

# STATE OF NEW YORK

7422--A

2019-2020 Regular Sessions

## IN ASSEMBLY

May 1, 2019

Introduced by M. of A. RODRIGUEZ, CAHILL -- read once and referred to the Committee on Insurance -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

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,

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

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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" means a motor vehicle that is available for shar-  
7 ing through a peer-to-peer car sharing program that is both:

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

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

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

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

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

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

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

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

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

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

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

45 (k) "Group policy" means an insurance policy issued pursuant to this  
46 article.

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

50 (m) "Motor vehicle" shall:

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

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

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

1     § 3502. Requirements for doing business. (a) No shared vehicle shall  
2 be classified as a commercial vehicle, for-hire vehicle, permissive use  
3 vehicle, taxi-cab, or rental vehicle as defined in section one hundred  
4 thirty-seven-a of the vehicle and traffic law, or livery solely because  
5 its registered owner allows it to be used for peer-to-peer car sharing,  
6 or as such for the duration of the car sharing period, as long as:

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

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

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

17     (1) provide insurance coverage in amounts no less than the minimum  
18 amounts required 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;

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

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

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

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

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

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

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

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

53     Provided, however, that insurance and financial security required  
54 under paragraph three of subsection (b) of this section respecting  
55 supplementary uninsured/underinsured motor insurance shall be maintained

1 by the shared vehicle program, or a parent entity or direct subsidiary  
2 of the shared vehicle program.

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

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

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

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

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

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

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

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

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

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

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

(5) Ensure that the shared vehicle owner acknowledges upon or before enrollment in a peer-to-peer car sharing program, and is notified to the extent reasonably practicable before each car sharing period, that New York law may impose liability for injuries to person or property resulting from the negligence in the use or operation of the shared vehicle by shared vehicle drivers for judgments exceeding the coverage limits of insurance in effect during the car sharing period. The subsequent notice required under this subsection may be provided electronically, including by electronic mail and hyperlink to a website explaining insurance coverages and vicarious liability or other substantially similar means of notice.

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

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

(g) Group coverages provided for in this article 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 lines 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.

(h) At the time a vehicle is enrolled in the peer-to-peer car sharing program, the peer-to-peer car sharing platform shall file with the department of motor vehicles, in such form and manner as the department of motor vehicles may require, a statement identifying the shared vehicle and the manner in which the insurance and financial responsibility requirements of this article are satisfied. The department shall identify the vehicle as enrolled in the car sharing program in electronic records of the vehicle registration.

§ 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 insurers providing coverages under section three thousand five hundred two of this article shall provide financial responsibility 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 required in section three thousand five hundred two of this article, 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 or financial security maintained by the program.

(b) If insurance maintained by a shared vehicle owner or shared vehicle driver pursuant to paragraph one of subsection (b) of section three thousand five hundred two of this article has lapsed or shall not



1 provide the required coverage, the peer-to-peer car sharing program  
2 shall provide financial security required by paragraph one of subsection  
3 (b) of section three thousand five hundred two of this article on a  
4 primary basis and have the duty to defend such claim.

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

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

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

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

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

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

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

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

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

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

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

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

55 (g) To the extent not otherwise prohibited by state or federal law, in  
56 a claims coverage investigation, a peer-to-peer car sharing program

1 shall cooperate to facilitate the exchange of relevant information with  
2 directly involved parties and any insurer of a shared vehicle owner's or  
3 shared vehicle driver's participation in a peer-to-peer car sharing  
4 program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

48 (e) An insurer who issues a group insurance policy described in this  
49 section shall issue such policy identifying the peer-to-peer car sharing  
50 program as the named insured, and any such policy shall include a  
51 provision that provides primary coverage, without prior notice to the  
52 insurer, for all shared vehicles during the peer-to-peer car sharing  
53 period. Such policy shall also include a provision that claims shall be  
54 adjusted pursuant to section three thousand four hundred twelve of this  
55 chapter, and it shall further include physical damage coverage for  
56 damage or loss to the shared vehicle that shall have been incurred



1 during the peer-to-peer car sharing period at a level no less than that  
2 of the amount of third party physical damage coverage.

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

6 (g) A group policy, as provided for in this section, shall not be  
7 dependent on a personal motor vehicle liability insurer first denying a  
8 claim, nor shall a personal motor vehicle insurance policy be required  
9 to first deny a claim before the group policy shall afford coverage  
10 pursuant to this section.

11 (h) Group coverage provided for in this section may be placed with an  
12 excess or surplus line insurer allowed by law to insure risks in New  
13 York; provided, however, that compliance with the excess and surplus  
14 line statutes and regulations of this state shall be performed with  
15 respect to the group as a whole and not with respect to individual group  
16 members.

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

#### 19 ARTICLE 12-C

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

#### 21 Section 220. Definitions.

##### 22 220-a. Disclosures.

##### 23 220-b. Driver's license verification; data retention.

##### 24 220-c. Responsibility for equipment.

##### 25 220-d. Safety recalls.

##### 26 220-e. Discrimination based on age prohibited.

##### 27 220-f. Discrimination on the basis of credit card ownership 28 prohibited.

##### 29 220-g. Discrimination in peer-to-peer car sharing prohibited.

##### 30 220-h. Optional vehicle protection; requirements.

##### 31 220-i. Rate disclosures.

##### 32 220-j. Geographical discrimination prohibited.

##### 33 220-k. Global positioning systems.

##### 34 220-l. Notice.

##### 35 220-m. Electronic notice authorized.

##### 36 220-n. Airport transactions.

##### 37 220-o. Enforcement.

38 § 220. Definitions. Terms used in this article shall have the same  
39 meaning as in section three thousand five hundred one of article thir-  
40 ty-five of the insurance law unless expressly provided otherwise. As  
41 used in this article, the following term shall have the following mean-  
42 ing:

##### 43 1. "Optional vehicle protection" shall:

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

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

53 § 220-a. Disclosures. Each peer-to-peer car sharing program agreement  
54 made in the state shall disclose to the shared vehicle owner and the  
55 shared vehicle driver:

1 1. 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; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

51 (b) If a shared vehicle owner has received notice of a safety recall  
52 on a shared vehicle while the shared vehicle is available on a peer-to-  
53 peer car sharing program, the shared vehicle owner shall remove the  
54 shared vehicle from such peer-to-peer car sharing program, as soon as  
55 practicable, and in no case longer than seventy-two hours after receipt

1 of such notice, and it shall not be made available thereafter until the  
2 necessary repairs under the safety recall shall have been completed.

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

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

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

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

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

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

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

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

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

50 3. (a) If a peer-to-peer car sharing program shall engage in a  
51 persistent or repeated business activity or conduct which discriminates  
52 against any individual based on such individual's race, color, ethnic  
53 origin, religion, disability, or sex or membership in an otherwise  
54 protected class pursuant to federal law, the attorney general may apply,  
55 in the name of the people of the state of New York, to the supreme court  
56 of the state of New York, on five-day's notice, for an order enjoining

1 the continuance of such business activity and directing restitution and  
2 damages. In any such proceeding, the attorney general may seek a civil  
3 penalty not to exceed five thousand dollars per violation and may  
4 recover costs pursuant to paragraph six of subdivision (a) of section  
5 eighty-three hundred three of the civil practice law and rules.

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

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

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

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

20 § 220-h. Optional vehicle protection; requirements. 1. (a) (i) A  
21 peer-to-peer car sharing program shall not charge a separately itemized  
22 fee solely for optional vehicle protection, except as follows:

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

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

35 (1) retain the excess amount; and

36 (2) adjust the estimated, average per day optional vehicle protection  
37 fee for the following calendar year by a corresponding amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### "NOTICES

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

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

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

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

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

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

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

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

(c) by a person other than: (1) the shared vehicle driver; (2) the shared vehicle driver's child over the age of eighteen or a parent or parent-in-law of the shared vehicle driver, provided such child, parent

1 or parent-in-law is properly licensed to operate a motor vehicle and  
2 resides in the same household as the shared vehicle driver; or (3) a  
3 parking valet or parking garage attendant for compensation and in the  
4 normal course of employment;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

55     (g) A claim against a shared vehicle driver resulting from damage or  
56 loss to a shared vehicle shall be reasonable and reflect the value of



1 the actual loss incurred. A peer-to-peer car sharing program shall miti-  
2 gate damages where possible and shall not assert or collect any claim  
3 for physical damage which exceeds the amount authorized under paragraph  
4 (b) of this subdivision.

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

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

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

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

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

1 into an agreement after a claim of loss to submit the matter to arbi-  
2 tration or mediation.

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

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

14 § 220-i. Rate disclosures. No peer-to-peer car sharing program shall  
15 advertise or quote a rate that does not include all charges, except  
16 taxes or optional items and/or services or any mileage charge, which the  
17 shared vehicle driver must pay to obtain access to the vehicle.

18 § 220-j. Geographical discrimination prohibited. It shall be unlawful  
19 for any peer-to-peer car sharing program to engage in any of the follow-  
20 ing practices solely on the basis of the geographical location of the  
21 residence of a New York state resident attempting to enter into a peer-  
22 to-peer car sharing agreement:

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

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

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

29 § 220-k. Global positioning systems. A peer-to-peer car sharing  
30 program shall not use information from any global positioning system  
31 technology to determine or impose any costs, fees, charges, or penalties  
32 on a shared vehicle driver for such driver's use of a shared vehicle.  
33 The use of global positioning technology shall not limit the right of  
34 such peer-to-peer car sharing program to impose costs, fees, charges, or  
35 penalties to recover a vehicle that is lost, misplaced, or stolen. The  
36 provisions of this subdivision shall not be construed to modify or  
37 supersede any other provision of law.

38 § 220-l. Notice. In accordance with any applicable federal law or  
39 rule, every peer-to-peer car sharing program shall display the following  
40 notice prominently and in a clear and conspicuous location on its  
41 website, with lettering that is legible:

42 "NOTICE: New York State Law prohibits the following practices by peer-  
43 to-peer car sharing programs based upon race, color, ethnic origin,  
44 religion, disability, sex, marital status, or age: (1) refusal to allow  
45 participation in a peer-to-peer car sharing program; and (2) the imposi-  
46 tion of any additional charge (except in certain instances where the  
47 shared vehicle driver is under the age of 25). In addition, it is unlaw-  
48 ful for any peer-to-peer car sharing program to refuse to allow partic-  
49 ipation in the program to any person solely on the requirement of owner-  
50 ship of a credit card."

51 § 220-m. Electronic notice authorized. 1. Notwithstanding any other  
52 provision of this article or article thirty-five of the insurance law,  
53 any notice or disclosure of general applicability required to be  
54 provided, delivered, posted, or otherwise made available by a peer-to-  
55 peer sharing program pursuant to any provision of this article or arti-  
56 cle thirty-five of the insurance law shall also be deemed timely and

1 effectively made where such notice or disclosure is provided or deliv-  
2 ered electronically to the shared vehicle owner and/or driver at or  
3 before the time required, provided that such shared vehicle owner and/or  
4 driver has given his or her express consent to receive such notice or  
5 disclosure in such a manner.

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

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

22 1. list vehicles parked on airport property or at airport facilities;  
23 2. contract for transportation to or from airport property or airport  
24 facilities;

25 3. facilitate the use of a shared vehicle to transport airport passen-  
26 gers on or off airport property; or

27 4. promote or market a shared vehicle to transport airport passengers  
28 on or off airport property.

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

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

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

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

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

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

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

ARTICLE 29-D  
ASSESSMENT FEES

Section 1299-J. Definitions

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

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

1299-M. Imposition of regional transportation assessment fee.

1299-N. Practice and procedure.

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

"Gross charges paid by the shared vehicle driver" means all consideration paid by a shared vehicle driver for use of a shared vehicle, including optional charges and fees, except for separately stated charges for taxes and government-imposed fees and airport facility fees, whether imposed on the shared vehicle driver or passed through to the shared vehicle driver.

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

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

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

§ 1299-N. Practice and procedure. The provisions of article twenty-nine-B of this chapter shall apply with respect to the administration and procedure with respect to the fees imposed by this article in the same manner and in the same force and effect as if the language of such

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

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

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

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

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

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