

STATE OF NEW YORK

7838

IN SENATE

January 12, 2022

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 and the tax law in relation to peer-to-peer car sharing; to amend a chapter of the laws of 2021 amending the insurance law, the general business law, the tax law and the vehicle and traffic law relating to enacting the peer-to-peer car sharing program act, as proposed in legislative bills numbers S. 6715 and A. 2349-A, in relation to the effectiveness thereof; and to repeal certain provisions of such laws relating thereto

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

1 Section 1. Paragraph 2 of subsection (b) of section 2305 of the insurance law, as amended by section 9 of part AAA of chapter 59 of the laws of 2017, is amended to read as follows:

2 (2) motor vehicle insurance, or surety bonds, required by section
3 three hundred seventy of the vehicle and traffic law or article forty-
4 four-B of the vehicle and traffic law, or article forty of the general
5 business law;

6 § 2. Paragraph 1 of subsection (a) of section 3425 of the insurance
7 law, as amended by section 10 of part AAA of chapter 59 of the laws of
8 2017, is amended to read as follows:

9 (1) "Covered policy" means a contract of insurance, referred to in
10 this section as "automobile insurance", issued or issued for delivery in
11 this state, on a risk located or resident in this state, insuring
12 against losses or liabilities arising out of the ownership, operation,
13 or use of a motor vehicle, predominantly used for non-business purposes,
14 when a natural person is the named insured under the policy of automomobile insurance; provided, however, that the use or operation of the
15 motor vehicle by a transportation network company driver as a TNC vehicle in accordance with article forty-four-B of the vehicle and traffic
16 law or the use or operation of the motor vehicle through a peer-to-peer
17 car sharing program in accordance with article forty of the general
18 business law, shall not be included in determining whether the motor
19 vehicle is being used predominantly for non-business purposes.
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EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD03055-10-2

1 § 3. Sections 3458, 3459, 3460 and 3461 of the insurance law, as added
 2 by a chapter of the laws of 2021 amending the insurance law, the general
 3 business law, the tax law, and the vehicle and traffic law relating to
 4 enacting the peer-to-peer car sharing program act, as proposed in legis-
 5 lative bills numbers S. 6715 and A. 2349-A, are amended to read as
 6 follows:

7 § 3458. Group insurance for peer-to-peer car sharing programs. (a)
 8 For the purposes of this section [~~and sections three thousand four~~
 9 ~~hundred fifty-nine, three thousand four hundred sixty and three thousand~~
 10 ~~four hundred sixty-one of this article~~], the following definitions shall
 11 apply:

12 (1) "Certificate" or "certificate of insurance" means any policy,
 13 contract or other evidence of insurance, or endorsement thereto, issued
 14 to a group member under a peer-to-peer car sharing group policy.

15 (2) "Group policyholder" means an administrator.

16 (3) "Group policy member" means a shared vehicle owner or a shared
 17 vehicle driver participating in a program.

18 (4) "Peer-to-peer car [sharing" shall have the same meaning as set
 19 forth in article forty of the general business law.] sharing group poli-
 20 cy" or "group policy" means a group policy, including certificates
 21 issued to the group members, where the group policyholder is an adminis-
 22 trator and the policy provides insurance to the administrator and to
 23 group members:

24 (A) in accordance with the requirements of article forty of the gener-
 25 al business law;

26 (B) of the type described in paragraph thirteen, fourteen, or nineteen
 27 of subsection (a) of section one thousand one hundred thirteen of this
 28 chapter; and

29 (C) in satisfaction of the financial responsibility requirements set
 30 forth in section three thousand four hundred twenty of this article,
 31 subdivision four of section three hundred eleven of the vehicle and
 32 traffic law, article fifty-one of this chapter, and such other require-
 33 ments or regulations that may apply for the purposes of satisfying the
 34 financial responsibility requirements with respect to the use or opera-
 35 tion of a motor vehicle.

36 [~~(2)~~] (5) "Peer-to-peer car sharing program" or "program" shall have
 37 the same meaning as set forth in article forty of the general business
 38 law.

39 [~~(3)~~] ~~"Peer-to-peer car sharing program agreement" or "agreement" shall~~
 40 ~~have the same meaning as set forth in article forty of the general busi-~~
 41 ~~ness law.~~

42 [~~(4)~~] ~~"Shared vehicle" shall have the same meaning as set forth in arti-~~
 43 ~~cle forty of the general business law.~~

44 [~~(5)~~] (6) "Peer-to-peer car sharing program administrator" or "adminis-
 45 trator" shall have the same meaning as set forth in article forty of the
 46 general business law.

47 (7) "Shared vehicle driver" shall have the same meaning as set forth
 48 in article forty of the general business law.

49 [~~(6)~~] (8) "Shared vehicle owner" shall have the same meaning as set
 50 forth in article forty of the general business law.

51 [~~(7)~~] ~~"Peer to peer car sharing delivery period" shall have the same~~
 52 ~~meaning as set forth in article forty of the general business law.~~

53 [~~(8)~~] ~~"Peer to peer car sharing start time" shall have the same meaning~~
 54 ~~as set forth in article forty of the general business law.]~~

1 (9) "Peer-to-peer car sharing period" or "car sharing period" shall
2 have the same meaning as set forth in article forty of the general busi-
3 ness law.

4 ~~[(10) "Peer-to-peer car sharing termination time" shall have the same
5 meaning as set forth in article forty of the general business law.~~

6 ~~(11) "Group policy" means an insurance policy that provides insurance
7 to a peer-to-peer car sharing program in accordance with the require-
8 ments of section nine hundred two of the general business law.]~~

9 ~~[(12)]~~ (10) "Motor vehicle" shall have the same meaning as set forth
10 in article forty of the general business law.

11 (b) ~~[An insurer who is authorized or eligible to do business in the
12 state may issue, or issue for delivery in this state, a group policy of
13 liability and property and casualty insurance to a peer-to-peer car
14 sharing program to insure such peer-to-peer car sharing program, shared
15 vehicles under the terms and conditions of peer-to-peer car sharing
16 program agreements, shared vehicle drivers, and occupants of shared
17 vehicles, as well as the program's agents, employees, directors, offi-
18 cers and assigns, as long as the following requirements are met:~~

19 ~~(1) such policy shall be primary with respect to any other insurance
20 available to the shared vehicle owner, shared vehicle driver, or any
21 other operator of the shared vehicle in the circumstances described in
22 subdivision two of section nine hundred three of the general business
23 law;~~

24 ~~(2) such policy shall provide coverage in accordance with the require-
25 ments of subdivision two of section nine hundred two of the general
26 business law.~~

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

38 ~~(d) A group policy as provided for in subsections (b) and (c) of this
39 section shall only be issued in accordance with the provisions of this
40 section and section three thousand four hundred sixty-one of this arti-
41 cle.~~

42 ~~(e) An insurer which is authorized or eligible to do business in the
43 state may issue a group policy of physical damage insurance to a peer-
44 to-peer car sharing program to insure against loss due to physical
45 damage to shared vehicles while the shared vehicles are in the custody
46 of such peer-to-peer car sharing program shared vehicle driver. Except
47 when the peer-to-peer car sharing program has contractually agreed to
48 assume the risk of loss due to physical damage to the shared vehicle,
49 such group policy shall provide primary coverage for physical damage
50 loss either by collision coverage, comprehensive coverage, or both, to
51 the shared vehicle while it shall be in the custody of the peer-to-peer
52 car sharing program shared vehicle driver.~~

53 ~~(f) An insurer which issues a group insurance policy described in this
54 section shall issue such policy identifying the peer-to-peer car sharing
55 program as the named insured, and any such policy shall include a
56 provision that provides primary coverage, without prior notice to the~~

~~insurer, for all shared vehicles during the peer to peer car sharing period. Except when the peer to peer car sharing program has contractually agreed to assume the risk of loss due to physical damage to the shared vehicle, such policy shall also include a provision that claims shall be adjusted pursuant to section three thousand four hundred twelve of this article, and, except when the peer to peer car sharing program has contractually agreed to assume the risk of loss due to physical damage to the shared vehicle, it shall further include physical damage coverage for damage or loss to the shared vehicle that shall have been incurred during the peer to peer car sharing period at a level no less than that of the amount of third party physical damage coverage.~~

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

~~(h)] An insurer may issue or issue for delivery in this state a group policy to an administrator as a group policyholder only in accordance with the provisions of this section.~~

(c) (1) A group policy shall provide coverage for a shared vehicle owner's motor vehicle in accordance with the requirements of article forty of the general business law.

(2) A group policy may provide:

(A) coverage for limits higher than the minimum limits required by subdivision two of section nine hundred one of the general business law, with regard to financial responsibility coverage;

(B) supplemental spousal liability insurance pursuant to subsection (g) of section three thousand four hundred twenty of this chapter; and

(C) motor vehicle physical damage coverage as described in paragraph nineteen of subsection (a) of section one thousand one hundred thirteen of this chapter.

(3) The coverage described in paragraphs one and two of this subsection may be provided in one group policy or in separate group policies.

(4) A group policy, including certificates, shall be issued by authorized insurers or through excess line brokers pursuant to section two thousand one hundred eighteen of this chapter.

(5) A policyholder also may be an insured under a group policy.

(d) The premium for the group policy, including certificates, may be paid by the group policyholder from the funds contributed:

(1) wholly by the group policyholder;

(2) wholly by the group policy members; or

(3) jointly by the group policyholder and the group policy members.

(e)(1) Any policy dividend, retrospective premium credit, or retrospective premium refund in respect of premiums paid by the group policyholder may:

(A) be applied to reduce the premium contribution of the group policyholder, but not in excess of the proportion to its contribution; or

(B) be retained by the group policyholder.

(2) Any policy dividend, retrospective premium credit, or retrospective premium refund not distributed under paragraph one of this subsection shall be:

(A) applied to reduce future premiums and, accordingly, future contributions, of existing or future group policy members, or both; or

(B) paid or refunded to those group policy members insured on the date the payment or refund is made to the group policyholder, if distributed by the group policyholder, or on the date of mailing, if distributed directly by the insurer, subject to the following requirements:

1 (i) the insurer shall be responsible for determining the allocation of
2 the payment or refund to the group policy members;

3 (ii) if the group policyholder distributes the payment or refund, then
4 the insurer shall be responsible for conducting an audit to ascertain
5 that the payment or refund is actually made in accordance with the allo-
6 cation procedure; and

7 (iii) if the group policyholder fails to make the payment or refund,
8 then the insurer shall make the payment or refund directly or use the
9 method provided in subparagraph (A) of this paragraph.

10 (3) Notwithstanding paragraphs one and two of this subsection, if a
11 dividend accrues upon termination of coverage under a group policy, the
12 premium for which was paid out of funds contributed by group policy
13 members specifically for the coverage, then the dividend shall be paid
14 or refunded by the group policyholder to the group policy members
15 insured on the date the payment or refund is made to the group policy-
16 holder net of reasonable expenses incurred by the group policyholder in
17 paying or refunding the dividend to such group policy members.

18 (4) For the purposes of this subsection, "dividend" means a return by
19 an insurer to a group policyholder of excess premiums paid by that group
20 policyholder in light of its favorable loss experience, including retro-
21 spective premium credits or retrospective premium refunds. The term
22 "dividend" does not include reimbursements or fees received by a group
23 policyholder in connection with the operation or administration of a
24 group policy, including administrative reimbursements, fees for services
25 provided by the group policyholder, or transactional service fees.

26 (f) The insurer shall treat in like manner all eligible group policy
27 members of the same class and status.

28 (g) Each policy written pursuant to this section shall provide per
29 occurrence limits of coverage for each group policy member in an amount
30 not less than that required by article forty of the general business
31 law, and may provide coverage for limits higher than the minimum limits
32 required under the law.

33 (h)(1) The insurer shall be responsible for the mailing or delivery of
34 a certificate of insurance to each group policy member, provided, howev-
35 er, that the insurer may delegate the mailing or delivery to the admin-
36 istrator. The insurer also shall be responsible for mailing or delivery
37 to each group policy member an amended certificate of insurance, or
38 endorsement to the certificate, whenever there is a change of limits;
39 change in type of coverage; addition, reduction, or elimination of
40 coverage; or addition of exclusion, under the group policy or certif-
41 icate.

42 (2) The certificate shall contain in substance all material terms and
43 conditions of coverage afforded to the group policy member, unless the
44 group policy is incorporated by reference and a copy of the group policy
45 accompanies the certificate.

46 (3) If coverage afforded to the group policy member is in excess of
47 other applicable insurance coverage, then the certificate shall contain
48 a notice advising the group policy member that if the group policy
49 member has other insurance coverage, specified coverages under the group
50 policy will be excess over the other insurance.

51 (i) A group policyholder shall comply with the provisions of section
52 two thousand one hundred twenty-two of this chapter, in the same manner
53 as an insurance agent or insurance broker, in any advertisement, sign,
54 pamphlet, circular, card, or other public announcement referring to
55 coverage under a group policy or certificate.

1 (j) A group policy or certificate shall not be subject to section
2 three thousand four hundred twenty-five or section three thousand four
3 hundred twenty-six of this article, provided that the following require-
4 ments shall apply with regard to termination of coverage:

5 (1)(A) An insurer may terminate a group policy or certificate only if
6 cancellation is based on one or more of the reasons set forth in subpar-
7 agraphs (A) through (D) or (F) through (H) of paragraph one of
8 subsection (c) of section three thousand four hundred twenty-six of this
9 article; provided, however, that an act or omission by a group member
10 that would constitute the basis for cancellation of an individual
11 certificate shall not constitute the basis for cancellation of the group
12 policy.

13 (B) Where the premium is derived wholly from funds contributed by the
14 group policyholder, an insurer may cancel an individual certificate only
15 if cancellation is based on one or more of the reasons set forth in
16 subparagraphs (B), (C), or (H) of paragraph one of subsection (c) of
17 section three thousand four hundred twenty-six of this article.

18 (2)(A) An insurer's cancellation of a group policy, including all
19 certificates, shall not become effective until thirty days after the
20 insurer mails or delivers written notice of cancellation to the group
21 policyholder at the mailing address shown in the policy or to an elec-
22 tronic mail address at which the group policyholder has consented to
23 receive such notice.

24 (i) Where all or part of the premium is derived from funds contributed
25 by the group policy member specifically for the coverage, the insurer
26 also shall mail or deliver written notice of cancellation of the group
27 policy to the group policy member at the group policy member's mailing
28 address or to an electronic mail address at which the group policy
29 member has consented to receive such notice. Such cancellation shall
30 not become effective until thirty days after the insurer mails or deliv-
31 ers the written notice to the group policy member.

32 (ii) Where none of the premium is derived from funds contributed by a
33 group policy member specifically for the coverage, the group policyhold-
34 er shall mail or deliver written notice to the group policy member
35 advising the group policy member of the cancellation of the group policy
36 and the effective date of cancellation. The group policyholder shall
37 mail or deliver the written notice within ninety days after receiving
38 notice of cancellation from the insurer.

39 (B) An insurer's cancellation of an individual certificate shall not
40 become effective until thirty days after the insurer mails or delivers
41 written notice of cancellation to the group policy member at the group
42 policy member's mailing address, or to an electronic mail address at
43 which the group policy member has consented to receive such notice, and
44 to the group policyholder at the mailing address shown in the group
45 policy or to an electronic mail address at which the group policyholder
46 has consented to receive such notice.

47 (3)(A) A group policyholder may cancel a group policy, including all
48 certificates, or any individual certificate, for any reason upon thirty
49 days' written notice to the insurer and each group policy member; and

50 (B) The group policyholder shall mail or deliver written notice to
51 each affected group policy member of the group policyholder's cancella-
52 tion of the group policy or certificate and the effective date of
53 cancellation. The group policyholder shall mail or deliver the written
54 notice to the group policy member's mailing address, or to an electronic
55 mail address at which the group policy member has consented to receive

1 such notice, at least thirty days prior to the effective date of cancel-
2 lation.

3 (4) A group policy member may cancel optional coverage upon providing
4 notice to the group policyholder. For the purposes of this subsection,
5 "optional coverage" means coverage other than financial responsibility
6 coverage that an individual group policy member purchases on an optional
7 basis. "Optional coverage" does not mean optional vehicle protection as
8 defined in article forty of the general business law.

9 (5)(A) A group policy and all certificates shall be issued or renewed
10 for a one-year policy period unless the group policy provides for a
11 longer policy period.

12 (B) The group policyholder shall be entitled to renew the group policy
13 and all certificates upon timely payment of the premium billed to the
14 group policyholder for the renewal, unless the insurer mails or delivers
15 to the group policyholder and all group policy members written notice of
16 nonrenewal, or conditional renewal, at least thirty but not more than
17 one hundred twenty days prior to the expiration date specified in the
18 group policy or, if no date is specified, then the next anniversary date
19 of the group policy.

20 (6) Where the group policyholder nonrenews the group policy, the group
21 policyholder shall mail or deliver written notice to each group member
22 advising the group policy member of nonrenewal of the group policy and
23 the effective date of nonrenewal. The group policyholder shall mail or
24 deliver written notice at least thirty days prior to the nonrenewal.

25 (7) Every notice of cancellation, nonrenewal, or conditional renewal
26 from an insurer shall set forth the specific reason or reasons for
27 cancellation, nonrenewal, or conditional renewal.

28 (8)(A) An insurer shall not be required under this subsection to give
29 notice to a group policy member if the insurer has been advised by
30 either the group policyholder or another insurer that substantially
31 similar coverage has been obtained from the other insurer without lapse
32 of coverage.

33 (B) A group policyholder shall not be required under this subsection
34 to give notice to a group policy member if substantially similar cover-
35 age has been obtained from another insurer without lapse of coverage.

36 (9)(A) If, prior to the effective date of cancellation, nonrenewal, or
37 conditional renewal of the group policy, or a certificate, whether
38 initiated by the insurer, group policyholder or by the group policy
39 member in regard to the group policy member's certificate, coverage
40 attaches pursuant to the terms of a group policy, then the coverage
41 shall be effective until expiration of the applicable period of coverage
42 provided in the group policy notwithstanding the cancellation, nonrenew-
43 al or conditional nonrenewal of the group policy.

44 (B) Notwithstanding subparagraph (A) of this paragraph, an insurer may
45 terminate coverage under an individual certificate on the effective date
46 of cancellation, if the certificate is cancelled in accordance with the
47 provisions of subparagraph (B) of paragraph one of this subsection.

48 (k) Any mailing or delivery to a group policy member required or
49 permitted under this section may be made by electronic mail if affirma-
50 tive verifiable consent to such method of delivery has been previously
51 received from such group policy member.

52 (l) An insurer may issue a group policy to an administrator notwith-
53 standing that it may be a condition of using or operating a motor vehi-
54 cle through the administrator's program for the shared vehicle owner to
55 participate in such group policy.

1 (m) An insurer shall not include a mandatory arbitration clause in a
2 policy that provides financial responsibility coverage under this
3 section except as permitted in section five thousand one hundred five of
4 this chapter.

5 (n) Coverage under a group policy, as provided for in this section,
6 shall not be dependent on [~~a personal motor vehicle~~] an insurer that
7 issued a shared vehicle owner's policy of liability [~~insurer first deny-~~
8 ~~ing a claim~~] insurance or other motor vehicle insurance, nor shall [~~a~~
9 ~~personal motor vehicle insurance policy~~] an insurer be required to first
10 deny a claim before the group policy shall afford coverage pursuant to
11 this section.

12 [~~(i) Group coverage provided for in this section may be placed with an~~
13 ~~excess line broker pursuant to section two thousand one hundred eighteen~~
14 ~~of this chapter.~~]

15 § 3459. Car share exclusions for [~~personal~~] motor vehicle [~~liability~~]
16 insurance policies. (a) The definitions set forth in section three thou-
17 sand four hundred [~~fifty-seven~~] fifty-eight of this article shall apply
18 to this section.

19 (b) Notwithstanding any other provision of law to the contrary, the
20 shared vehicle owner's [~~personal~~] policy of liability insurance or other
21 motor vehicle [~~insurer~~] insurance may exclude any and all coverage
22 afforded under the policy issued to the shared vehicle owner for any
23 loss, death, or injury that occurs during the car sharing period includ-
24 ing:

25 (1) liability coverage for bodily injury and property damage;
26 (2) coverage provided pursuant to article fifty-one of this chapter;
27 (3) uninsured motorist coverage;
28 (4) supplementary uninsured/underinsured motorist coverage; and
29 (5) motor vehicle physical damage coverage as described in paragraph
30 nineteen of subsection (a) of section one thousand one hundred thirteen
31 of this chapter.

32 (c) The shared vehicle owner's [~~personal~~] motor vehicle insurer shall
33 notify the shared vehicle owner that there is no duty to defend or
34 indemnify any person or [~~organization~~] entity for the liability for any
35 loss, death, or injury that shall occur during the peer-to-peer car
36 sharing period.

37 (d) Nothing in this article shall invalidate or limit an exclusion
38 contained in a motor vehicle [~~liability~~] insurance policy, including any
39 insurance policy in use or approved for use that shall exclude coverage
40 for motor vehicles made available for rent, sharing, hire or any busi-
41 ness use.

42 § 3460. Prohibition against cancellation of policy when motor vehicle
43 is used or operated through a peer-to-peer car sharing program. (a) An
44 insurer shall not cancel an existing motor vehicle insurance policy
45 solely on the basis that the motor vehicle covered by the insurance
46 policy has been made available pursuant to a peer-to-peer car sharing
47 program [~~unless otherwise authorized under section three thousand four~~
48 ~~hundred twenty-five of this article~~] in compliance with article forty of
49 the general business law.

50 (b) The definitions set forth in section three thousand four hundred
51 fifty-eight of this article shall apply to this section.

52 § 3461. Notice of claim. (a) For purposes of article fifty-one of this
53 chapter, 11 NYCRR Part 65 and general liability claims, notice of claim
54 to the shared vehicle owner, shared vehicle driver, peer-to-peer car
55 sharing program administrator, or any insurer of the shared vehicle

1 owner, shared vehicle driver, or peer-to-peer car sharing program admin-
2 istrator shall be deemed notice to all appropriate parties and insurers.

3 (b) Any shared vehicle owner, shared vehicle driver, peer-to-peer car
4 sharing program administrator, or any insurer of the shared vehicle
5 owner, shared vehicle driver, or peer-to-peer car sharing program admin-
6 istrator receiving such notice shall provide such notice to all appro-
7 priate parties.

8 (c) The definitions set forth in section three thousand four hundred
9 fifty-eight of this article shall apply to this section.

10 § 4. Subsection (b) of section 5103 of the insurance law is amended by
11 adding a new paragraph 5 to read as follows:

12 5. Is injured while a motor vehicle is being used or operated by a
13 shared vehicle driver pursuant to article forty of the general business
14 law, provided, however, that only the insurer issuing the owner's policy
15 of liability insurance providing coverage for the motor vehicle being
16 used or operated by a shared vehicle driver may exclude such coverage
17 and an insurer may not include this exclusion in a policy used to satis-
18 fy the requirements of article forty of the general business law.

19 § 5. Paragraph 2 of subsection (d) of section 5106 of the insurance
20 law, as added by section 8 of part AAA of chapter 59 of the laws of
21 2017, is amended to read as follows:

22 (2) A group policy issued pursuant to section three thousand four
23 hundred fifty-five or three thousand four hundred fifty-eight of this
24 chapter shall provide first party benefits when a dispute exists as to
25 whether a driver was using or operating a motor vehicle in connection
26 with a transportation network company or peer-to-peer car sharing
27 program when loss, damage, injury, or death occurs. A transportation
28 network company or peer-to-peer car sharing program administrator shall
29 notify the insurer that issued the owner's policy of liability insurance
30 of the dispute within ten business days of becoming aware that the
31 dispute exists. When there is a dispute, the group insurer liable for
32 the payment of first party benefits under a group policy shall have the
33 right to recover the amount paid from the driver's insurer or in the
34 case of a peer-to-peer car sharing program, the shared vehicle owner's
35 insurer to the extent that the driver would have been liable to pay
36 damages in an action at law.

37 § 6. Section 900 of the general business law, as added by a chapter of
38 the laws of 2021 amending the insurance law, the general business law,
39 the tax law, and the vehicle and traffic law relating to enacting the
40 peer-to-peer car sharing program act, as proposed in legislative bills
41 numbers S. 6715 and A. 2349-A, is amended to read as follows:

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

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

47 2. "Peer-to-peer car sharing program" or "program" means a program
48 that facilitates the use or operation of a shared vehicle by a shared
49 vehicle driver.

50 3. "Peer-to-peer car sharing program administrator" or [~~"program"~~]
51 "administrator" shall mean the corporation, partnership, firm, institu-
52 tion, sole proprietorship or other entity or person that is responsible
53 for operating, facilitating or administering the means, digital or
54 otherwise, by which a business platform facilitates a peer-to-peer car
55 sharing program for financial consideration[~~, such programs~~], but shall
56 not include a person or entity engaged in the business of renting or

1 leasing rental vehicles to be operated upon the public highways for
2 carrying passengers or non-profit or charitable organizations that
3 facilitate peer-to-peer car sharing in exchange for payment of a fee or
4 for financial consideration.

5 [~~3-~~] 4. "Peer-to-peer car sharing program agreement" or "agreement"
6 shall mean the terms and conditions that govern the use of a shared
7 vehicle through a peer-to-peer car sharing program.

8 [~~4-~~] 5. "Shared vehicle" means a motor vehicle that is available for
9 sharing through a peer-to-peer car sharing program that is both:

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

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

15 [~~5-~~] 6. "Shared vehicle driver" shall mean a driver, as such term is
16 defined by section one hundred thirteen of the vehicle and traffic law,
17 of a shared vehicle during the sharing period who has been authorized to
18 use such shared vehicle pursuant to a peer-to-peer car sharing program
19 agreement.

20 [~~6-~~] 7. "Shared vehicle owner" shall mean [~~a-registered~~] an owner, as
21 defined in section one hundred twenty-eight of the vehicle and traffic
22 law, of a registered shared vehicle made available for use by shared
23 vehicle drivers through a peer-to-peer car sharing program.

24 [~~7-~~] 8. "Peer-to-peer car sharing delivery period" shall mean the
25 period of time during which a shared vehicle is being delivered to the
26 location of the peer-to-peer car sharing start time, if applicable, as
27 documented by the governing peer-to-peer car sharing program agreement.

28 [~~8-~~] 9. "Peer-to-peer car sharing start time" shall mean the time when
29 the shared vehicle becomes subject to possession or the control of the
30 shared vehicle driver at, or after, the time the peer-to-peer car shar-
31 ing period is scheduled to begin as documented in the records of a peer-
32 to-peer car sharing program administrator.

33 [~~9-~~] 10. "Peer-to-peer car sharing period" or "car sharing period"
34 shall mean the period of time that shall commence with the peer-to-peer
35 car sharing delivery period or, if there is no peer-to-peer car sharing
36 delivery period, the period of time that shall commence with the peer-
37 to-peer car sharing start time and, in either case, shall end at the
38 peer-to-peer car sharing termination time.

39 [~~10-~~] 11. "Peer-to-peer car sharing termination time" shall mean the
40 earliest of the following events:

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

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

48 (c) when the shared vehicle owner or the shared vehicle owner's
49 authorized designee takes possession [~~and~~] or control of the shared
50 vehicle.

51 [~~11-~~] 12. "Group policy" means an insurance policy issued pursuant to
52 section three thousand four hundred fifty-eight of the insurance law.

53 [~~12-~~] 13. "Motor vehicle" shall:

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

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

1 ~~[13-]~~ 14. "Optional vehicle protection" shall:
2 (a) mean a peer-to-peer car sharing [~~program's~~] program administra-
3 tor's agreement to contractually assume liability or risk of loss due to
4 physical damage for all or part of any damage or loss to the shared
5 vehicle, any loss of use of the shared vehicle, or any storage, impound,
6 towing or administrative charges for which a shared vehicle driver, or
7 shared vehicle owner may be liable~~[+]~~; and

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

12 § 7. Section 901 of the general business law, as added by a chapter of
13 the laws of 2021 amending the insurance law, the general business law,
14 the tax law, and the vehicle and traffic law relating to enacting the
15 peer-to-peer car sharing program act, as proposed in legislative bills
16 numbers S. 6715 and A. 2349-A, is REPEALED.

17 § 8. Sections 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912,
18 913, 914, 915, 916, 917, 918, 919, and 920 of the general business law,
19 as added by a chapter of the laws of 2021 amending the insurance law,
20 the general business law, the tax law, and the vehicle and traffic law
21 relating to enacting the peer-to-peer car sharing program act, as
22 proposed in legislative bills numbers S. 6715 and A. 2349-A, are renum-
23 bered sections 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911,
24 912, 913, 914, 915, 916, 917, 918, and 919.

25 § 9. Sections 901, 902, 903, 904, 905, 906, 907, 908, 909, 912, 913,
26 914, 915, 916, 917, and 918 of the general business law, as renumbered
27 by section eight of this act, are amended to read as follows:

28 § 901. Requirements for doing business. 1. No shared vehicle shall be
29 classified as a commercial vehicle, for-hire vehicle, transportation
30 network company or TNC vehicle as defined in article forty-four-B of the
31 vehicle and traffic law, taxi-cab, rental vehicle as defined in section
32 one hundred thirty-seven-a of the vehicle and traffic law, or livery
33 vehicle solely because the shared vehicle owner allows such vehicle to
34 be used for peer-to-peer car sharing, or as such for the duration of the
35 car sharing period, provided that: (a) the peer-to-peer car sharing is
36 compliant with a peer-to-peer car sharing program as provided in this
37 article; (b) if the car sharing program does not prohibit shared vehicle
38 drivers from using shared vehicles for commercial uses, the insurance
39 maintained by the car sharing program does not exclude coverage for such
40 commercial uses; and (c) the car sharing program does not knowingly
41 place the shared vehicle into use as a commercial vehicle or as a vehi-
42 cle for-hire or as a transportation network company vehicle by a shared
43 vehicle driver while engaged in peer-to-peer car sharing, unless the
44 shared vehicle driver or owner, as applicable, is in compliance with
45 other laws applied to the commercial use or to use as a vehicle for-hire
46 or as a transportation network company vehicle.

47 2. A peer-to-peer car sharing program administrator, during each peer-
48 to-peer car sharing period for each shared vehicle that it facilitates
49 the use and operation of, shall maintain insurance that provides finan-
50 cial responsibility coverage as follows:

51 (a) provide insurance coverage that satisfies the financial responsi-
52 bility requirements set forth in section three thousand four hundred
53 twenty of the insurance law, article fifty-one of the insurance law and
54 such other requirements, rules or regulations that may apply for the
55 purposes of satisfying the financial responsibility requirements with
56 respect to the use or operation of a motor vehicle;

1 (b) maintain additional insurance against loss from the liability
2 imposed by law for damages during the car sharing period, including
3 damages for care and loss of services, because of bodily injury to or
4 death of any person and injury to or destruction of property arising out
5 of the ownership, maintenance, use or operation of a specific personal
6 vehicle or vehicles within the state, or elsewhere in the United States
7 or Canada, subject to a limit, exclusive of interest and costs, with
8 respect to each such occurrence, of at least one million two hundred
9 fifty thousand dollars because of bodily injury to or death of any
10 person, and injury to or destruction of property; ~~and~~

11 (c) provide coverage in accordance with subsection (f) of section
12 three thousand four hundred twenty of the insurance law, providing
13 supplementary uninsured/underinsured motorist insurance for bodily inju-
14 ry, subject to a limit per occurrence in the amount of one million two
15 hundred fifty thousand dollars because of bodily injury or death of any
16 person~~;~~;

17 (d) the insurance required under this subdivision need not be cotermi-
18 nous with the registration period of the shared vehicle insured~~;~~; ~~and~~

19 (e) For purposes of article fifty-one of the insurance law, 11 NYCRR
20 Part 65 and general liability claims, notice to the shared vehicle
21 owner, shared vehicle driver, peer-to-peer car sharing program adminis-
22 trator, or any insurer of the shared vehicle owner, shared vehicle driv-
23 er, or peer-to-peer car sharing program administrator of any claim shall
24 be deemed notice to all appropriate parties and insurers. Any shared
25 vehicle owner, shared vehicle driver, peer-to-peer car sharing program
26 administrator, or any insurer of the shared vehicle owner, shared vehi-
27 cle driver, or peer-to-peer car sharing program administrator receiving
28 such notice shall provide such notice to all appropriate parties.

29 3. The insurance requirements provided in subdivision two of this
30 section may be satisfied by insurance provided through a group policy
31 maintained by the peer-to-peer car sharing program administrator on the
32 shared vehicle, shared vehicle owner, and shared vehicle driver pursuant
33 to this article. Provided that the peer-to-peer car sharing ~~program's~~
34 program administrator's group liability insurance policy shall be prima-
35 rily during each car sharing period, pursuant to section nine hundred
36 ~~three~~ two of this ~~chapter~~ article, nothing shall be deemed to
37 preclude an insurer from providing excess or umbrella coverage for the
38 shared vehicle owner or shared vehicle driver if such shared vehicle
39 owner or shared vehicle driver chooses to do so by contract or endorse-
40 ment.

41 4. A peer-to-peer car sharing program administrator shall, during each
42 peer-to-peer car sharing period for each shared vehicle that it facili-
43 tates the use and operation of, perform the following:

44 (a) provide shared vehicle owners with proof of insurance coverage
45 satisfying subdivision two of this section and such shared vehicle owner
46 or shared vehicle driver shall carry such proof of coverage with him or
47 her at all times during his or her operation of a shared vehicle during
48 a peer-to-peer car sharing period. Such proof of coverage shall be in
49 such form as the commissioner of motor vehicles shall prescribe, which
50 may be in the form of an insurance identification card as defined in
51 section three hundred eleven of the vehicle and traffic law. Any insur-
52 ance identification card issued pursuant to the provisions of this arti-
53 cle shall be in addition to the insurance identification card required
54 pursuant to article six of the vehicle and traffic law, and nothing
55 contained in this article shall be deemed to supersede the provisions of
56 article six of the vehicle and traffic law. Whenever the production of

1 an insurance identification card is required by law, a shared vehicle
2 owner or shared vehicle driver shall: (i) produce the insurance iden-
3 tification card pursuant to article six of the vehicle and traffic law;
4 and (ii) if such shared vehicle owner or shared vehicle driver was oper-
5 ating such vehicle during a peer-to-peer car sharing period, such shared
6 vehicle owner or shared vehicle driver shall also produce the insurance
7 identification card required pursuant to this article. A shared vehicle
8 owner or shared vehicle driver who, while operating a shared vehicle
9 during a peer-to-peer car sharing period, has in effect the insurance
10 required pursuant to this article, shall not be deemed to be in
11 violation of insurance requirements under article six of the vehicle and
12 traffic law during such time as he or she was operating such vehicle
13 during such period.

14 (b) provide the following for each shared vehicle driver, for each
15 peer-to-peer car sharing period:

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

23 (ii) a toll-free number, electronic mail, or other such form of commu-
24 nication by which a law enforcement police officer, representative of
25 the department of motor vehicles, or other officer of this state or any
26 political subdivision thereof with relevant job responsibilities may
27 confirm that the insurance provided for in subdivision two of this
28 section is in full force and effect.

29 (c) collect, maintain, and make available to the shared vehicle owner,
30 the shared vehicle owner's primary motor vehicle liability insurer in
31 connection with a claimed loss, the shared vehicle driver's primary
32 motor vehicle liability insurer in connection with a claimed loss, any
33 excess or umbrella insurers in connection with a claimed loss, third
34 parties directly involved in motor vehicle incidents with a shared vehi-
35 cle in connection with a claimed loss, and any government agency as
36 required by law, within ten business days of a request, or as reasonably
37 practicable thereafter the following information pertaining to incidents
38 which occurred during the peer-to-peer car sharing period:

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

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

47 (iii) For purposes of article fifty-one of the insurance law, 11 NYCRR
48 Part 65 and general liability claims, notice to the shared vehicle
49 owner, shared vehicle driver, peer-to-peer car sharing program adminis-
50 trator, or any insurer of the shared vehicle owner, shared vehicle driv-
51 er, or peer-to-peer car sharing program administrator of any claim shall
52 be deemed notice to all appropriate parties and insurers. Any shared
53 vehicle owner, shared vehicle driver, peer-to-peer car sharing program
54 administrator, or any insurer of the shared vehicle owner, shared vehi-
55 cle driver, or peer-to-peer car sharing program administrator receiving
56 such notice shall provide such notice to all appropriate parties.

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

4 (i) during the peer-to-peer car sharing period, the shared vehicle
5 owner's [~~personal-motor-vehicle~~] policy of liability [~~insurer~~] insurance
6 or other motor vehicle insurance may exclude any and all coverage
7 afforded under [~~its~~] the policy, provided the shared vehicle owner's
8 insurer notified its insured that it shall have no duty to indemnify or
9 defend any person or [~~organization~~] entity for liability for any loss,
10 death, or injury that occurs during the peer-to-peer car sharing period;
11 and

12 (ii) any insurance or physical damage protection offered pursuant to
13 paragraph (b) of subdivision two of this section or [~~subsection (e) of~~]
14 section three thousand four hundred fifty-eight of the insurance law,
15 shall not be valid or collectible for damages [~~or~~], losses, deaths, or
16 injuries that occur outside of the peer-to-peer car sharing period.

17 (e) ensure that the shared vehicle owner acknowledges upon or before
18 enrollment in a peer-to-peer car sharing program, and is notified in
19 plain conspicuous language before each car sharing period, that state
20 law may impose liability for injuries to person or property resulting
21 from the negligence in the use or operation of the shared vehicle by
22 shared vehicle drivers for judgments exceeding the coverage limits of
23 insurance in effect during the car sharing period. The subsequent notice
24 required under this subsection may be provided electronically, including
25 by electronic mail and hyperlink to a website explaining insurance
26 coverages and vicarious liability or other substantially similar means
27 of notice.

28 5. At the time a vehicle is enrolled in the peer-to-peer car sharing
29 program, the peer-to-peer car sharing [~~platform~~] program administrator
30 shall file with the commissioner of motor vehicles, in such form and
31 manner as such commissioner may require, a statement identifying the
32 shared vehicle and proof of a group policy applicable to such shared
33 vehicle pursuant to section three thousand four hundred seven of the
34 insurance law. The commissioner of motor vehicles shall identify the
35 vehicle as enrolled in the peer-to-peer car sharing program and provide
36 proof of a group policy applicable to such shared vehicle pursuant to
37 the insurance law in such vehicle or registration record in a manner
38 accessible to the public. Failure of a peer-to-peer car sharing [~~plat-~~
39 ~~form~~] program administrator to comply with the provisions of this arti-
40 cle may result in penalties [~~which may include suspension or revocation~~
41 ~~of license as provided by law~~].

42 6. (a) Except as provided in paragraph (b) of this subdivision, a
43 group policy maintained by a program shall be placed with an insurer
44 authorized to write insurance in this state.

45 (b) If a program is unable to purchase a group policy because such
46 insurance is unavailable from authorized insurers, the program may
47 acquire such group insurance with an excess line broker pursuant to
48 section two thousand one hundred eighteen of the insurance law;

49 (c) The obligation to determine whether the insurance required by this
50 section is unavailable from insurers authorized to write insurance in
51 this state shall be made prior to the initial placement and at each
52 renewal of a policy.

53 (d) Compliance with the excess [~~and-surplus~~] line statutes and regu-
54 lations of this state shall be performed with respect to the group as a
55 whole and not with respect to individual group members.

1 (e) A group policy provided for in this section shall not include a
2 mandatory arbitration clause in a policy issued pursuant to this
3 section. Nothing in this section supersedes the mandatory arbitration
4 requirements contained in section five thousand one hundred five of the
5 insurance law.

6 7. A peer-to-peer car sharing program administrator shall, upon enter-
7 ing into a peer-to-peer car sharing agreement with a shared vehicle
8 owner and prior to the shared vehicle owner making a shared vehicle
9 available for sharing in the program, provide notice in plain conspicu-
10 ous language to the shared vehicle owner that he or she may need addi-
11 tional insurance coverage including motor vehicle physical damage cover-
12 age as described in paragraph nineteen of subsection (a) of section one
13 thousand one hundred thirteen of the insurance law if the shared vehicle
14 is subject to a lease or loan. A program shall also post this notice on
15 its website in a prominent place and provide contact information for the
16 department of financial services.

17 § 902. Program liability. 1. Notwithstanding any other provision of
18 law, or any provision in a shared vehicle owner's policy of motor vehi-
19 cle liability insurance, in the event of a loss, death, or injury that
20 shall occur during the peer-to-peer car sharing period, the peer-to-peer
21 car sharing program insurers providing coverages under section nine
22 hundred [~~two~~] one of this article shall provide financial responsibility
23 for any bodily injury, death, or damage to property in amounts not to
24 exceed those stated in the peer-to-peer car sharing program agreement
25 and not less than those amounts required in section nine hundred [~~two~~]
26 one of this article, and the peer-to-peer car sharing [~~program~~] adminis-
27 trator shall retain such liability irrespective of a lapse in the group
28 policy or any other insurance policy or financial security maintained by
29 the [~~program~~] administrator.

30 2. The insurer or insurers providing group liability insurance to the
31 peer-to-peer car sharing program pursuant to section nine hundred [~~two~~]
32 one of this article shall be primary during each car sharing period.
33 Provided however, where: (a) a good faith dispute exists regarding who
34 was in control of the vehicle when the loss, death, or injury occurred
35 giving rise to such claim or whether the loss, death, or injury occurred
36 outside of the car sharing period; and (b) the peer-to-peer car sharing
37 program administrator does not have available, did not retain, or is
38 otherwise unable to provide information demonstrating who was in
39 possession or control at the time of the loss, death, or injury or
40 whether the loss, death, or injury occurred outside of the car sharing
41 period, the shared vehicle owner's private motor vehicle insurer shall
42 indemnify insurer or insurers providing group liability insurance, to
43 the extent of its obligation under the applicable insurance policy, if
44 it is determined that the loss, death, or injury occurred outside of the
45 peer-to-peer car sharing period. The peer-to-peer car sharing program
46 administrator shall notify the [~~registered~~] shared vehicle owner's
47 insurer of any such dispute within fifteen days of becoming aware that
48 such a dispute exists.

49 3. In the event that the shared vehicle owner or the shared vehicle
50 owner's personal motor vehicle insurer is named as a defendant in a
51 civil action for a loss, death, or injury that occurs during any time
52 within the peer-to-peer car sharing period, or otherwise under the
53 direct and immediate control of a peer-to-peer car sharing program, the
54 peer-to-peer car sharing program administrator shall have the duty to
55 defend and indemnify the shared vehicle owner and the shared vehicle
56 owner's insurer subject to the provisions of this section, section nine

1 hundred [~~two~~] one of this article and section three thousand four
2 hundred fifty-eight of the insurance law.

3 4. A motor vehicle liability insurer who defends or indemnifies a
4 claim against a shared vehicle which is excluded under the terms of its
5 policy shall have the right to seek contribution against the peer-to-
6 peer car sharing [~~program's~~] program administrator's insurer, if the
7 claim is made against the shared vehicle owner, the shared vehicle driv-
8 er or authorized [~~operator~~] driver for loss, death, or injury which
9 occurs during the car sharing period.

10 5. A peer-to-peer car sharing program administrator may contractually
11 assume the risk of loss due to physical damage to shared vehicles during
12 the time that such shared vehicles are in the custody of the shared
13 vehicle driver or peer-to-peer car sharing program, and that such
14 assumption of risk:

15 (a) shall not be deemed to be physical damage insurance;

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

19 (c) if the terms of such contractual assumption include a separately
20 itemized fee charged to the shared vehicle driver solely for the
21 contractual assumption of the risk of loss due to physical damage, then
22 it shall be provided under the terms set forth in this article.

23 6. To the extent not otherwise prohibited by state or federal law, in
24 a claims coverage investigation, a peer-to-peer car sharing program
25 administrator shall cooperate to facilitate the exchange of relevant
26 information with directly involved parties and any insurer of a shared
27 vehicle owner's or shared vehicle driver's participation in a peer-to-
28 peer car sharing program.

29 7. In addition to other remedies available at law, the attorney gener-
30 al shall have authority to enforce this article as authorized by law,
31 including injunctive and other legal and equitable relief for non-com-
32 pliance by a car sharing program administrator or any other party
33 through civil proceedings.

34 8. Any provision in a peer-to-peer car sharing agreement designated by
35 the courts of another jurisdiction as the exclusive forum for resolving
36 disputes shall be deemed void as against public policy with respect to
37 the use of a peer-to-peer car sharing [~~platform~~] program or shared vehi-
38 cle in this state.

39 9. A peer-to-peer car sharing program administrator shall be deemed to
40 have received notice of injuries to or death of persons or losses of
41 property covered under the insurance and financial security requirements
42 of this article at the earlier of notice received by the peer-to-peer
43 car sharing program administrator or notice received by the shared vehi-
44 cle owner. A shared vehicle owner shall promptly give actual notice to
45 the peer-to-peer car sharing program administrator and its insurers,
46 including notice in the form and manner as required in the peer-to-peer
47 car sharing agreement, of any injuries to or death of persons or losses
48 of property potentially covered by insurance maintained by the peer-to-
49 peer car sharing program administrator. A peer-to-peer car sharing
50 program administrator or its insurers shall be deemed to have received
51 actual notice when a shared vehicle owner notifies the peer-to-peer car
52 sharing program administrator or its insurers when the shared vehicle
53 owner provided notice in the form and manner required in the peer-to-
54 peer car sharing agreement.

55 10. For purposes of article fifty-one of the insurance law, 11 NYCRR
56 Part 65 and general liability claims, notice to the shared vehicle

1 owner, shared vehicle driver, peer-to-peer car sharing program adminis-
2 trator or any insurer of the shared vehicle owner, shared vehicle driv-
3 er, or peer-to-peer car sharing program administrator of any claim shall
4 be deemed notice to all appropriate parties and insurers. Any shared
5 vehicle owner, shared vehicle driver, peer-to-peer car sharing program
6 administrator or any insurer of the shared vehicle owner, shared vehicle
7 driver, or peer-to-peer car sharing program administrator receiving such
8 notice shall provide such notice to all appropriate parties.

9 § 903. Lien implications; notification. When a vehicle owner first
10 registers as a shared vehicle owner [~~en~~] in a peer-to-peer car sharing
11 program and prior to such time as when the shared vehicle owner makes a
12 shared vehicle available for peer-to-peer car sharing [~~en~~] in the peer-
13 to-peer car sharing program, the peer-to-peer car sharing program admin-
14 istrator shall notify in plain conspicuous language the shared vehicle
15 owner that, if the shared vehicle shall have a lien against it, the use
16 of the shared vehicle through a peer-to-peer car sharing program,
17 including use without physical damage coverage, may violate the terms of
18 the contract with the lienholder.

19 § 904. Insurable interest. 1. Notwithstanding any other provision of
20 law to the contrary, a peer-to-peer car sharing program administrator
21 shall have an insurable interest in a shared vehicle during the peer-to-
22 peer car sharing period.

23 2. Nothing in this section shall create an obligation for a peer-to-
24 peer car sharing program administrator to provide insurance beyond the
25 requirement to ensure financial security pursuant to the provisions of
26 subdivision two of section nine hundred [~~two~~] one of this article.

27 § 905. Disclosures. 1. Each peer-to-peer car sharing program agreement
28 made in [~~the~~] this state shall disclose and separately state or itemize
29 to the shared vehicle owner and the shared vehicle driver:

30 (a) the daily rate, fees, and, if applicable, any insurance or
31 protection package costs that shall be charged to the shared vehicle
32 owner or the shared vehicle driver; and

33 (b) an emergency telephone number to contact personnel capable of
34 providing roadside assistance and handling other customer service
35 inquiries.

36 2. No peer-to-peer car sharing program administrator shall accept a
37 reservation unless the shared vehicle driver has received a final quoted
38 rate that includes all charges which the shared vehicle driver shall pay
39 to obtain access to the vehicle, provided, however, that a peer-to-peer
40 car sharing program administrator may separately state itemized optional
41 items and/or services or any mileage below the final quoted rate in the
42 same font and on the same page or webpage on which the rate quote is
43 provided.

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

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

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

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

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

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

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

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

9 § 907. Data privacy protections. Notwithstanding any other provision
10 of the law to the contrary, all trip data, personal information, images,
11 videos, and other recorded images collected by any peer-to-peer car
12 sharing program [~~which~~] administrator that is authorized to operate
13 pursuant to this article shall be for the exclusive use of such peer-to-
14 peer car sharing program and shall not be sold, distributed, or other-
15 wise made accessible except:

16 1. to the person who is the subject of such data information or
17 record, or to enable or facilitate such person's use of the car sharing
18 program in accordance with the peer-to-peer car sharing agreement;

19 2. to respond to, process, facilitate, adjust, or defend an insurance
20 claim; or

21 3. if necessary to comply with a lawful court order, judicial warrant
22 signed by a judge appointed pursuant to article three of the United
23 States Constitution, or subpoena for individual data, information or
24 records properly issued pursuant to the criminal procedure law or the
25 civil practice law and rules.

26 Provided, however, that nothing contained in this paragraph shall be
27 deemed to preclude the exchange of anonymized trip data, information, or
28 recorded images solely for the purpose of administering such authorized
29 [~~shared~~] car sharing program, and provided further that aggregated
30 anonymized trip data may be shared with [~~the~~] this state or any of its
31 political subdivisions for non-commercial transportation research or
32 traffic management purposes. Any such exchanges or sharing shall exclude
33 personal information, images, videos, and other recorded images
34 collected by any peer-to-peer car sharing program administrator. For
35 the purposes of this section, "personal information" shall mean informa-
36 tion that identifies an individual, including but not limited to name,
37 address, telephone number, and the type and form of payment including
38 credit card number, debit card number, or other payment method.

39 § 908. Responsibility for equipment. A peer-to-peer car sharing
40 program administrator shall have sole responsibility for any equipment,
41 such as a global positioning system, or GPS, or other special equipment
42 which is put in or on such shared vehicle to monitor or facilitate the
43 peer-to-peer car sharing transaction, and shall agree to indemnify and
44 hold harmless the shared vehicle owner for any damage to or theft of
45 such equipment during the peer-to-peer car sharing period not caused by
46 such shared vehicle owner. There shall be a rebuttable presumption that
47 damage claimed during the peer-to-peer car sharing period was not caused
48 by the shared vehicle owner. The peer-to-peer car sharing program
49 administrator shall have the right to seek indemnity from the shared
50 vehicle driver for any loss or damage to such equipment that shall occur
51 during the peer-to-peer car sharing period.

52 § 909. Safety recalls. 1. At the time when a shared vehicle owner
53 registers a shared vehicle [~~on~~] in a peer-to-peer car sharing program,
54 and prior to the time when the shared vehicle owner makes a shared vehi-
55 cle available for car sharing [~~on~~] in the peer-to-peer car sharing

1 program, and no less than annually thereafter, the peer-to-peer car
2 sharing program administrator shall:

3 (a) verify that the shared vehicle is not subject to any open safety
4 recalls appearing on the National Highway Traffic Safety Administration
5 recall database created under 49 C.F.R. 573.15 for which the recall
6 repair has not been made and shall not permit a shared vehicle to be
7 shared in a peer-to-peer car sharing program unless the vehicle recall
8 repair has been made; and

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

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

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

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

31 (d) A shared vehicle owner shall not enroll a vehicle in a peer-to-
32 peer car sharing program unless such vehicle has been issued a valid
33 safety inspection in compliance with article five of the vehicle and
34 traffic law. A peer-to-peer car sharing program administrator shall not
35 permit a vehicle to be shared unless the shared vehicle owner has
36 furnished proof to the program of such safety inspection in compliance
37 with article five of the vehicle and traffic law within the preceding
38 twelve months.

39 § 912. Discrimination in peer-to-peer car sharing prohibited. 1. No
40 corporation, partnership, firm, institution, sole proprietorship or
41 other entity or person engaged in the business of peer-to-peer car shar-
42 ing shall refuse to make a shared vehicle available to any person other-
43 wise qualified because of race, color, ethnic origin, religion, disabil-
44 ity, 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 administrator shall
51 engage in a persistent or repeated business activity or conduct which
52 discriminates against any individual based on such individual's race,
53 color, ethnic origin, religion, disability, residence or geographic
54 location, income, sexual orientation, genetic predisposition or sex or
55 membership in an otherwise protected class pursuant to state or federal
56 law, the attorney general may apply, in the name of the people of the

1 state of New York, to the supreme court of the state of New York, on
2 five days' notice, for an order enjoining the continuance of such busi-
3 ness activity and directing restitution and damages. In any such
4 proceeding, the attorney general may seek a civil penalty not to exceed
5 five thousand dollars per violation and may recover costs pursuant to
6 paragraph six of subdivision (a) of section eighty-three hundred three
7 of the civil practice law and rules.

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

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

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

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

22 (f) (i) A peer-to-peer car sharing program administrator shall imple-
23 ment a zero-tolerance policy regarding a shared vehicle driver's or
24 shared vehicle owner's activities while accessing the peer-to-peer car
25 sharing program's digital network.

26 (ii) A peer-to-peer car sharing program shall adopt a policy of non-
27 discrimination on the basis of residence or geographic location, race,
28 color, national origin, religious belief, practice or affiliation, sex,
29 disability, age, sexual orientation, or genetic predisposition with
30 respect to shared vehicle owners and shared vehicle drivers, and notify
31 peer-to-peer car sharing program shared vehicle owners and shared vehi-
32 cle drivers ~~[or]~~ of such policy.

33 (iii) Peer-to-peer car sharing program shared vehicle owners and
34 shared vehicle drivers shall comply with all applicable laws regarding
35 non-discrimination against shared vehicle drivers or potential shared
36 vehicle drivers on the basis of destination, race, color, national
37 origin, religious belief, practice or affiliation, sex, disability, age,
38 sexual orientation, or genetic predisposition with respect to shared
39 vehicle owners and shared vehicle drivers and notify shared vehicle
40 drivers and shared vehicle owners of such policy.

41 (iv) Peer-to-peer car sharing ~~[programs]~~ program administrators shall
42 inform shared vehicle owners of their obligation to comply with all
43 applicable laws relating to accommodation of service animals.

44 (v) A peer-to-peer car sharing program administrator shall implement
45 and maintain a policy and an oversight process of providing accessibil-
46 ity to shared vehicle drivers with a disability and accommodation of
47 service animals as such term is defined in section one hundred twenty-
48 three-b of the agriculture and markets law. A peer-to-peer car sharing
49 program administrator shall not impose additional charges for providing
50 services to persons with physical disabilities because of those disabil-
51 ities.

52 (vi) The New York state division of human rights shall be authorized
53 to accept, review and investigate any potential or actual violations
54 with respect to compliance with nondiscrimination laws and accessibility
55 laws in a form and manner consistent with authority under article
56 fifteen of the executive law ~~[and shall notify the department of finan-~~

~~cial services, upon a finding of a violation by a peer-to-peer car sharing program, for purposes of suspending a peer-to-peer car sharing program's ability to operate in the state].~~

§ 913. Optional vehicle protection; requirements. 1. (a) (i) A peer-to-peer car sharing program administrator 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 administrator shall represent the [~~program's~~] administrator's good-faith estimate of a daily charge, as calculated by the [~~program~~] administrator, to recover the actual, total annual expenses, incurred by the [~~program~~] administrator, together with a commercially reasonable allowance for the contractual risks assumed by the [~~program~~] administrator, for the [~~program's~~] administrator's agreement with shared vehicle drivers to contractually assume liability for all or part of any damage or loss to the shared vehicle during the [~~care~~] car sharing period;

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

(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 in this section shall prevent a peer-to-peer car sharing program administrator from making adjustment to the optional vehicle protection fee during the calendar year.

(b) A peer-to-peer car sharing program administrator shall not sell optional vehicle protection unless the shared vehicle driver or shared vehicle owner 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 administrator shall not void optional vehicle protection contractually assumed from the shared vehicle owner 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 shared vehicle driver;

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

(iii) the peer-to-peer car sharing program administrator 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 or operation of the shared vehicle while engaged in the commission of a crime other than a traffic infraction;

(v) the damage or loss arises out of the use or operation of the shared vehicle to carry persons or property for hire, as a transportation network company or TNC vehicle as defined in article forty-four-B of the vehicle and traffic law, 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 or operation of the shared vehicle by a person other than: (1) the shared vehicle driver; (2) the shared vehicle driver's spouse, child over the age of eighteen or a parent or parent-in-law of the shared vehicle driver, provided such spouse, 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; (4) any person who uses

1 or operates the motor vehicle through a program during an emergency
2 situation to a medical facility; or (5) any person licensed to drive who
3 expressly is authorized to use or operate the motor vehicle by both the
4 shared vehicle owner and the peer-to-peer car sharing agreement;

5 (vii) the damage or loss arises out of the use or operation of the
6 shared vehicle outside of the United States when that use or operation
7 is not specifically authorized by the peer-to-peer car sharing agree-
8 ment; or

9 (viii) the shared vehicle driver or his or her spouse, child over the
10 age of eighteen or a parent or parent-in-law of the shared vehicle driv-
11 er have failed to comply with the requirements for reporting damage or
12 loss as set forth in subdivision [~~five~~] four of this section;

13 (ix) the shared vehicle owner knowingly provided erroneous or inaccu-
14 rate information to the peer-to-peer car sharing program administrator
15 in connection with any reservation for which the shared vehicle owner
16 has agreed that the peer-to-peer car sharing program will contractually
17 assume the risk of loss for physical damage to the shared vehicle;

18 (x) the shared vehicle owner fails to submit a claim for physical
19 damage in accordance with the terms and conditions of the peer-to-peer
20 car sharing program agreement; or

21 (xi) where the shared vehicle owner fails to make the shared vehicle
22 available for inspection when a shared vehicle driver or the shared
23 vehicle driver's insurer requests to inspect the shared vehicle in
24 accordance with this article.

25 (d) A shared vehicle driver may void optional vehicle protection prior
26 to the beginning of the car sharing period within twenty-four hours of
27 purchase provided that the [~~customer~~] shared vehicle driver: (i) has
28 entered into a peer-to-peer car sharing agreement with a term of two or
29 more days; (ii) appears in person before the shared vehicle owner
30 together with the shared vehicle that shall be subject to inspection;
31 and (iii) signs a cancellation form provided by the peer-to-peer car
32 sharing program administrator.

33 (e) After twenty-four hours of purchase, a [~~customer~~] shared vehicle
34 driver may prospectively terminate optional vehicle protection prior to
35 the beginning of the car sharing period, provided the [~~customer~~] shared
36 vehicle driver: (i) appears in person before the shared vehicle owner
37 together with the shared vehicle that shall be subject to inspection;
38 (ii) voids the optional vehicle protection in writing; and (iii) pays
39 the optional vehicle protection charge for any full or partial day or
40 portion of a day during which the optional vehicle protection was in
41 effect.

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

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

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

51 3. (a) Any peer-to-peer car sharing program [~~which~~] administrator that
52 states or permits to be stated the costs of a shared vehicle in any
53 advertisement shall state conspicuously, in plain language and in
54 conjunction with the advertised cost of the shared vehicle and the daily
55 rate of the applicable optional vehicle protection, that the rate
56 constitutes an additional daily charge to the shared vehicle driver,

1 that the purchase of such protection is optional, if such rate can be
2 ascertained at the time of purchase and that prospective shared vehicle
3 drivers should examine their credit card protections and [~~automobile~~]
4 motor vehicle insurance policies for coverage.

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

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

14 (d) When a radio advertisement or the audio presentation of a tele-
15 vision advertisement contains the statement of the cost of a shared
16 vehicle, the oral statement of such cost shall immediately be accompa-
17 nied by an oral statement of the cost of the optional vehicle protection
18 if offered as a separately itemized product.

19 (e) When a telephone, internet or other inquiry for the cost of a
20 shared vehicle is made to a peer-to-peer car sharing program [~~which~~]
21 administrator that involves an interaction with a representative of a
22 peer-to-peer car sharing program administrator, the representative of
23 such peer-to-peer car sharing program administrator shall, in response
24 to the inquiry, advise that additional optional products that may be
25 offered by such peer-to-peer car sharing program administrator shall not
26 be included in the daily rate. If an inquiry is made regarding optional
27 vehicle protection, the representative shall provide the cost of the
28 optional vehicle protection and state that the purchase of such
29 protection is optional and that the shared vehicle driver's personal
30 [~~automobile~~] motor vehicle insurance or credit card may provide cover-
31 age.

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

35 "NOTICE: THE FOLLOWING IS A GENERAL SUMMARY OF SHARED DRIVERS' RIGHTS
36 AND OBLIGATIONS. FOR COMPLETE DETAILS, REFER TO THE PEER-TO-PEER CAR
37 SHARING AGREEMENT. OPTIONAL VEHICLE PROTECTION (OVP): This contract
38 offers, for an additional charge, OVP to cover your financial responsi-
39 bility for damage or loss to the shared vehicle. OVP is also commonly
40 referred to as a "collision damage waiver". The purchase of OVP is
41 optional and may be declined. Before deciding whether to purchase OVP,
42 you may wish to determine whether your credit card, or the motor vehicle
43 insurance maintained by yourself or someone in your household, affords
44 you any coverage for damage to the shared vehicle, and the amount of
45 deductible under any such coverage. OVP - WHEN VOID: OVP is void and
46 shall not apply to the following situations:

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

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

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

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

3 (b) to carry persons or property for hire, as a transportation network
4 company or TNC vehicle as defined in article forty-four-B of the vehicle
5 and traffic law, to push or tow anything, while engaged in a speed
6 contest, operating off road, or for driver's training;

7 (c) by a person other than: (1) the shared vehicle driver; (2) the
8 shared vehicle driver's spouse, child over the age of eighteen or a
9 parent or parent-in-law of the shared vehicle driver, provided such
10 spouse, child, parent or parent-in-law is properly licensed to operate a
11 motor vehicle and resides in the same household as the shared vehicle
12 driver; ~~or~~ (3) a parking valet or parking garage attendant for compen-
13 sation and in the normal course of employment; (4) any person who uses
14 or operates the motor vehicle through a program during an emergency
15 situation to a medical facility; or (5) any person licensed to drive who
16 expressly is authorized to use or operate the motor vehicle by both the
17 shared vehicle owner and the peer-to-peer car sharing agreement;

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

20 (e) where the shared vehicle driver, or his or her spouse, child over
21 the age of eighteen or a parent or parent-in-law of such shared vehicle
22 driver failed to comply with the requirements for reporting damage or
23 loss as set forth in law. OVP - DAMAGE REPORTING REQUIREMENTS: If the
24 shared vehicle sustains damage or loss, the shared vehicle driver is
25 required to complete and return an incident report notice to the peer-
26 to-peer car sharing program administrator. OVP - RIGHT TO INSPECT VEHI-
27 CLE DAMAGES: The shared vehicle driver and his or her insurer have the
28 right to request an inspection of the shared vehicle damages within
29 seventy-two hours of the return of the vehicle. Failure of the shared
30 vehicle driver or his or her insurer to request such inspection within
31 seventy-two hours of return shall be deemed a waiver of such person or
32 entity's right to inspect the damaged vehicle. THEFT OF THE SHARED VEHI-
33 CLE: If the shared vehicle is stolen during the term of a peer-to-peer
34 car sharing agreement, a shared vehicle driver must report the theft of
35 the shared vehicle to the peer-to-peer car sharing program administrator
36 and a law enforcement agency within twelve hours of learning of such
37 theft."

38 (f) The following disclosure notice shall be made on the face of the
39 peer-to-peer car sharing agreement either by stamp, label or as part of
40 the written contract or on any other written document provided to the
41 shared vehicle driver upon execution of such contract, and shall be set
42 apart in boldface type and in no smaller print than twelve-point font:
43 "NOTICE: This agreement offers, for an additional charge, optional vehi-
44 cle protection to cover your financial responsibility for damage or loss
45 to the shared vehicle. The purchase of optional vehicle protection is
46 optional and may be declined. You are advised to carefully consider
47 whether to purchase this protection if you have coverage provided by
48 your credit card or ~~automobile~~ motor vehicle insurance policy that
49 will cover the shared vehicle. Before deciding whether to purchase
50 optional vehicle protection, you may wish to determine whether your
51 credit card or your motor vehicle insurance affords you coverage for
52 damage to the shared vehicle and the amount of deductible under such
53 coverage."

54 (g) The peer-to-peer car sharing agreement shall also include in bold-
55 face type and in no smaller print than twelve-point font and, in plain
56 language, the conditions and exclusions set forth in paragraph (c) of

1 subdivision one of this section. Upon identification by the shared vehi-
2 cle owner or the peer-to-peer car sharing program administrator of
3 damage to the shared vehicle, such peer-to-peer car sharing program
4 administrator shall inform such shared vehicle driver of his or her
5 right to inspect the vehicle, and the procedures and time-frames for
6 doing so, pursuant to paragraphs (b) and (c) of subdivision five of this
7 section.

8 4. (a) Upon identification of damage by the shared vehicle owner or
9 peer-to-peer car sharing program administrator at the time of return of
10 the shared vehicle, termination of the peer-to-peer car sharing agree-
11 ment, or within ten days if an inspection for damage is precluded
12 because the shared vehicle is returned by automation, returned after-
13 hours, or recovered by the shared vehicle owner or peer-to-peer car
14 sharing program administrator, the peer-to-peer car sharing program
15 administrator shall furnish an incident report form and a notice, pursu-
16 ant to this subdivision, of the obligation of the shared vehicle driver
17 to execute and return to the peer-to-peer car sharing program adminis-
18 trator a complete and accurate incident report describing any physical
19 and/or mechanical damage. If the shared vehicle is returned by auto-
20 mation, returned after-hours, or recovered by the shared vehicle owner
21 or peer-to-peer car sharing program administrator, such incident report
22 form and notice shall be mailed by overnight delivery service or certi-
23 fied mail, return receipt requested, and another copy of such notifica-
24 tion shall be sent by regular mail. The peer-to-peer car sharing program
25 administrator shall retain a copy of such notice and the certified mail
26 return receipt for a period of six years.

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

35 (c) If the shared vehicle driver shall decline or fail to complete and
36 return the incident report required pursuant to paragraph (a) of this
37 subdivision, the peer-to-peer car sharing program administrator shall,
38 no sooner than ten days after the mailing of notification pursuant to
39 such paragraph (a), mail another copy of the incident report together
40 with a letter stating that the shared vehicle driver has declined or
41 otherwise failed to complete and return the incident report. Such mail-
42 ing shall be by overnight delivery service or certified mail, return
43 receipt requested, and another copy of such notification by regular
44 mail, with proof of mailing by production of a certificate of mailing
45 from the post office. When a request to inspect the vehicle shall have
46 been timely made by the shared vehicle driver or his or her insurer, the
47 inspection shall be completed within seven days of such request. If the
48 peer-to-peer car sharing program administrator determines the damaged
49 vehicle to be a total loss and subject to salvage, such seventy-two hour
50 period for notification or waiver of the wish to inspect the damaged
51 vehicle shall not apply, and the shared vehicle driver or his or her
52 insurer shall have ten business days from the shared vehicle driver's
53 receipt of notification from the peer-to-peer car sharing program admin-
54 istrator pursuant to paragraph (a) of this subdivision to inspect the
55 damaged vehicle, which shall be made available by the shared vehicle
56 owner. Within the limits provided in this paragraph, the peer-to-peer

1 car sharing program administrator shall identify the repairer of, and
2 provide access to, the damaged vehicle, in order to verify the nature
3 and extent of damages, repairs and repair costs, and/or repair esti-
4 mates.

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

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

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

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

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

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

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

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

54 (B) such form may also be made available as a fill-in form on the
55 peer-to-peer car sharing [~~program's~~] program administrator's website,
56 and the shared vehicle driver shall be advised of the availability of

1 such web-based fill-in form when a request for incident information is
2 made pursuant to this subdivision.

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

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

19 5. (a) A peer-to-peer car sharing program administrator may hold a
20 shared vehicle driver liable to the extent permitted under this [~~chap-~~
21 ~~ter~~] section for physical or mechanical damage to the shared vehicle
22 that occurs during the time the shared vehicle is used or operated under
23 the peer-to-peer car sharing agreement; provided, however, that a shared
24 vehicle driver shall not be liable for any normal wear and tear or
25 mechanical damage that could reasonably be expected from normal use or
26 operation of the vehicle. For the purposes of this subdivision, the term
27 "normal wear and tear" shall mean the deterioration of the condition of
28 the vehicle or its component parts due to repetitive use and does not
29 include damage that materially diminishes the value of the vehicle and
30 arises from a specific occurrence or accident during the time the shared
31 vehicle is subject to the peer-to-peer car sharing agreement; and the
32 term "actual and reasonable costs" shall mean the cost to repair the
33 shared vehicle including all discounts and price adjustments available
34 to the peer-to-peer car sharing program administrator and shall include
35 costs for towing, storage, and impound fees where applicable.

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

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

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

48 (c) The total liability of a shared vehicle driver under paragraph (a)
49 of this subdivision for loss of a shared vehicle shall not exceed
50 reasonable costs incurred by the peer-to-peer car sharing program admin-
51 istrator for such loss due to theft of such shared vehicle up to its
52 fair market value, as determined by the applicable market for the retail
53 sale of such vehicle if it is established that such shared vehicle driv-
54 er committed, or aided or abetted in the commission of, the theft of
55 such shared vehicle.

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

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

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

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

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

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

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

25 (h) If insurance coverage exists under an applicable insurance policy
26 of the shared vehicle driver [~~of a shared vehicle~~], such driver may
27 require that the peer-to-peer car sharing program administrator submit
28 any claims to such driver's insurance carrier. Upon the request of a
29 shared vehicle driver, the peer-to-peer car sharing program administra-
30 tor shall submit any claims to such driver's insurance carrier and shall
31 not make any written or oral representations to the contrary, nor shall
32 it make any written or oral representations that it shall not negotiate
33 with such driver's insurance carrier.

34 6. (a) No peer-to-peer car sharing program administrator shall collect
35 or charge any security deposit by credit card, debit card or otherwise,
36 for damages to a shared vehicle or report the debt to any consumer
37 reporting agency, as defined in subdivision (e) of section three hundred
38 eighty-a of this chapter, during the term of the peer-to-peer car shar-
39 ing program agreement, pending resolution of any dispute, or prior to
40 obtaining judgment in a court of competent jurisdiction.

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

45 (c) No peer-to-peer car sharing program administrator shall collect or
46 charge any payment from a shared vehicle driver for damage to a shared
47 vehicle upon return or recovery of such vehicle in a damaged condition,
48 until after the cost of the damage to such vehicle and liability there-
49 for is agreed to between such peer-to-peer car sharing program adminis-
50 trator and a shared vehicle driver or his or her insurer, or is deter-
51 mined pursuant to law or peer-to-peer car sharing program agreement
52 provisions consistent with law and the rights and obligations set forth
53 in this section, unless there is proof corroborating that the damage did
54 not exist prior to the reservation and the damage is appraised by an
55 independent third-party appraiser; provided, however, that a peer-to-
56 peer car sharing program administrator is not precluded from presenting

1 a claim to a shared vehicle driver and his or her insurer pursuant to
2 other provisions of this section.

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

26 7. No peer-to-peer car sharing program administrator shall hold any
27 shared vehicle driver liable for any damage to, or loss of, a shared
28 vehicle, as provided by this section, unless such peer-to-peer car shar-
29 ing program prominently discloses, in the peer-to-peer car sharing
30 agreement, in at least twelve point bold face display, the nature and
31 extent of such liability and such driver's rights and responsibilities
32 pursuant to paragraph (c) of subdivision one of this section and para-
33 graph (f) of subdivision three of this section.

34 8. A shared vehicle driver shall provide notice to the peer-to-peer
35 car sharing [~~platform~~] program administrator and appropriate law
36 enforcement agency immediately upon learning of the theft of a shared
37 vehicle.

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

43 1. refusing to allow participation in such peer-to-peer car sharing
44 program provided, however, that a peer-to-peer car sharing program
45 administrator may designate geographical boundaries where a car sharing
46 start time or termination time occurs;

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

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

51 § 915. Global positioning systems. A peer-to-peer car sharing program
52 administrator shall not use information from any global positioning
53 system technology to determine or impose any costs, fees, charges, or
54 penalties on a shared vehicle driver for such driver's use of a shared
55 vehicle. The use of global positioning technology shall not limit the
56 right of such peer-to-peer car sharing program administrator to impose

1 costs, fees, charges, or penalties to recover a vehicle that is lost,
2 misplaced, or stolen. The provisions of this subdivision shall not be
3 construed to modify or supersede any other provision of law.

4 § 916. Notice. In accordance with any applicable federal law or rule,
5 every peer-to-peer car sharing program shall display the following
6 notice prominently and in a clear and conspicuous location on its
7 website, with lettering that is legible: "NOTICE: New York State Law
8 prohibits the following practices by peer-to-peer car sharing [~~programs~~]
9 program administrators based upon race, color, ethnic origin, religion,
10 disability, sex, marital status, residence or geographic location,
11 income, sexual orientation, genetic predisposition or age: (1) refusal
12 to allow participation in a peer-to-peer car sharing program; and (2)
13 the imposition of any additional charge (except in certain instances
14 where the shared vehicle driver is under the age of 25). In addition, it
15 is unlawful for any peer-to-peer car sharing program administrator
16 to refuse to allow participation in the program to any person solely on the
17 requirement of ownership of a credit card."

18 § 917. Electronic notice authorized. 1. Notwithstanding any other
19 provision of this article, and the peer-to-peer car sharing act, includ-
20 ing, without limitation, sections two thousand three hundred five, three
21 thousand four hundred fifty-nine, three thousand four hundred sixty, and
22 five thousand one hundred six of the insurance law, any notice, state-
23 ment, certificate, or disclosure of general applicability required to be
24 provided, delivered, posted, or otherwise made available by a peer-to-
25 peer car sharing program administrator pursuant to any provision of this
26 article, and the peer-to-peer car sharing act, including, without limi-
27 tation, sections two thousand three hundred five, three thousand four
28 hundred fifty-nine, three thousand four hundred sixty, and five thousand
29 one hundred six of the insurance law, shall also be deemed timely and
30 effectively made where such notice, statement, certificate or disclosure
31 is provided or delivered electronically to the shared vehicle owner
32 and/or driver at or before the time required, provided that such shared
33 vehicle owner and/or driver has given his or her express consent to
34 receive such notice or disclosure in such a manner.

35 2. Electronic or written acceptance shall hereby be deemed a valid
36 form of acceptance of any such notice, statement, certificate, or
37 disclosure, and acceptance shall remain effective until such time as
38 acceptance is affirmatively withdrawn by such shared vehicle driver.
39 Notices, statements, certificates, and disclosures made electronically
40 pursuant to this subdivision shall be exempt from any placement or styl-
41 istic display requirements, including but not limited to location, font
42 size, typeset, or other specifically stated description; provided such
43 disclosure is made in a clear and conspicuous manner.

44 § 918. Airport transactions. If an airport operator, including but not
45 limited to the public authority responsible for regulating commerce at
46 such airport within [~~the~~] this state, requests that a peer-to-peer car
47 sharing program administrator enter into an airport concession agree-
48 ment, such peer-to-peer car sharing program shall enter into a written
49 agreement, where the peer-to-peer car sharing program administrator or
50 shared vehicle owner uses the program to:

- 51 1. list vehicles parked on airport property or at airport facilities;
- 52 2. contract for transportation to or from airport property or airport
53 facilities;
- 54 3. facilitate the use of a shared vehicle to transport airport passen-
55 gers on or off airport property; or

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

3 § 10. Article 29-D of the tax law, as added by a chapter of the laws
4 of 2021 amending the insurance law, the tax law and the vehicle and
5 traffic law relating to enacting the peer-to-peer car sharing program
6 act, as proposed in legislative bills number S. 6715 and A. 2349-A, is
7 REPEALED and a new article 28-D is added to read as follows:

8 ARTICLE 28-D

9 SPECIAL TAX ON PEER-TO-PEER CAR SHARING

10 Section 1190. Definitions.

11 1191. Imposition of state-wide peer-to-peer tax.

12 1192. Imposition of metropolitan commuter transportation
13 district tax.

14 1193. Imposition of regional transportation tax.

15 1194. Collection of tax.

16 1195. Presumption.

17 1196. Administrative provisions.

18 1197. Deposit and disposition of revenue.

19 § 1190. Definitions. Terms used in this article shall have the same
20 meaning as in section nine hundred of the general business law unless
21 expressly provided otherwise. For purposes of this article, the follow-
22 ing terms shall have the following meanings:

23 (a) "Gross receipts paid by the shared vehicle driver" means all
24 consideration paid or contracted to be paid by a shared vehicle driver
25 for use of a shared vehicle, including optional charges and fees, except
26 for separately stated charges for taxes and government-imposed fees and
27 airport facility fees, imposed on the shared vehicle driver.

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

34 § 1191. Imposition of state-wide peer-to-peer tax. (a) In addition to
35 any tax imposed under any other article of this chapter, there is hereby
36 imposed on every shared vehicle driver and there shall be paid a tax of
37 three percent of the gross receipts paid by the shared vehicle driver
38 for use of a shared vehicle when the transfer of possession of the
39 shared vehicle to the shared vehicle driver occurs in this state.

40 (b) Except to the extent that the transfer of a shared vehicle
41 described in subdivision (a) of this section has already been or will be
42 subject to the tax imposed under such subdivision and except as other-
43 wise exempted under this article, there is hereby imposed on every
44 shared vehicle driver and there shall be paid a use tax for the use
45 within this state of any shared vehicle by the shared vehicle driver.
46 For purposes of this subdivision, the tax shall be at the rate of three
47 percent of the gross receipts paid or contracted to be paid for such
48 shared vehicle.

49 § 1192. Imposition of metropolitan commuter transportation district
50 tax. (a) In addition to the statewide tax imposed under section eleven
51 hundred ninety-one of this article and in addition to any tax imposed
52 under any other article of this chapter, there is hereby imposed on
53 every shared vehicle driver and there shall be paid a metropolitan
54 commuter transportation district tax of three percent of the gross
55 receipts paid by the shared vehicle driver for the use of a shared vehi-
56 cle when the transfer of possession of the shared vehicle to the shared

1 vehicle driver occurs in the metropolitan commuter transportation
2 district as established by section twelve hundred sixty-two of the
3 public authorities law.

4 (b) Except to the extent that the transfer of a shared vehicle
5 described in subdivision (a) of this section, or section eleven hundred
6 ninety-three of this article, has already been or will be subject to the
7 tax imposed under such subdivision or section and except as otherwise
8 exempted under this article, there is hereby imposed on every shared
9 vehicle driver and there shall be paid a use tax for the use within the
10 metropolitan commuter transportation district as established by section
11 twelve hundred sixty-two of the public authorities law of any shared
12 vehicle by the shared vehicle driver. For purposes of this subdivision,
13 the tax shall be at the rate of three percent of the gross receipts paid
14 or contracted to be paid for such shared vehicle.

15 § 1193. Imposition of regional transportation tax. (a) In addition to
16 the statewide tax imposed under section eleven hundred ninety-one of
17 this article and in addition to any tax imposed under any other article
18 of this chapter, there is hereby imposed on every shared vehicle driver
19 and there shall be paid a regional transportation tax of three percent
20 of the gross receipts paid by the shared vehicle driver for the use of a
21 shared vehicle when the transfer of possession of the shared vehicle to
22 the shared vehicle driver occurs anywhere in this state outside of the
23 metropolitan transportation district as established by section twelve
24 hundred sixty-two of the public authorities law.

25 (b) Except to the extent that the transfer of a shared vehicle
26 described in subdivision (a) of this section, or section eleven hundred
27 ninety-two of this article, has already been or will be subject to the
28 tax imposed under such subdivision or section and except as otherwise
29 exempted under this article, there is hereby imposed on every shared
30 vehicle driver and there shall be paid a use tax for the use in the
31 state outside the metropolitan commuter transportation district as
32 established by section twelve hundred sixty-two of the public authori-
33 ties law of any shared vehicle by the shared vehicle driver. For
34 purposes of this subdivision, the tax shall be at the rate of three
35 percent of the gross receipts paid or contracted to be paid for such
36 shared vehicle.

37 § 1194. Collection of tax. The peer-to-peer car sharing program admin-
38 istrator shall collect the tax from the shared vehicle driver when
39 collecting the gross receipts to which it applies. The tax shall be paid
40 to the peer-to-peer car sharing program administrator as trustee for and
41 on account of the state.

42 § 1195. Presumption. For the purpose of the proper administration of
43 this article and to prevent evasion of the tax imposed by this article,
44 it shall be presumed that every transfer of possession of a shared vehi-
45 cle to a shared vehicle driver anywhere in this state is subject to the
46 tax under this article. This presumption shall prevail until the contra-
47 ry is established.

48 § 1196. Administrative provisions. (a) Except as otherwise provided
49 for in this article, the taxes imposed by this article shall be adminis-
50 tered and collected in a like manner as and jointly with the taxes
51 imposed by sections eleven hundred five and eleven hundred ten of this
52 chapter. In addition, except as otherwise provided in this article, all
53 of the provisions of article twenty-eight of this chapter (except
54 sections eleven hundred seven, eleven hundred eight, eleven hundred
55 nine, and eleven hundred forty-eight) relating to or applicable to the
56 administration, collection and review of the taxes imposed by such

1 sections eleven hundred five and eleven hundred ten, including, but not
2 limited to, the provisions relating to definitions, returns, exemptions,
3 penalties, tax secrecy, personal liability for the tax, and collection
4 of tax from the customer, shall apply to the taxes imposed by this arti-
5 cle so far as such provisions can be made applicable to the taxes
6 imposed by this article with such limitations as set forth in this arti-
7 cle and such modifications as may be necessary in order to adapt such
8 language to the taxes so imposed. Such provisions shall apply with the
9 same force and effect as if the language of those provisions had been
10 set forth in full in this article except to the extent that any
11 provision is either inconsistent with a provision of this article or is
12 not relevant to the taxes imposed by this article.

13 (b) The tax imposed by this article is in lieu of and replaces any tax
14 as may be imposed under sections eleven hundred sixty, eleven hundred
15 sixty-six-a, and eleven hundred sixty-six-b of this chapter.

16 § 1197. Deposit and disposition of revenue. (a) All taxes, fees,
17 interest and penalties collected or received by the commissioner under
18 section eleven hundred ninety-one of this article shall be deposited and
19 disposed of pursuant to the provisions of section one hundred seventy-
20 one-a of this chapter.

21 (b) All taxes, fees, interest and penalties collected or received by
22 the commissioner under section eleven hundred ninety-two of this article
23 shall be deposited and disposed into the corporate transportation
24 account of the metropolitan transportation authority special assistance
25 fund established by section twelve hundred seventy-a of the public
26 authorities law, to be applied as provided in paragraph (e) of subdivi-
27 sion four of such section.

28 (c) All taxes, fees, interest and penalties collected or received by
29 the commissioner under section eleven hundred ninety-three of this arti-
30 cle shall be deposited and disposed into the public transportation
31 systems operating assistance account established by section eighty-
32 eight-a of the state finance law.

33 § 11. Subdivision 1 of section 171-a of the tax law, as amended by a
34 chapter of the laws of 2021 amending the insurance law, the general
35 business law, the tax law and the vehicle and traffic law relating to
36 enacting the peer-to-peer car sharing program act, as proposed in legis-
37 lative bills numbers S. 6715 and A. 2349-A, is amended to read as
38 follows:

39 1. All taxes, interest, penalties and fees collected or received by
40 the commissioner or the commissioner's duly authorized agent under arti-
41 cles nine (except section one hundred eighty-two-a thereof and except as
42 otherwise provided in section two hundred five thereof), nine-A,
43 twelve-A (except as otherwise provided in section two hundred eighty-
44 four-d thereof), thirteen, thirteen-A (except as otherwise provided in
45 section three hundred twelve thereof), eighteen, nineteen, twenty
46 (except as otherwise provided in section four hundred eighty-two there-
47 of), twenty-B, twenty-C, twenty-D, twenty-one, twenty-two, twenty-four,
48 twenty-four-A, twenty-six, twenty-eight (except as otherwise provided in
49 section eleven hundred two or eleven hundred three thereof),
50 twenty-eight-A, twenty-eight-D (except as otherwise provided in section
51 eleven hundred ninety-seven, twenty-nine-B, [~~twenty-nine-D (except as~~
52 ~~otherwise provided in sections twelve hundred ninety-nine-L and twelve~~
53 ~~hundred ninety-nine-M)], thirty-one (except as otherwise provided in
54 section fourteen hundred twenty-one thereof), thirty-three and
55 thirty-three-A of this chapter shall be deposited daily in one account
56 with such responsible banks, banking houses or trust companies as may be~~

1 designated by the comptroller, to the credit of the comptroller. Such an
2 account may be established in one or more of such depositories. Such
3 deposits shall be kept separate and apart from all other money in the
4 possession of the comptroller. The comptroller shall require adequate
5 security from all such depositories. Of the total revenue collected or
6 received under such articles of this chapter, the comptroller shall
7 retain in the comptroller's hands such amount as the commissioner may
8 determine to be necessary for refunds or reimbursements under such arti-
9 cles of this chapter out of which amount the comptroller shall pay any
10 refunds or reimbursements to which taxpayers shall be entitled under the
11 provisions of such articles of this chapter. The commissioner and the
12 comptroller shall maintain a system of accounts showing the amount of
13 revenue collected or received from each of the taxes imposed by such
14 articles. The comptroller, after reserving the amount to pay such
15 refunds or reimbursements, shall, on or before the tenth day of each
16 month, pay into the state treasury to the credit of the general fund all
17 revenue deposited under this section during the preceding calendar month
18 and remaining to the comptroller's credit on the last day of such
19 preceding month, (i) except that the comptroller shall pay to the state
20 department of social services that amount of overpayments of tax imposed
21 by article twenty-two of this chapter and the interest on such amount
22 which is certified to the comptroller by the commissioner as the amount
23 to be credited against past-due support pursuant to subdivision six of
24 section one hundred seventy-one-c of this article, (ii) and except that
25 the comptroller shall pay to the New York state higher education
26 services corporation and the state university of New York or the city
27 university of New York respectively that amount of overpayments of tax
28 imposed by article twenty-two of this chapter and the interest on such
29 amount which is certified to the comptroller by the commissioner as the
30 amount to be credited against the amount of defaults in repayment of
31 guaranteed student loans and state university loans or city university
32 loans pursuant to subdivision five of section one hundred seventy-one-d
33 and subdivision six of section one hundred seventy-one-e of this arti-
34 cle, (iii) and except further that, notwithstanding any law, the comp-
35 troller shall credit to the revenue arrearage account, pursuant to
36 section ninety-one-a of the state finance law, that amount of overpay-
37 ment of tax imposed by article nine, nine-A, twenty-two, thirty, thir-
38 ty-A, thirty-B or thirty-three of this chapter, and any interest there-
39 on, which is certified to the comptroller by the commissioner as the
40 amount to be credited against a past-due legally enforceable debt owed
41 to a state agency pursuant to paragraph (a) of subdivision six of
42 section one hundred seventy-one-f of this article, provided, however, he
43 shall credit to the special offset fiduciary account, pursuant to
44 section ninety-one-c of the state finance law, any such amount credita-
45 ble as a liability as set forth in paragraph (b) of subdivision six of
46 section one hundred seventy-one-f of this article, (iv) and except
47 further that the comptroller shall pay to the city of New York that
48 amount of overpayment of tax imposed by article nine, nine-A, twenty-
49 two, thirty, thirty-A, thirty-B or thirty-three of this chapter and any
50 interest thereon that is certified to the comptroller by the commission-
51 er as the amount to be credited against city of New York tax warrant
52 judgment debt pursuant to section one hundred seventy-one-l of this
53 article, (v) and except further that the comptroller shall pay to a
54 non-obligated spouse that amount of overpayment of tax imposed by arti-
55 cle twenty-two of this chapter and the interest on such amount which has
56 been credited pursuant to section one hundred seventy-one-c, one hundred

1 seventy-one-d, one hundred seventy-one-e, one hundred seventy-one-f or
2 one hundred seventy-one-l of this article and which is certified to the
3 comptroller by the commissioner as the amount due such non-obligated
4 spouse pursuant to paragraph six of subsection (b) of section six
5 hundred fifty-one of this chapter; and (vi) the comptroller shall deduct
6 a like amount which the comptroller shall pay into the treasury to the
7 credit of the general fund from amounts subsequently payable to the
8 department of social services, the state university of New York, the
9 city university of New York, or the higher education services corpo-
10 ration, or the revenue arrearage account or special offset fiduciary
11 account pursuant to section ninety-one-a or ninety-one-c of the state
12 finance law, as the case may be, whichever had been credited the amount
13 originally withheld from such overpayment, and (vii) with respect to
14 amounts originally withheld from such overpayment pursuant to section
15 one hundred seventy-one-l of this article and paid to the city of New
16 York, the comptroller shall collect a like amount from the city of New
17 York.

18 § 12. Subdivision (c) of section 1160 of the tax law, as added by a
19 chapter of the laws of 2021 amending the insurance law, the general
20 business law, the tax law and the vehicle and traffic law relating to
21 enacting the peer-to-peer car sharing program act, as proposed in legis-
22 lative bills numbers S. 6715 and A. 2349-A, is amended to read as
23 follows:

24 (c) The provisions of this section shall not apply to [~~a~~] peer-to-peer
25 car sharing [~~program~~] as defined in section nine hundred of the general
26 business law and which is subject to the [~~assessment-fees~~] taxes set
27 forth in article [~~twenty-nine-D~~] twenty-eight-D of this chapter.

28 § 13. Subdivision (c) of section 1166-a of the tax law, as added by a
29 chapter of the laws of 2021 amending the insurance law, the general
30 business law, the tax law and the vehicle and traffic law relating to
31 enacting the peer-to-peer car sharing program act, as proposed in legis-
32 lative bills numbers S. 6715 and A. 2349-A, is amended to read as
33 follows:

34 (c) The provisions of this section shall not apply to [~~a~~] peer-to-peer
35 car sharing [~~program~~] as defined in section nine hundred of the general
36 business law and which is subject to the [~~assessment-fees~~] taxes set
37 forth in article [~~twenty-nine-D~~] twenty-eight-D of this chapter.

38 § 14. Subdivision (c) of section 1166-b of the tax law, as added by a
39 chapter of the laws of 2021 amending the insurance law, the general
40 business law, the tax law and the vehicle and traffic law relating to
41 enacting the peer-to-peer car sharing program act, as proposed in legis-
42 lative bills numbers S. 6715 and A. 2349-A, is amended to read as
43 follows:

44 (c) The provisions of this section shall not apply to [~~a~~] peer-to-peer
45 car sharing [~~program~~] as defined in section nine hundred of the general
46 business law and which is subject to the [~~assessment-fees~~] taxes set
47 forth in article [~~twenty-nine-D~~] twenty-eight-D of this chapter.

48 § 15. Section 14 of a chapter of the laws of 2021 amending the insur-
49 ance law, the general business law, the tax law and the vehicle and
50 traffic law relating to enacting the peer-to-peer car sharing program
51 act, as proposed in legislative bills numbers S. 6715 and A. 2349-A, is
52 amended to read as follows:

53 § 14. This act shall take effect on the [~~ninetieth~~] one hundred eight-
54 ieth day after it shall have become a law; provided, however, that
55 sections four, five, six, seven, eight and nine of this act shall take
56 effect on the first day of the sales tax quarter next succeeding the one

1 hundred eightieth day after this act shall have become a law. Effective
2 immediately, the addition, amendment and/or repeal of any rule or regu-
3 lation necessary for the implementation of this act on its effective
4 date are authorized to be made and completed on or before such effective
5 date.

6 § 16. This act shall take effect immediately, provided, however,
7 sections one, two, three, four, five, six, seven, eight, nine, ten,
8 eleven, twelve, thirteen and fourteen of this act shall take effect on
9 the same date and in the same manner as a chapter of the laws of 2021
10 amending the insurance law, the general business law, the tax law and
11 the vehicle and traffic law relating to enacting the peer-to-peer car
12 sharing program act, as proposed in legislative bills numbers S. 6715
13 and A. 2349-A, takes effect.