

STATE OF NEW YORK

6581

2019-2020 Regular Sessions

IN SENATE

June 17, 2019

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

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. Insurable interest.

14 3507. Group insurance for peer-to-peer car sharing programs.

15 § 3501. Definitions. As used in this article, the following terms
16 shall have the following meanings:

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

20 (b) "Peer-to-peer car sharing program" or "program" shall mean the
21 institution, sole proprietorship or other entity or person that is
22 responsible for operating, facilitating or administering the means,
23 digital or otherwise, by which a business platform facilitates peer-to-
24 peer car sharing for financial consideration.

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

LBD11222-03-9

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

4 (d) "Shared vehicle" means a motor vehicle that is available for shar-
5 ing through a peer-to-peer car sharing program that is both:

6 (1) used nonexclusively for peer-to-peer car sharing activity pursuant
7 to a peer-to-peer car sharing program agreement; and

8 (2) not otherwise made available by the shared vehicle owner for use
9 as a rental vehicle as defined in section one hundred thirty-seven-a of
10 the vehicle and traffic law.

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

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

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

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

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

32 (j) "Peer-to-peer car sharing termination time" shall mean the earli-
33 est of the following events:

34 (1) the expiration of the agreed upon period of time established for
35 the use of a shared vehicle according to the terms of the car sharing
36 program agreement if the shared vehicle is delivered to the location
37 agreed upon in the car sharing program agreement;

38 (2) returned to a location as alternatively agreed upon by the shared
39 vehicle owner and shared vehicle driver as communicated through a peer-
40 to-peer car sharing program; or

41 (3) when the shared vehicle owner or the shared vehicle owner's
42 authorized designee takes possession and control of the shared vehicle.

43 (k) "Group policy" means an insurance policy issued pursuant to this
44 article.

45 (l) "Personal motor car sharing" means the use of private passenger
46 motor vehicles by persons other than the vehicles' owner, in connection
47 with a peer-to-peer car sharing program.

48 (m) "Motor vehicle" shall:

49 (1) have the meaning set forth in section one hundred twenty-five of
50 the vehicle and traffic law; and

51 (2) have a gross weight rating of ten thousand pounds or less.

52 (n) "Financial security" means a financial security bond, financial
53 security deposit, or qualification as a self-insurer as set forth in
54 section three hundred twelve of the vehicle and traffic law.

55 § 3502. Requirements for doing business. (a) No shared vehicle shall
56 be classified as a commercial vehicle, for-hire vehicle, permissive use

1 vehicle, taxi-cab, or rental vehicle as defined in section one hundred
2 thirty-seven-a of the vehicle and traffic law, or livery solely because
3 its registered owner allows it to be used for peer-to-peer car sharing,
4 or as such for the duration of the car sharing period, as long as:

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

7 (2) the car sharing program does not knowingly place the vehicle into
8 use as a commercial vehicle or as a vehicle for hire by a shared driver
9 while engaged in peer-to-peer car sharing unless the owner or user, as
10 applicable, are in compliance with other laws applicable to the commer-
11 cial use or use as a vehicle for hire.

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

15 (1) provide insurance coverage in amounts no less than the minimum
16 amounts required by section three hundred seventy of the vehicle and
17 traffic law, article fifty-one of this chapter, and other laws of the
18 state;

19 (2) maintain additional insurance or financial security against loss
20 from the liability imposed by law on the shared vehicle owner for
21 damages during the car sharing period, including damages for care and
22 loss of services, because of bodily injury to or death of any person or
23 injury to or destruction of property arising out of the ownership, main-
24 tenance, use or operation of a specific personal vehicle or vehicles
25 within this state, or elsewhere in the United States in North America or
26 Canada, subject to a limit, exclusive of interest and costs, with
27 respect to each such occurrence, or at least one million two hundred
28 fifty thousand dollars because of bodily injury to or death of any
29 person, and injury to or destruction of property; and

30 (3) coverage provided in accordance with subsection (f) of section
31 three thousand four hundred twenty of this chapter, providing supplemen-
32 tary uninsured/underinsured motorist insurance for bodily injury,
33 subject to a limit per occurrence in the amount of one million two
34 hundred fifty thousand dollars because of bodily injury or death of any
35 person.

36 (4) the insurance and financial security required under this
37 subsection need not be coterminous with the registration period of the
38 shared vehicle insured.

39 (c) The insurance and financial security requirements provided in
40 subsection (b) of this section may be satisfied by:

41 (1) insurance, or other financial security, maintained by the shared
42 vehicle owner;

43 (2) insurance provided through a group policy maintained by the shared
44 vehicle program, or other financial security maintained by the shared
45 vehicle program, on the shared vehicle, shared vehicle owner, or shared
46 vehicle driver;

47 (3) insurance, or other financial security, maintained by the shared
48 vehicle driver; or

49 (4) any combination of insurance or other financial security under
50 paragraphs one through three of this subsection.

51 Provided, however, that insurance and financial security required
52 under paragraph three of subsection (b) of this section respecting
53 supplementary uninsured/underinsured motor insurance shall be maintained
54 by the shared vehicle program, or a parent entity or direct subsidiary
55 of the shared vehicle program.

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

4 (1) Provide shared vehicle owners with suitable proof of compliance
5 with the insurance and financial security requirements of this section,
6 the requirements of sections three hundred eleven and three hundred
7 forty-five of the vehicle and traffic law, and article fifty-one of this
8 chapter. An electronically provided proof of insurance constitutes suit-
9 able proof of compliance.

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

12 (i) an insurance identification card as defined in subdivision ten of
13 section three hundred eleven of the vehicle and traffic law, or other
14 documentation, whether printed or electronic, which the shared vehicle
15 driver shall carry and have available in the vehicle at all times during
16 the peer-to-peer car sharing period and clearly demonstrates that the
17 financial security referred to in subsection (b) of this section is in
18 full force and effect; and

19 (ii) a toll-free number, email address, or other such form of communi-
20 cation by which a law enforcement police officer, representative of the
21 department of motor vehicles, or other officer of this state or any
22 political subdivision thereof may confirm that the financial security
23 provided for in subsection (b) of this section is in full force and
24 effect;

25 (3) Collect, maintain, and make available to the shared vehicle owner,
26 the owner's motor vehicle liability insurer in connection with a claimed
27 loss, the shared vehicle driver's primary automobile insurer in
28 connection with a claimed loss, any excess or umbrella insurers in
29 connection with a claimed loss, and any government agency as required by
30 law, within ten business days of a request, or as reasonably practicable
31 thereafter the following information pertaining to incidents which
32 occurred during the peer-to-peer car sharing period:

33 (i) available records of the peer-to-peer car sharing period for each
34 shared vehicle involved, and to the extent available, verifiable elec-
35 tronic records of the time, initial and final locations of the vehicle,
36 and (to the extent mileage is collected) miles driven; and

37 (ii) in instances where an insurance claim has been filed with a group
38 insurer, all information relevant to the claim, to the extent such
39 information is available, including but not limited to, payments by the
40 program concerning accidents, damages and injuries;

41 (4) Ensure that the shared vehicle owner and the shared vehicle driver
42 are given reasonable notice prior to the first use or operation of a
43 shared vehicle pursuant to a peer-to-peer car sharing program agreement
44 that:

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

51 (ii) any insurance financial security, or physical damage protection
52 offered pursuant to subsection (b) of this section, may not be valid or
53 collectible for damages or losses that occur outside of the peer-to-peer
54 car sharing period; and

55 (5) Ensure that the shared vehicle owner acknowledges upon or before
56 enrollment in a peer-to-peer car sharing program, and is notified to the

1 extent reasonably practicable before each car sharing period, that New
2 York law may impose liability for injuries to person or property result-
3 ing from the negligence in the use or operation of the shared vehicle by
4 shared vehicle drivers for judgments exceeding the coverage limits of
5 insurance in effect during the car sharing period. The subsequent notice
6 required under this subsection may be provided electronically, including
7 by electronic mail and hyperlink to a website explaining insurance
8 coverages and vicarious liability or other substantially similar means
9 of notice.

10 (e) An insurer which is authorized or eligible to do business in this
11 state may issue a group policy of physical damage insurance to a peer-
12 to-peer car sharing program and to shared vehicle owners participating
13 in that program to insure against physical damage loss to vehicles while
14 the vehicles are in the custody of the peer-to-peer car sharing program
15 or shared vehicle driver. Such group policy shall provide primary cover-
16 age for physical damage loss either by collision, comprehensive, or
17 both, to the shared vehicle during the car sharing period.

18 (f) An insurer which issues a group insurance policy pursuant to this
19 article shall issue such policy identifying the peer-to-peer car sharing
20 program as the named insured, and any such policy shall include a
21 provision that provides coverage, without prior notice to the insurer,
22 for all personal passenger vehicles during the car sharing period, and
23 shall further include a provision that claims will be adjusted pursuant
24 to section three thousand four hundred twelve of this chapter.

25 (g) Group coverages provided for in this article may be placed with an
26 excess or surplus line insurer allowed by law to insure risks in New
27 York; provided, however, that compliance with the excess and surplus
28 lines statutes and regulations of this state shall be performed with
29 respect to the group as a whole and not with respect to individual group
30 members.

31 (h) At the time a vehicle is enrolled in the peer-to-peer car sharing
32 program, the peer-to-peer car sharing platform shall file with the
33 department of motor vehicles, in such form and manner as the department
34 of motor vehicles may require, a statement identifying the shared vehi-
35 cle and the manner in which the insurance and financial responsibility
36 requirements of this article are satisfied. The department shall identi-
37 fy the vehicle as enrolled in the car sharing program in electronic
38 records of the vehicle registration.

39 § 3503. Program liability. (a) Notwithstanding any other provision of
40 law, or any provision in a shared vehicle owner's policy of motor vehi-
41 cle liability insurance, in the event of a loss or injury that shall
42 occur during the peer-to-peer car sharing period, the peer-to-peer car
43 sharing program insurers providing coverages under section three thou-
44 sand five hundred two of this article shall provide financial responsi-
45 bility for any bodily injury, death, or damage to property in amounts
46 not to exceed those stated in the peer-to-peer car sharing program
47 agreement and not less than those amounts required in section three
48 thousand five hundred two of this article, and the peer-to-peer car
49 sharing program shall retain such liability irrespective of a lapse in
50 the group policy or any other insurance policy or financial security
51 maintained by the program.

52 (b) If insurance maintained by a shared vehicle owner or shared vehi-
53 cle driver pursuant to paragraph one of subsection (b) of section three
54 thousand five hundred two of this article has lapsed or shall not
55 provide the required coverage, the peer-to-peer car sharing program
56 shall provide financial security required by paragraph one of subsection

1 (b) of section three thousand five hundred two of this article on a
2 primary basis and have the duty to defend such claim.

3 (c) The insurer or insurers providing group liability insurance to the
4 peer-to-peer car sharing program, or the program if financial security
5 is in the form of bond, deposit or self-insurance, pursuant to section
6 three thousand five hundred two of this article, shall be primary during
7 each car sharing period, or if:

8 (1) a dispute exists regarding who was in control of the vehicle when
9 the loss occurred giving rise to such claim or whether the loss occurred
10 outside of the car sharing period; and

11 (2) the peer-to-peer car sharing program does not have available, did
12 not retain, or is otherwise unable to provide information demonstrating
13 who was in control at the time of the loss or whether the loss occurred
14 outside of the car sharing period.

15 The shared vehicle owner's private motor vehicle insurer shall indem-
16 nify the peer-to-peer car sharing program, or insurer or insurers
17 providing group liability, to the extent of its obligation under the
18 applicable insurance policy, if it is determined that the loss occurred
19 outside of the peer-to-peer car sharing period. The peer-to-peer car
20 sharing program shall notify the registered owner's insurer of any such
21 dispute within thirty days of becoming aware that such a dispute exists.

22 (d) In the event that the shared vehicle owner or the shared vehicle
23 owner's personal motor vehicle insurer is named as a defendant in a
24 civil action for a loss or injury that occurs during any time within the
25 peer-to-peer car sharing period, or otherwise under the direct and imme-
26 diatate control of a peer-to-peer car sharing program, the peer-to-peer
27 car sharing program shall have the duty to indemnify the shared vehicle
28 owner and the shared vehicle owner's insurer subject to the provisions
29 of this section and sections three thousand five hundred two and three
30 thousand five hundred seven of this article.

31 (e) A motor vehicle liability insurer who defends or indemnifies a
32 claim against a shared vehicle which is excluded under the terms of its
33 policy shall have the right to seek contribution against the peer-to-
34 peer car sharing program's insurer, or program if financial responsibil-
35 ity is in the form of bond, deposit or self-insurance, if the claim is:

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

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

39 (f) A peer-to-peer car sharing program may contractually assume the
40 risk of loss due to physical damage to shared vehicles during the time
41 that such shared vehicles are in the custody of the shared vehicle driv-
42 er or peer-to-peer car sharing program, and that such assumption of
43 risk:

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

45 (2) that the terms of such contractual assumption may provide that the
46 program assumes the risk of physical damage loss to the vehicle in
47 excess of a sum certain; and

48 (3) if the terms of such contractual assumption include a separately
49 itemized fee charged to the shared vehicle driver solely for the
50 contractual assumption of the risk of loss due to physical damage, then
51 it shall be provided under the terms set forth in section two hundred
52 twenty-h of the general business law.

53 (g) To the extent not otherwise prohibited by state or federal law, in
54 a claims coverage investigation, a peer-to-peer car sharing program
55 shall cooperate to facilitate the exchange of relevant information with
56 directly involved parties and any insurer of a shared vehicle owner's or

1 shared vehicle driver's participation in a peer-to-peer car sharing
2 program.

3 (h) The department of financial services shall have authority to
4 enforce this article as authorized by law, including injunctive and
5 other legal and equitable relief for non-compliance by a car sharing
6 program or any other party through civil proceedings.

7 (i) Any provision in a peer-to-peer car sharing agreement designated
8 by the courts of another jurisdiction as the exclusive forum for resolv-
9 ing disputes shall be deemed void as against public policy with respect
10 to the use of a peer-to-peer car sharing platform or shared vehicle in
11 this state.

12 (j) A peer-to-peer car sharing program shall be deemed to have
13 received notice of injuries to persons or property covered under the
14 insurance and financial security requirements of this article at the
15 earlier of notice received by the peer-to-peer car sharing program or
16 notice received by the shared vehicle owner. A shared vehicle owner
17 shall immediately give actual notice to the peer-to-peer car sharing
18 program and its insurers, including notice in the form and manner as
19 required in the peer-to-peer car sharing agreement, of any losses poten-
20 tially covered by insurance or financial security maintained by the
21 peer-to-peer car sharing program.

22 § 3504. Lien implications; notification. When a vehicle owner first
23 registers as a shared vehicle owner on a peer-to-peer car sharing
24 program and prior to such time as when the shared vehicle owner makes a
25 shared vehicle available for peer-to-peer car sharing on the peer-to-
26 peer car sharing program, the peer-to-peer car sharing program shall
27 notify the shared vehicle owner that, if the shared vehicle shall have a
28 lien against it, the use of the shared vehicle through a peer-to-peer
29 car sharing program, including use without physical damage coverage, may
30 violate the terms of the contract with the lienholder.

31 § 3505. Exclusions for personal motor vehicle liability insurance
32 policy. (a) Notwithstanding any other provision of law to the contrary,
33 for the duration of the car sharing period, all of the following shall
34 apply:

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

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

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

50 § 3506. Insurable interest. (a) Notwithstanding any other provision of
51 law to the contrary, a peer-to-peer car sharing program shall have an
52 insurable interest in a shared vehicle during the peer-to-peer car shar-
53 ing period.

54 (b) Nothing in this section shall create an obligation for a peer-to-
55 peer car sharing program to provide insurance beyond the requirement to

1 ensure financial security pursuant to the provisions of subsection (b)
2 of section three thousand five hundred two of this article.

3 § 3507. Group insurance for peer-to-peer car sharing programs. (a) An
4 insurer who is authorized or eligible to do business in the state,
5 including an excess or surplus line insurer allowed by law to insure
6 risks in this state, may issue, or issue for delivery in this state, a
7 group policy of liability and property and casualty insurance to a peer-
8 to-peer car sharing program to insure such peer-to-peer car sharing
9 program, shared vehicles under the terms and conditions of peer-to-peer
10 car sharing program agreements, shared vehicle drivers and occupants of
11 shared vehicles, as well as the program's agents, employees, directors,
12 officers and assigns, as long as the following requirements are met:

13 (1) such policy shall be primary with respect to any other insurance
14 available to the shared vehicle owner, shared driver or any other opera-
15 tor of the shared vehicle in the circumstances described in subsection
16 (c) of section three thousand five hundred three of this article;

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

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

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

35 (d) An insurer which is authorized or eligible to do business in the
36 state, including an excess or surplus line insurer allowed by law to
37 insure risks in this state, may issue a group policy of physical damage
38 insurance to a peer-to-peer car sharing program and to shared vehicle
39 owners participating in the program, to insure against loss due to phys-
40 ical damage to shared vehicles while the shared vehicles are in the
41 custody of such peer-to-peer car sharing program or a shared vehicle
42 driver. Such group policy shall provide primary coverage for physical
43 damage loss either by collision coverage, comprehensive coverage, or
44 both, to the shared vehicle while it shall be in the custody of the
45 peer-to-peer car sharing program or shared vehicle driver.

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

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

(g) 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.

(h) Group coverage provided for in this section may be placed with an excess or surplus line insurer allowed by law to insure risks in New York; provided, however, that compliance with the excess and surplus 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.

§ 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. Terms used in this article shall have the same meaning as in section three thousand five hundred one of article thirty-five of the insurance law unless expressly provided otherwise. As used in this article, the following term shall have the following meaning:

1. "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".

§ 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. 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; and

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

3 § 220-b. Driver's license verification; data retention. 1. A peer-to-
4 peer car sharing program shall not enter into a peer-to-peer car sharing
5 program agreement with a driver unless the driver who will operate the
6 shared vehicle furnishes proof, by electronic means or otherwise, of:

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

9 (b) a valid driver's license issued by the state or country of the
10 driver's residence which authorizes the driver in such state or country
11 to drive vehicles of the class of the shared vehicle and is the age
12 required of a New York resident to operate that class of vehicle; or

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

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

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

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

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

22 § 220-c. Responsibility for equipment. A peer-to-peer car sharing
23 program shall have sole responsibility for any equipment, such as a
24 global positioning system, or GPS, or other special equipment which is
25 put in or on such vehicle to monitor or facilitate the peer-to-peer car
26 sharing transaction, and shall agree to indemnify and hold harmless the
27 shared vehicle owner for any damage to or theft of such equipment during
28 the peer-to-peer car sharing period not caused by such shared vehicle
29 owner. The peer-to-peer car sharing program shall have the right to seek
30 indemnity from the shared vehicle driver for any loss or damage to such
31 equipment that shall occur during the peer-to-peer car sharing period.

32 § 220-d. Safety recalls. 1. At the time when a shared vehicle owner
33 registers a shared vehicle on a peer-to-peer car sharing program, and
34 prior to the time when the shared vehicle owner makes a shared vehicle
35 available for car sharing on the peer-to-peer car sharing program, the
36 peer-to-peer car sharing program shall:

37 (a) verify that the shared vehicle is not subject to any open safety
38 recalls appearing on the National Highway Traffic Safety Administration
39 recall database created under 49 C.F.R. 573.15 for which the recall
40 repair has not been made; and

41 (b) notify such shared vehicle owner of the requirements under subdi-
42 vision two of this section.

43 2. (a) If the shared vehicle owner has received notice of a safety
44 recall on a shared vehicle, before it is enrolled in a peer-to-peer car
45 sharing program such shared vehicle owner shall not make such vehicle
46 available as a shared vehicle on a peer-to-peer car sharing program
47 until the necessary safety recall repair has been made.

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

55 (c) If a shared vehicle owner has received notice of a safety recall
56 on a shared vehicle while such shared vehicle is in the possession of a

1 shared vehicle driver, the shared vehicle owner shall notify the peer-
2 to-peer car sharing program about the safety recall as soon as practica-
3 ble, and in no case longer than forty-eight hours after receipt of such
4 notice, so that the shared vehicle driver can be notified and the shared
5 vehicle can be removed from the peer-to-peer car sharing program until
6 the necessary safety recall repair has been made.

7 (d) A shared vehicle owner shall not enroll a vehicle in a peer-to-
8 peer car sharing program unless the vehicle has, within the preceding
9 twelve months, passed a safety inspection as required under section
10 three hundred one of the vehicle and traffic law. A peer-to-peer car
11 sharing program shall not permit a vehicle to be shared unless the
12 shared vehicle owner has furnished proof to the program within the
13 preceding twelve months that such an inspection has been completed.

14 § 220-e. Discrimination based on age prohibited. 1. It shall be unlaw-
15 ful for any person, firm, partnership, association or corporation
16 engaged in the business of peer-to-peer car sharing to refuse to make a
17 shared vehicle available to any person twenty-one years of age or older
18 solely on the basis of age, provided that insurance coverage for persons
19 of such age is available. Any actual cost for insurance related to the
20 age of the shared driver may be passed on to such person.

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

23 § 220-f. Discrimination on the basis of credit card ownership prohib-
24 ited. 1. It shall be unlawful for any person, firm, partnership, associ-
25 ation or corporation engaged in the business of peer-to-peer car sharing
26 to refuse to make a shared vehicle available to any person solely on the
27 requirement of ownership of a credit card.

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

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

36 § 220-g. Discrimination in peer-to-peer car sharing prohibited. 1. No
37 person, firm, partnership, association or corporation engaged in the
38 business of peer-to-peer car sharing shall refuse to make a shared vehi-
39 cle available to any person otherwise qualified because of race, color,
40 ethnic origin, religion, disability, or sex.

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

46 3. (a) If a peer-to-peer car sharing program shall engage in a
47 persistent or repeated business activity or conduct which discriminates
48 against any individual based on such individual's race, color, ethnic
49 origin, religion, disability, or sex or membership in an otherwise
50 protected class pursuant to federal law, the attorney general may apply,
51 in the name of the people of the state of New York, to the supreme court
52 of the state of New York, on five-day's notice, for an order enjoining
53 the continuance of such business activity and directing restitution and
54 damages. In any such proceeding, the attorney general may seek a civil
55 penalty not to exceed five thousand dollars per violation and may

1 recover costs pursuant to paragraph six of subdivision (a) of section
2 eighty-three hundred three of the civil practice law and rules.

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

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

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

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

17 § 220-h. Optional vehicle protection; requirements. 1. (a) (i) A
18 peer-to-peer car sharing program shall not charge a separately itemized
19 fee solely for optional vehicle protection, except as follows:

20 (A) the fee charged by a peer-to-peer car sharing program shall repre-
21 sent the program's good-faith estimate of a daily charge, as calculated
22 by the program, to recover the actual, total annual expenses, incurred
23 by the program, together with a commercially reasonable allowance for
24 the contractual risks assumed by the program, for the program's agree-
25 ment not to hold shared vehicle drivers who purchase such optional vehi-
26 cle protection responsible for all or part of any damage or loss to the
27 shared vehicle;

28 (B) if the total amount of optional vehicle protection fees collected
29 by a peer-to-peer car sharing program under this section in any calendar
30 year exceeds the program's actual costs, the program shall do both of
31 the following:

32 (1) retain the excess amount; and
33 (2) adjust the estimated, average per day optional vehicle protection
34 fee for the following calendar year by a corresponding amount.

35 (ii) Nothing herein shall prevent a peer-to-peer car sharing program
36 from making adjustment to the optional vehicle protection fee during the
37 calendar year.

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

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

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

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

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

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

54 (v) the damage or loss arises out of the use of the shared vehicle to
55 carry persons or property for hire, to push or tow anything, while

1 engaged in a speed contest, operating off-road, or for driver's train-
2 ing;

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

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

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

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

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

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

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

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

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

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

54 (c) When the website of a peer-to-peer car sharing program or the
55 video presentation of a television or internet advertisement by such
56 peer-to-peer car sharing program contains the written statement of the

1 cost of a shared vehicle, the depiction of such cost of the optional
2 vehicle protection shall be clear and conspicuous.

3 (d) When a radio advertisement or the audio presentation of a tele-
4 vision advertisement contains the statement of the cost of a shared
5 vehicle, the oral statement of such cost shall immediately be accompa-
6 nied by an oral statement of the cost of the optional vehicle protection
7 if offered as a separately itemized product.

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

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

22 "NOTICES

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

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

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

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

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

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

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

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

50 (c) by a person other than: (1) the shared vehicle driver; (2) the
51 shared vehicle driver's child over the age of eighteen or a parent or
52 parent-in-law of the shared vehicle driver, provided such child, parent
53 or parent-in-law is properly licensed to operate a motor vehicle and
54 resides in the same household as the shared vehicle driver; or (3) a

1 parking valet or parking garage attendant for compensation and in the
2 normal course of employment;

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

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

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

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

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

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

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

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

48 4. (a) Upon identification of damage by the shared vehicle owner or
49 peer-to-peer car sharing program at the time of return of the shared
50 vehicle, termination of the peer-to-peer car sharing agreement, or with-
51 in ten days if an inspection for damage is precluded because the shared
52 vehicle is returned by automation, returned after-hours, or recovered by
53 the shared vehicle owner or peer-to-peer car sharing program, the peer-
54 to-peer car sharing program shall furnish an incident report form and a
55 notice, pursuant to this paragraph, of the obligation of the shared
56 vehicle driver to execute and return to the peer-to-peer car sharing

1 program a complete and accurate incident report describing any physical
2 and/or mechanical damage. If the shared vehicle is returned by auto-
3 mation, returned after-hours, or recovered by the shared vehicle owner
4 or peer-to-peer car sharing program, such incident report form and
5 notice shall be mailed by overnight delivery service or certified mail,
6 return receipt requested, and another copy of such notification shall be
7 sent by regular mail. The peer-to-peer car sharing program shall retain
8 a copy of such notice and the certified mail return receipt for a period
9 of six years.

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

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

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

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

49 (f) The notice required by this subdivision shall be in at least
50 twelve-point bold face type and shall contain the statement: "Failure to
51 completely and accurately fill out and return an incident report within
52 ten days of receipt of this notice may make the shared vehicle driver
53 liable for damages sustained to the shared vehicle. Except where the
54 damaged vehicle is determined to be a total loss and subject to salvage,
55 the shared vehicle driver or his or her insurer has seventy-two hours
56 from the return or recovery of the vehicle to notify the peer-to-peer

1 car sharing program that he or she wishes to inspect the damaged vehi-
2 cle. The inspection must be completed within seven business days of the
3 request to inspect the shared vehicle. If the peer-to-peer car sharing
4 program does not receive notification from the shared vehicle driver or
5 his or her insurer requesting such inspection within the seventy-two-
6 hour period, the shared vehicle driver and his or her insurer will be
7 deemed to have waived this right. If the peer-to-peer car sharing
8 program determines the damaged vehicle to be a total loss and subject to
9 salvage, such seventy-two-hour period for notification or waiver of the
10 wish to inspect the damaged vehicle shall not apply, and such right to
11 inspect the damaged vehicle shall expire ten business days from the
12 shared vehicle driver's receipt of this notice from the peer-to-peer car
13 sharing company. Upon request of the shared vehicle driver or his or
14 her insurer, we will provide a copy of the professional estimate of the
15 costs of repairing the damaged motor vehicle." Information that is
16 provided in response to a request by a peer-to-peer car sharing program,
17 but that is not provided on an incident report form, shall satisfy any
18 reporting obligation of a shared vehicle driver if such response
19 substantially complies with the applicable requirements of this section.
20 If additional information is reasonably required by the peer-to-peer car
21 sharing program in order to adjust any claim of loss, same shall be
22 requested of the shared vehicle driver as soon as reasonably practica-
23 ble, who shall respond to same as soon as reasonably practicable.

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

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

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

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

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

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

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

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

55 5. (a) A peer-to-peer car sharing program may hold a shared vehicle
56 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

1 for physical damage which exceeds the amount authorized under paragraph
2 (b) of this subdivision.

3 (h) If insurance coverage exists under an applicable insurance policy
4 of the driver of a shared vehicle, such driver may require that the
5 peer-to-peer car sharing program submit any claims to such driver's
6 insurance carrier. Upon the request of a shared vehicle driver, the
7 peer-to-peer car sharing program shall submit any claims to such driv-
8 er's insurance carrier and shall not make any written or oral represen-
9 tations to the contrary, nor shall it make any written or oral represen-
10 tations that it shall not negotiate with such driver's insurance
11 carrier.

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

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

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

34 (d) Causes of action concerning the existence of, liability for, and
35 extent and cost of damage to such vehicle shall, where appropriate, be
36 commenced by a peer-to-peer car sharing program in a court of competent
37 jurisdiction, in accordance with the limitations and jurisdiction of the
38 appropriate court act, provided the claimant has first mailed a demand
39 letter. A demand letter sent by the peer-to-peer car sharing program
40 pursuant to this paragraph shall contain: (i) the name and post office
41 address of such peer-to-peer car sharing program, and of its attorney,
42 if any; (ii) the nature of such claim; (iii) the time when, the place
43 where and the manner in which such claim arose, if known, or if not
44 known, the time when and place where the damage was discovered by the
45 shared vehicle owner or peer-to-peer car sharing program; and (iv) the
46 items of damage or injuries claimed to have been sustained, accompanied
47 by supporting documentation, such as repair bills, invoices and esti-
48 mates in the possession of or available to such peer-to-peer car sharing
49 program. Such demand letter shall be served upon such shared vehicle
50 driver and his or her insurer in a manner reasonably designed to give
51 actual notice, via regular and certified mail, return receipt requested.
52 Nothing contained herein shall prohibit a peer-to-peer car sharing
53 program and a shared vehicle driver or his or her insurer from entering
54 into an agreement after a claim of loss to submit the matter to arbi-
55 tration 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 or article thirty-five of the insurance law, 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 or article thirty-five of the insurance law 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

1 before the time required, provided that such shared vehicle owner and/or
2 driver has given his or her express consent to receive such notice or
3 disclosure in such a manner.

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

13 § 220-n. Airport transactions. If an airport operator, including but
14 not limited to the public authority responsible for regulating commerce
15 at such airport within the state, requests that a peer-to-peer car shar-
16 ing program enter into an airport concession agreement, such peer-to-
17 peer car sharing program shall enter into a written agreement, where the
18 peer-to-peer car sharing program or shared vehicle owner uses the
19 program to:

- 20 1. list vehicles parked on airport property or at airport facilities;
- 21 2. contract for transportation to or from airport property or airport
22 facilities;
- 23 3. facilitate the use of a shared vehicle to transport airport passen-
24 gers on or off airport property; or
- 25 4. promote or market a shared vehicle to transport airport passengers
26 on or off airport property.

27 § 220-o. Enforcement. 1. Except where a different penalty is specif-
28 ically imposed pursuant to any provision of this article, any peer-to-
29 peer car sharing program found by a court of competent jurisdiction to
30 have violated a provision of this article shall be subject to a penalty
31 of not less than five hundred dollars nor more than one thousand dollars
32 for each violation.

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

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

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

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

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

53 § 4. The tax law is amended by adding a new article 29-D to read as
54 follows:

55 ARTICLE 29-D
56 ASSESSMENT FEES

1 Section 1299-J. Definitions

2 1299-K. Imposition of state-wide peer-to-peer assessment fee.

3 1299-L. Imposition of metropolitan commuter transportation
4 district assessment fee.

5 1299-M. Imposition of regional transportation assessment fee.

6 1299-N. Practice and procedure.

7 § 1299-J. Definitions. Terms used in this article shall have the same
8 meaning as in section three thousand five hundred one of the insurance
9 law unless expressly provided otherwise. For purposes of this article,
10 the following term shall have the following meaning:

11 "Gross charges paid by the shared vehicle driver" means all consider-
12 ation paid by a shared vehicle driver for use of a shared vehicle,
13 including optional charges and fees, except for separately stated charg-
14 es for taxes and government-imposed fees and airport facility fees,
15 whether imposed on the shared vehicle driver or passed through to the
16 shared vehicle driver.

17 § 1299-K. Imposition of state-wide peer-to-peer assessment fee. There
18 is hereby imposed on every peer-to-peer car sharing program a fee of two
19 percent of the gross charges paid by the shared vehicle driver when the
20 car sharing period begins or terminates anywhere in the state. The
21 commissioner shall deposit such proceeds to the credit of the general
22 fund. The tax imposed under this section shall increase to three percent
23 of gross charges paid by the shared vehicle driver on the first of Janu-
24 ary, two thousand twenty-three.

25 § 1299-L. Imposition of metropolitan commuter transportation district
26 assessment fee. There is hereby imposed on every peer-to-peer car shar-
27 ing program a metropolitan commuter transportation district fee of two
28 percent of the gross charges paid by the shared vehicle driver when the
29 car sharing period begins or terminates anywhere in metropolitan commu-
30 ter transportation district as described in subsection (a) of section
31 eight hundred of this chapter. The commissioner shall deposit and
32 dispose of the proceeds of the assessment imposed under this section
33 into the corporate transportation account of the metropolitan transpor-
34 tation authority special assistance fund established by section twelve
35 hundred seventy-a of the public authorities law, to be applied as
36 provided in paragraph (e) subdivision four of such section. The tax
37 imposed under this section shall increase to three percent of gross
38 charges paid by the shared vehicle driver on the first of January, two
39 thousand twenty-three.

40 § 1299-M. Imposition of regional transportation assessment fee. There
41 is hereby imposed on every peer-to-peer car sharing program a regional
42 transportation fee of two percent of the gross charges paid by the
43 shared vehicle driver for every car sharing period that is not subject
44 to the fee imposed under section one thousand two hundred ninety-nine-L
45 of this article. The commissioner shall deposit and dispose of the
46 proceeds imposed under this section into the public transportation
47 systems operating assistance account established by section eighty-
48 eight-a of the state finance law. The tax imposed under this section
49 shall increase to three percent of gross charges paid by the shared
50 vehicle driver on the first of January, two thousand twenty-three.

51 § 1299-N. Practice and procedure. The provisions of article twenty-
52 nine-B of this chapter shall apply with respect to the administration
53 and procedure with respect to the fees imposed by this article in the
54 same manner and in the same force and effect as if the language of such
55 sections of article twenty-nine-B of this chapter had been incorporated
56 in full into this article and had expressly referred to the fees imposed

1 under this article, except to the extent that any such provision is
2 either inconsistent with a provision of this article or is not relevant
3 to this article. The fees imposed under this article are in lieu of and
4 replace any tax as may be imposed under sections one thousand one
5 hundred sixty, one thousand one hundred sixty-six-a, and one thousand
6 one hundred sixty-six-b of this chapter.

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

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

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

27 (e) In the case of a shared vehicle, as defined in article thirty-five
28 of the insurance law, which shall be used in connection with a peer-to-
29 peer car sharing program as defined in such article, the insurance
30 requirements set forth in paragraph (a) of this subdivision may be
31 satisfied by insurance or financial security required to be maintained
32 in accordance with article thirty-five of the insurance law for the car
33 sharing period as defined therein. Such insurance and financial security
34 shall be deemed sufficient and adequate for the shared vehicle to oper-
35 ate in this state as a shared vehicle for the duration of the car shar-
36 ing period as defined in article thirty-five of the insurance law.

37 § 6. This act shall take effect on the ninetieth day after it shall
38 have become a law.