing practices solely on the basis of the geographical location of the  
31 residence of a New York state resident attempting to enter into a peer-  
32 to-peer car sharing agreement:

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

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

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

39 § 220-k. Global positioning systems. A peer-to-peer car sharing  
40 program shall not use information from any global positioning system  
41 technology to determine or impose any costs, fees, charges, or penalties  
42 on a shared vehicle driver for such driver's use of a shared vehicle.  
43 The use of global positioning technology shall not limit the right of  
44 such peer-to-peer car sharing program to impose costs, fees, charges, or  
45 penalties to recover a vehicle that is lost, misplaced, or stolen. The  
46 provisions of this subdivision shall not be construed to modify or  
47 supersede any other provision of law.

48 § 220-l. Notice. In accordance with any applicable federal law or  
49 rule, every peer-to-peer car sharing program shall display the following  
50 notice prominently and in a clear and conspicuous location on its  
51 website, with lettering that is legible:

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

1 shared vehicle driver is under the age of 25). In addition, it is unlaw-  
2 ful for any peer-to-peer car sharing program to refuse to allow partic-  
3 ipation in the program to any person solely on the requirement of owner-  
4 ship of a credit card."

5 § 220-m. Electronic notice authorized. 1. Notwithstanding any other  
6 provision of this article, any notice or disclosure of general applica-  
7 bility required to be provided, delivered, posted, or otherwise made  
8 available by a peer-to-peer sharing program pursuant to any provision of  
9 this article shall also be deemed timely and effectively made where such  
10 notice or disclosure is provided or delivered electronically to the  
11 shared vehicle owner and/or driver at or before the time required,  
12 provided that such shared vehicle owner and/or driver has given his or  
13 her express consent to receive such notice or disclosure in such a  
14 manner.

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

24 § 220-n. Airport transactions. If an airport operator, including but  
25 not limited to the public authority responsible for regulating commerce  
26 at such airport within the state, requests that a peer-to-peer car shar-  
27 ing program enter into an airport concession agreement, such peer-to-  
28 peer car sharing program shall enter into a written agreement prior to  
29 enabling peer-to-peer car sharing to be:

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

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

34 § 220-o. Enforcement. 1. Except where a different penalty is specif-  
35 ically imposed pursuant to any provision of this article, any peer-to-  
36 peer car sharing program found by a court of competent jurisdiction to  
37 have violated a provision of this article shall be subject to a penalty  
38 of not less than five hundred dollars nor more than one thousand dollars  
39 for each violation.

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

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

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

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

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

4 § 4. Section 1160 of the tax law, as added by chapter 190 of the laws  
5 of 1990, paragraph 1 of subdivision a as amended by section 1 and para-  
6 graph 2 of subdivision a as amended by section 2 of part R1 of chapter  
7 57 of the laws of 2009, is amended to read as follows:

8 § 1160. Special tax on passenger car rentals and peer-to-peer car  
9 sharing transactions. (a) (1) In addition to any tax imposed under any  
10 other article of this chapter, there is hereby imposed and there shall  
11 be paid a tax of six percent upon the receipts from every rental of a  
12 passenger car which is a retail sale of such passenger car.

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

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

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

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

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

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

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

47 § 1166-a. Special supplemental tax on passenger car rentals and peer-  
48 to-peer car sharing transactions within the metropolitan commuter trans-  
49 portation district. (a) In addition to the tax imposed under section  
50 eleven hundred sixty of this article and in addition to any tax imposed  
51 under any other article of this chapter, there is hereby imposed and  
52 there shall be paid a tax at the rate of six percent upon the receipts  
53 from every rental of a passenger car which is a retail sale of such  
54 passenger car within the metropolitan commuter transportation district  
55 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



1 connection with the registration of the vehicles and no such vehicle  
2 shall be registered unless the registered owner of the vehicle separate-  
3 ly complies with subdivision one of this section.

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

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

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

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

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

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

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