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:

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

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

ARTICLE 35

PEER-TO-PEER CAR SHARING PROGRAMS

Section 3501. Definitions.
3502. Requirements for doing business.
3503. Program liability.
3504. Lien implications; notification.
3505. Exclusions for personal motor vehicle liability insurance policy.
3506. Insurable interest.
3507. Group insurance for peer-to-peer car sharing programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) "Peer-to-peer car sharing termination time" shall mean the earliest of the following events:

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

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

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

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

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

(m) "Motor vehicle" shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) any insurance financial security, or physical damage protection offered pursuant to subsection (b) of this section, may not be valid or collectible for damages or losses that occur outside of the peer-to-peer 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 provide the required coverage, the peer-to-peer car sharing program shall provide financial security required by paragraph one of subsection

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

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

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

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

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

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

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

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

(2) excluded under the terms of its policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) An insurer which is authorized or eligible to do business in the state, including an excess or surplus line insurer allowed by law to insure risks 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 the program, to insure against loss due to physical damage to shared vehicles while the shared vehicles are in the custody of such peer-to-peer car sharing program or a shared vehicle driver. Such group policy shall provide primary coverage for physical damage loss either by collision coverage, comprehensive coverage, or both, to the shared vehicle while it shall be in the custody of the peer-to-peer car sharing program or shared vehicle driver.

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

(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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) the fee charged by a peer-to-peer car sharing program shall represent the program's good-faith estimate of a daily charge, as calculated by the program, to recover the actual, total annual expenses, incurred by the program, together with a commercially reasonable allowance for the contractual risks assumed by the program, for the program's agreement not to hold shared vehicle drivers who purchase such optional vehicle protection responsible for all or part of any damage or loss to the shared vehicle;

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

(1) retain the excess amount; and

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

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

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

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

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

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

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

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

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

engaged in a speed contest, operating off-road, or for driver's training;

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

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

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

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

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

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

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

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

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

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

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

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

(d) When a radio advertisement or the audio presentation of a television advertisement contains the statement of the cost of a shared vehicle, the oral statement of such cost shall immediately be accompanied by an oral statement of the cost of the optional vehicle protection 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 or parent-in-law is properly licensed to operate a motor vehicle and resides in the same household as the shared vehicle driver; or (3) a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. (a) A peer-to-peer car sharing program may hold a shared vehicle driver liable to the extent permitted under this chapter for physical or

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

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

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

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

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

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

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

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

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

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

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

(g) A claim against a shared vehicle driver resulting from damage or loss to a shared vehicle shall be reasonable and reflect the value of the actual loss incurred. A peer-to-peer car sharing program shall mitigate damages where possible and shall not assert or collect any claim

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

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

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

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

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

(d) Causes of action concerning the existence of, liability for, and extent and cost of damage to such vehicle shall, where appropriate, be commenced by a peer-to-peer car sharing program in a court of competent jurisdiction, in accordance with the limitations and jurisdiction of the appropriate court act, provided the claimant has first mailed a demand letter. A demand letter sent by the peer-to-peer car sharing program pursuant to this paragraph shall contain: (i) the name and post office address of such peer-to-peer car sharing program, and of its attorney, if any; (ii) the nature of such claim; (iii) the time when, the place where and the manner in which such claim arose, if known, or if not known, the time when and place where the damage was discovered by the shared vehicle owner or peer-to-peer car sharing program; and (iv) the items of damage or injuries claimed to have been sustained, accompanied by supporting documentation, such as repair bills, invoices and estimates in the possession of or available to such peer-to-peer car sharing program. Such demand letter shall be served upon such shared vehicle driver and his or her insurer in a manner reasonably designed to give actual notice, via regular and certified mail, return receipt requested. Nothing contained herein shall prohibit a peer-to-peer car sharing program and a shared vehicle driver or his or her insurer from entering into an agreement after a claim of loss to submit the matter to arbitration or mediation.

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

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

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

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

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

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

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

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

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

"NOTICE: New York State Law prohibits the following practices by peer-to-peer car sharing programs based upon race, color, ethnic origin, religion, disability, sex, marital status, or age: (1) refusal to allow participation in a peer-to-peer car sharing program; and (2) the imposition of any additional charge (except in certain instances where the shared vehicle driver is under the age of 25). In addition, it is unlawful for any peer-to-peer car sharing program to refuse to allow participation in the program to any person solely on the requirement of ownership of a credit card."

§ 220-m. Electronic notice authorized. 1. Notwithstanding any other provision of this article 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

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

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

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

1. list vehicles parked on airport property or at airport facilities;

2. contract for transportation to or from airport property or airport facilities;

3. facilitate the use of a shared vehicle to transport airport passengers on or off airport property; or

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

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

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

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

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

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

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

§ 4. The tax law is amended by adding a new article 29-D to read as 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 sections of article twenty-nine-B of this chapter had been incorporated in full into this article and had expressly referred to the fees imposed

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

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

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

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

(e) In the case of a shared vehicle, as defined in article thirty-five of the insurance law, which shall be used in connection with a peer-to-peer car sharing program as defined in such article, the insurance requirements set forth in paragraph (a) of this subdivision may be satisfied by insurance or financial security required to be maintained in accordance with article thirty-five of the insurance law for the car sharing period as defined therein. Such insurance and financial security shall be deemed sufficient and adequate for the shared vehicle to operate in this state as a shared vehicle for the duration of the car sharing period as defined in article thirty-five of the insurance law.

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