

STATE OF NEW YORK

2349

2021-2022 Regular Sessions

IN ASSEMBLY

January 14, 2021

Introduced by M. of A. RODRIGUEZ, CAHILL -- read once and referred to the Committee on Insurance

AN ACT to amend the insurance law, the general business law, the tax law and the vehicle and traffic law, in relation to enacting the peer-to-peer car sharing program act

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

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

3 § 2. The insurance law is amended by adding four new sections 3457,
4 3458, 3459 and 3460 to read as follows:

5 § 3457. Group insurance for peer-to-peer car sharing programs. (a)
6 For the purposes of this section and sections three thousand four
7 hundred fifty-eight, three thousand four hundred fifty-nine and three
8 thousand four hundred sixty of this article, the following definitions
9 shall apply:

10 (1) "Peer-to-peer car sharing" shall have the same meaning as set
11 forth in article forty of the general business law.

12 (2) "Peer-to-peer car sharing program" or "program" shall have the
13 same meaning as set forth in article forty of the general business law.

14 (3) "Peer-to-peer car sharing program agreement" or "agreement" shall
15 have the same meaning as set forth in article forty of the general busi-
16 ness law.

17 (4) "Shared vehicle" shall have the same meaning as set forth in arti-
18 cle forty of the general business law.

19 (5) "Shared vehicle driver" shall have the same meaning as set forth
20 in article forty of the general business law.

21 (6) "Shared vehicle owner" shall have the same meaning as set forth in
22 article forty of the general business law.

23 (7) "Peer-to-peer car sharing delivery period" shall have the same
24 meaning as set forth in article forty of the general business law.

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

LBD03055-01-1

1 (8) "Peer-to-peer car sharing start time" shall have the same meaning
2 as set forth in article forty of the general business law.

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

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

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

11 (12) "Motor vehicle" shall have the same meaning as set forth in arti-
12 cle forty of the general business law.

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

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

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

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

40 (d) A group policy as provided for in subsections (b) and (c) of this
41 section shall only be issued in accordance with the provisions of this
42 section and section three thousand four hundred sixty of this article.

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

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

1 period. Such policy shall also include a provision that claims shall be
2 adjusted pursuant to section three thousand four hundred twelve of this
3 article, and it shall further include physical damage coverage for
4 damage or loss to the shared vehicle that shall have been incurred
5 during the peer-to-peer car sharing period at a level no less than that
6 of the amount of third party physical damage coverage.

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

9 (h) Coverage under a group policy, as provided for in this section,
10 shall not be dependent on a personal motor vehicle liability insurer
11 first denying a claim, nor shall a personal motor vehicle insurance
12 policy be required to first deny a claim before the group policy shall
13 afford coverage pursuant to this section.

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

17 § 3458. Car share exclusions for personal motor vehicle liability
18 insurance policies. (a) The definitions set forth in section three thou-
19 sand four hundred fifty-seven of this article shall apply to this
20 section.

21 (b) Notwithstanding any other provision of law to the contrary, the
22 shared vehicle owner's personal motor vehicle insurer may exclude any
23 and all coverage afforded under the policy issued to the shared vehicle
24 owner for any loss or injury that occurs during the car sharing period
25 including:

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

33 (c) The shared vehicle owner's personal motor vehicle insurer shall
34 notify the shared vehicle owner that there is no duty to defend or
35 indemnify any person or organization for the liability for any loss that
36 shall occur during the peer-to-peer car 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 § 3459. 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 in compliance with article forty of the general business law.

48 (b) The definitions set forth in section three thousand four hundred
49 fifty-seven of this article shall apply to this section.

50 § 3460. Notice of claim. (a) For purposes of article fifty-one of this
51 chapter, 11 NYCRR Part 65 and general liability claims, notice of claim
52 to the shared vehicle owner, shared vehicle driver, peer-to-peer car
53 sharing program or any insurer of the shared vehicle owner, shared vehi-
54 cle driver, or peer-to-peer car sharing program shall be deemed notice
55 to all appropriate parties and insurers.

(b) Any shared vehicle owner, shared vehicle driver, peer-to-peer car sharing program or any insurer of the shared vehicle owner, shared vehicle driver, or peer-to-peer car sharing program receiving such notice shall provide such notice to all appropriate parties.

§ 3. The general business law is amended by adding a new article 40 to read as follows:

ARTICLE 40

PEER-TO-PEER CAR SHARING PROGRAMS

Section 900. Definitions.

901. Licensing.

902. Requirements for doing business.

903. Program liability.

904. Lien implications; notification.

905. Insurable interest.

906. Disclosures.

907. Driver's license verification; data retention.

908. Responsibility for equipment.

909. Safety recalls.

910. Discrimination based on age prohibited.

911. Discrimination on the basis of credit card ownership prohibited.

912. Discrimination in peer-to-peer car sharing prohibited.

913. Optional vehicle protection; requirements.

914. Rate disclosures.

915. Geographical discrimination prohibited.

916. Global positioning systems.

917. Notice.

918. Electronic notice authorized.

919. Airport transactions.

920. Enforcement.

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

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

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

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

4. "Shared vehicle" means a motor vehicle that is available for sharing through a peer-to-peer car sharing program that is both:

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

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

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

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

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

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

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

10. "Peer-to-peer car sharing termination time" shall mean the earliest of the following events:

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

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

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

11. "Group policy" means an insurance policy issued pursuant to section three thousand four hundred fifty-seven of the insurance law.

12. "Motor vehicle" shall:

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

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

13. "Optional vehicle protection" shall:

(a) mean a peer-to-peer car sharing program's agreement not to hold a shared vehicle driver liable for all or part of any damage or loss to the shared vehicle, any loss of use of the shared vehicle, or any storage, impound, towing or administrative charges for which a shared vehicle driver may be liable.

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

§ 901. Licensing. A peer-to-peer car sharing program may not operate within the state without first having obtained a license issued by the department of state in a form and manner and with applicable fees as provided for by regulations promulgated by the secretary of state. As a condition of obtaining a license, a peer-to-peer car sharing program shall be required to submit to the department of state proof of a group policy issued pursuant to section three thousand four hundred fifty-seven of the insurance law.

§ 902. Requirements for doing business. 1. No shared vehicle shall be classified as a commercial vehicle, for-hire vehicle, permissive use vehicle, taxi-cab, rental vehicle as defined in section one hundred

thirty-seven-a of the vehicle and traffic law, livery or transportation network company vehicle solely because the shared vehicle owner allows such vehicle to be used for peer-to-peer car sharing, or as such for the duration of the car sharing period, provided that: (a) the peer-to-peer car sharing is compliant with a peer-to-peer car sharing program as provided in this article; (b) if the car sharing program does not prohibit shared vehicle drivers from using shared vehicles for commercial uses, the insurance maintained by the car sharing program does not exclude coverage for such commercial uses; and (c) the car sharing program does not knowingly place the shared vehicle into use as a commercial vehicle or as a vehicle for hire by a shared vehicle driver while engaged in peer-to-peer car sharing, unless the shared vehicle driver or owner, as applicable, is in compliance with other laws applied to the commercial use or to use as a vehicle for-hire.

2. A peer-to-peer car sharing program, during each peer-to-peer car sharing period for each shared vehicle that it facilitates the use of, shall maintain insurance that provides financial responsibility coverage as follows:

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

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

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

(d) the insurance required under this subdivision need not be coterminous with the registration period of the shared vehicle insured.

(e) For purposes of article fifty-one of the insurance law, 11 NYCRR Part 65 and general liability claims, notice to the shared vehicle owner, shared vehicle driver, peer-to-peer car sharing program or any insurer of the shared vehicle owner, shared vehicle driver, or peer-to-peer car sharing program of any claim shall be deemed notice to all appropriate parties and insurers. Any shared vehicle owner, shared vehicle driver, peer-to-peer car sharing program or any insurer of the shared vehicle owner, shared vehicle driver, or peer-to-peer car sharing program receiving such notice shall provide such notice to all appropriate parties.

3. The insurance requirements provided in subdivision two of this section may be satisfied by insurance provided through a group policy maintained by the shared vehicle program on the shared vehicle, shared vehicle owner, and shared vehicle driver pursuant to this article.

1 4. A peer-to-peer car sharing program shall, during each peer-to-peer
2 car sharing period for each shared vehicle that it facilitates the use
3 of:

4 (a) provide shared vehicle owners with proof of insurance coverage
5 satisfying subdivision two of this section and such shared vehicle owner
6 or shared vehicle driver shall carry such proof of coverage with him or
7 her at all times during his or her operation of a shared vehicle during
8 a peer-to-peer car sharing period. Such proof of coverage shall be in
9 such form as the commissioner of motor vehicles shall prescribe, which
10 may be in the form of an insurance identification card as defined in
11 section three hundred eleven of the vehicle and traffic law. Any insur-
12 ance identification card issued pursuant to the provisions of this arti-
13 cle shall be in addition to the insurance identification card required
14 pursuant to article six of the vehicle and traffic law, and nothing
15 contained in this article shall be deemed to supersede the provisions of
16 article six of the vehicle and traffic law. Whenever the production of
17 an insurance identification card is required by law, a shared vehicle
18 owner or shared vehicle driver shall: (i) produce the insurance iden-
19 tification card pursuant to article six of the vehicle and traffic law;
20 and (ii) if such shared vehicle owner or shared vehicle driver was oper-
21 ating such vehicle during a peer-to-peer car sharing period, such shared
22 vehicle owner or shared vehicle driver shall also produce the insurance
23 identification card required pursuant to this article. A shared vehicle
24 owner or shared vehicle driver who, while operating a shared vehicle
25 during a peer-to-peer car sharing period, has in effect the insurance
26 required pursuant to this article, shall not be deemed to be in
27 violation of insurance requirements under article six of the vehicle and
28 traffic law during such time as he or she was operating such vehicle
29 during such period.

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

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

39 (ii) a toll-free number, or other such form of communication by which
40 a law enforcement police officer, representative of the department of
41 motor vehicles, or other officer of this state or any political subdivi-
42 sion thereof may confirm that the insurance provided for in subdivision
43 two of this section is in full force and effect.

44 (c) collect, maintain, and make available to the shared vehicle owner,
45 the shared vehicle owner's primary motor vehicle liability insurer in
46 connection with a claimed loss, the shared vehicle driver's primary
47 motor vehicle liability insurer in connection with a claimed loss, any
48 excess or umbrella insurers in connection with a claimed loss, third
49 parties directly involved in motor vehicle incidents with a shared vehi-
50 cle in connection with a claimed loss, and any government agency as
51 required by law, within ten business days of a request, or as reasonably
52 practicable thereafter the following information pertaining to incidents
53 which occurred during the peer-to-peer car sharing period:

54 (i) available records of the peer-to-peer car sharing period for each
55 shared vehicle involved, and to the extent available, verifiable elec-

1 tronic records of the time, initial and final locations of the vehicle,
2 and, to the extent mileage is collected, miles driven;

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

7 (iii) For purposes of article fifty-one of the insurance law, 11 NYCRR
8 Part 65 and general liability claims, notice to the shared vehicle
9 owner, shared vehicle driver, peer-to-peer car sharing program or any
10 insurer of the shared vehicle owner, shared vehicle driver, or peer-to-
11 peer car sharing program of any claim shall be deemed notice to all
12 appropriate parties and insurers. Any shared vehicle owner, shared vehi-
13 cle driver, peer-to-peer car sharing program or any insurer of the
14 shared vehicle owner, shared vehicle driver, or peer-to-peer car sharing
15 program receiving such notice shall provide such notice to all appropri-
16 ate parties.

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

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

26 (ii) any insurance or physical damage protection offered pursuant to
27 paragraph (b) of subdivision two of this section or subsection (e) of
28 section three thousand four hundred fifty-seven of the insurance law,
29 shall not be valid or collectible for damages or losses that occur
30 outside of the peer-to-peer car sharing period.

31 (e) ensure that the shared vehicle owner acknowledges upon or before
32 enrollment in a peer-to-peer car sharing program, and is notified in
33 plain conspicuous language before each car sharing period, that state
34 law may impose liability for injuries to person or property resulting
35 from the negligence in the use or operation of the shared vehicle by
36 shared vehicle drivers for judgments exceeding the coverage limits of
37 insurance in effect during the car sharing period. The subsequent notice
38 required under this subsection may be provided electronically, including
39 by electronic mail and hyperlink to a website explaining insurance
40 coverages and vicarious liability or other substantially similar means
41 of notice.

42 5. At the time a vehicle is enrolled in the peer-to-peer car sharing
43 program, the peer-to-peer car sharing platform shall file with the
44 commissioner of motor vehicles, in such form and manner as such commis-
45 sioner may require, a statement identifying the shared vehicle and proof
46 of a group policy applicable to such shared vehicle pursuant to section
47 three thousand four hundred seven of the insurance law. The commissioner
48 of motor vehicles shall identify the vehicle as enrolled in the peer-to-
49 peer car sharing program and provide proof of a group policy applicable
50 to such shared vehicle pursuant to the insurance law in such vehicle or
51 registration record in a manner accessible to the public. Failure of a
52 peer-to-peer car sharing platform to comply with the provisions of this
53 article may result in penalties which may include suspension or revoca-
54 tion of license as provided by law.

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

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

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

(d) Compliance with the excess and surplus line statutes and regulations of this state shall be performed with respect to the group as a whole and not with respect to individual group members.

7. A peer-to-peer car sharing program shall, upon entering into a peer-to-peer car sharing agreement with a shared vehicle owner and prior to the shared vehicle owner making a shared vehicle available for sharing in the program, provide notice in plain conspicuous language to the shared vehicle owner that he or she may need additional insurance coverage including motor vehicle physical damage coverage as described in paragraph nineteen of subsection (a) of section one thousand one hundred thirteen of the insurance law if the shared vehicle is subject to a lease or loan. A program shall also post this notice on its website in a prominent place and provide contact information for the department of financial services.

§ 903. Program liability. 1. Notwithstanding any other provision of law, or any provision in a shared vehicle owner's policy of motor vehicle liability insurance, in the event of a loss or injury that shall occur during the peer-to-peer car sharing period, the peer-to-peer car sharing program insurers providing coverages under section nine hundred two of this article shall provide financial responsibility for any bodily injury, death, or damage to property in amounts not to exceed those stated in the peer-to-peer car sharing program agreement and not less than those amounts required in section nine hundred two of this article, and the peer-to-peer car sharing program shall retain such liability irrespective of a lapse in the group policy or any other insurance policy or financial security maintained by the program.

2. The insurer or insurers providing group liability insurance to the peer-to-peer car sharing program pursuant to section nine hundred two of this article shall be primary during each car sharing period. Provided however, where: (a) a good faith dispute exists regarding who was in control of the vehicle when the loss occurred giving rise to such claim or whether the loss occurred outside of the car sharing period; and (b) the peer-to-peer car sharing program does not have available, did not retain, or is otherwise unable to provide information demonstrating who was in control at the time of the loss or whether the loss occurred outside of the car sharing period, the shared vehicle owner's private motor vehicle insurer shall indemnify insurer or insurers providing group liability, to the extent of its obligation under the applicable insurance policy, if it is determined that the loss occurred outside of the peer-to-peer car sharing period. The peer-to-peer car sharing program shall notify the registered owner's insurer of any such dispute within fifteen days of becoming aware that such a dispute exists.

3. In the event that the shared vehicle owner or the shared vehicle owner's personal motor vehicle insurer is named as a defendant in a civil action for a loss or injury that occurs during any time within the

1 peer-to-peer car sharing period, or otherwise under the direct and imme-
2 diat control of a peer-to-peer car sharing program, the peer-to-peer
3 car sharing program shall have the duty to defend and indemnify the
4 shared vehicle owner and the shared vehicle owner's insurer subject to
5 the provisions of this section, section nine hundred two of this article
6 and section three thousand four hundred and fifty-seven of the insurance
7 law.

8 4. A motor vehicle liability insurer who defends or indemnifies a
9 claim against a shared vehicle which is excluded under the terms of its
10 policy shall have the right to seek contribution against the peer-to-
11 peer car sharing program's insurer, if the claim is made against the
12 shared vehicle owner, the shared vehicle driver or authorized operator
13 for loss or injury which occurs during the car sharing period.

14 5. A peer-to-peer car sharing program may contractually assume the
15 risk of loss due to physical damage to shared vehicles during the time
16 that such shared vehicles are in the custody of the shared vehicle driv-
17 er or peer-to-peer car sharing program, and that such assumption of
18 risk:

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

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

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

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

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

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

43 9. A peer-to-peer car sharing program shall be deemed to have received
44 notice of injuries to persons or property covered under the insurance
45 and financial security requirements of this article at the earlier of
46 notice received by the peer-to-peer car sharing program or notice
47 received by the shared vehicle owner. A shared vehicle owner shall imme-
48 diately give actual notice to the peer-to-peer car sharing program and
49 its insurers, including notice in the form and manner as required in the
50 peer-to-peer car sharing agreement, of any losses potentially covered by
51 insurance maintained by the peer-to-peer car sharing program.

52 10. For purposes of article fifty-one of the insurance law, 11 NYCRR
53 Part 65 and general liability claims, notice to the shared vehicle
54 owner, shared vehicle driver, peer-to-peer car sharing program or any
55 insurer of the shared vehicle owner, shared vehicle driver, or peer-to-
56 peer car sharing program of any claim shall be deemed notice to all

1 appropriate parties and insurers. Any shared vehicle owner, shared vehi-
2 cle driver, peer-to-peer car sharing program or any insurer of the
3 shared vehicle owner, shared vehicle driver, or peer-to-peer car sharing
4 program receiving such notice shall provide such notice to all appropri-
5 ate parties.

6 § 904. Lien implications; notification. When a vehicle owner first
7 registers as a shared vehicle owner on a peer-to-peer car sharing
8 program and prior to such time as when the shared vehicle owner makes a
9 shared vehicle available for peer-to-peer car sharing on the peer-to-
10 peer car sharing program, the peer-to-peer car sharing program shall
11 notify in plain conspicuous language the shared vehicle owner that, if
12 the shared vehicle shall have a lien against it, the use of the shared
13 vehicle through a peer-to-peer car sharing program, including use with-
14 out physical damage coverage, may violate the terms of the contract with
15 the lienholder.

16 § 905. Insurable interest. 1. Notwithstanding any other provision of
17 law to the contrary, a peer-to-peer car sharing program shall have an
18 insurable interest in a shared vehicle during the peer-to-peer car shar-
19 ing period.

20 2. Nothing in this section shall create an obligation for a peer-to-
21 peer car sharing program to provide insurance beyond the requirement to
22 ensure financial security pursuant to the provisions of subdivision two
23 of section nine hundred two of this article.

24 § 906. Disclosures. Each peer-to-peer car sharing program agreement
25 made in the state shall disclose to the shared vehicle owner and the
26 shared vehicle driver:

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

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

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

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

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

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

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

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

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

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

51 § 908. Responsibility for equipment. A peer-to-peer car sharing
52 program shall have sole responsibility for any equipment, such as a
53 global positioning system, or GPS, or other special equipment which is
54 put in or on such vehicle to monitor or facilitate the peer-to-peer car
55 sharing transaction, and shall agree to indemnify and hold harmless the
56 shared vehicle owner for any damage to or theft of such equipment during

1 the peer-to-peer car sharing period not caused by such shared vehicle
2 owner. The peer-to-peer car sharing program shall have the right to seek
3 indemnity from the shared vehicle driver for any loss or damage to such
4 equipment that shall occur during the peer-to-peer car sharing period.

5 § 909. Safety recalls. 1. At the time when a shared vehicle owner
6 registers a shared vehicle on a peer-to-peer car sharing program, and
7 prior to the time when the shared vehicle owner makes a shared vehicle
8 available for car sharing on the peer-to-peer car sharing program, the
9 peer-to-peer car sharing program shall:

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

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

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

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

28 (c) If a shared vehicle owner has received notice of a safety recall
29 on a shared vehicle while such shared vehicle is in the possession of a
30 shared vehicle driver, the shared vehicle owner shall notify the peer-
31 to-peer car sharing program about the safety recall as soon as practica-
32 ble, and in no case longer than forty-eight hours after receipt of such
33 notice, so that the shared vehicle driver can be notified and the shared
34 vehicle can be removed from the peer-to-peer car sharing program until
35 the necessary safety recall repair has been made.

36 (d) A shared vehicle owner shall not enroll a vehicle in a peer-to-
37 peer car sharing program unless such vehicle has been issued a valid
38 safety inspection in compliance with article five of the vehicle and
39 traffic law. A peer-to-peer car sharing program shall not permit a vehi-
40 cle to be shared unless the shared vehicle owner has furnished proof to
41 the program of such safety inspection in compliance with article five of
42 the vehicle and traffic law.

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

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

52 § 911. Discrimination on the basis of credit card ownership prohibit-
53 ed. 1. It shall be unlawful for any person, firm, partnership, associ-
54 ation or corporation engaged in the business of peer-to-peer car sharing
55 to refuse to make a shared vehicle available to any person solely on the
56 requirement of ownership of a credit card.

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

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

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

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

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

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

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

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

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

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

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

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

4 (1) retain the excess amount; and

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

7 (ii) Nothing in this section shall prevent a peer-to-peer car sharing
8 program from making adjustment to the optional vehicle protection fee
9 during the calendar year.

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

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

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

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

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

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

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

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

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

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

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

52 (e) After twenty-four hours of purchase, a customer may prospectively
53 terminate optional vehicle protection at any time, provided the custom-
54 er: (i) appears in person before the shared vehicle owner together with
55 the vehicle that shall be subject to inspection; (ii) voids the optional
56 vehicle protection in writing; and (iii) pays the optional vehicle

1 protection charge for any full or partial day or portion of a day during
2 which the optional vehicle protection was in effect.

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

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

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

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

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

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

30 (d) When a radio advertisement or the audio presentation of a tele-
31 vision advertisement contains the statement of the cost of a shared
32 vehicle, the oral statement of such cost shall immediately be accompa-
33 nied by an oral statement of the cost of the optional vehicle protection
34 if offered as a separately itemized product.

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

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

49 "NOTICE: THE FOLLOWING IS A GENERAL SUMMARY OF SHARED DRIVERS' RIGHTS
50 AND OBLIGATIONS. FOR COMPLETE DETAILS, REFER TO THE PEER-TO-PEER CAR
51 SHARING AGREEMENT. OPTIONAL VEHICLE PROTECTION (OVP): This contract
52 offers, for an additional charge, OVP to cover your financial responsi-
53 bility for damage or loss to the shared vehicle. OVP is also commonly
54 referred to as a "collision damage waiver". The purchase of OVP is
55 optional and may be declined. Before deciding whether to purchase OVP,
56 you may wish to determine whether your credit card, or the vehicle

1 insurance maintained by yourself or someone in your household, affords
2 you any coverage for damage to the shared vehicle, and the amount of
3 deductible under any such coverage. OVP - WHEN VOID: OVP is void and
4 shall not apply to the following situations:

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

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

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

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

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

18 (c) by a person other than: (1) the shared vehicle driver; (2) the
19 shared vehicle driver's child over the age of eighteen or a parent or
20 parent-in-law of the shared vehicle driver, provided such child, parent
21 or parent-in-law is properly licensed to operate a motor vehicle and
22 resides in the same household as the shared vehicle driver; or (3) a
23 parking valet or parking garage attendant for compensation and in the
24 normal course of employment;

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

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

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

1 vehicle insurance affords you coverage for damage to the shared vehicle
2 and the amount of deductible under such coverage."

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

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

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

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

1 sharing program agrees to provide access to such damaged vehicle beyond
2 the ten business days provided herein. Within the limits provided in
3 this paragraph, the peer-to-peer car sharing program shall identify the
4 repairer of, and provide access to, the damaged vehicle, in order to
5 verify the nature and extent of damages, repairs and repair costs,
6 and/or repair estimates.

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

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

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

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

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

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

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

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

55 (B) such form may also be made available as a fill-in form on the
56 peer-to-peer car sharing program's website, and the shared vehicle driv-

er shall be advised of the availability of such web-based fill-in form when a request for incident information is made pursuant to this subdivision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

53 (d) Causes of action concerning the existence of, liability for, and
54 extent and cost of damage to such vehicle shall, where appropriate, be
55 commenced by a peer-to-peer car sharing program in a court of competent
56 jurisdiction, in accordance with the limitations and jurisdiction of the

1 appropriate court act, provided the claimant has first mailed a demand
2 letter. A demand letter sent by the peer-to-peer car sharing program
3 pursuant to this paragraph shall contain: (i) the name and post office
4 address of such peer-to-peer car sharing program, and of its attorney,
5 if any; (ii) the nature of such claim; (iii) the time when, the place
6 where and the manner in which such claim arose, if known, or if not
7 known, the time when and place where the damage was discovered by the
8 shared vehicle owner or peer-to-peer car sharing program; and (iv) the
9 items of damage or injuries claimed to have been sustained, accompanied
10 by supporting documentation, such as repair bills, invoices and esti-
11 mates in the possession of or available to such peer-to-peer car sharing
12 program. Such demand letter shall be served upon such shared vehicle
13 driver and his or her insurer in a manner reasonably designed to give
14 actual notice, via regular and certified mail, return receipt requested.
15 Nothing contained herein shall prohibit a peer-to-peer car sharing
16 program and a shared vehicle driver or his or her insurer from entering
17 into an agreement after a claim of loss to submit the matter to arbi-
18 tration or mediation.

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

27 8. A shared vehicle driver shall provide notice to the peer-to-peer
28 car sharing platform and appropriate law enforcement agency immediately
29 upon learning of the theft of a shared vehicle.

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

34 § 915. Geographical discrimination prohibited. It shall be unlawful
35 for any peer-to-peer car sharing program to engage in any of the follow-
36 ing practices solely on the basis of the geographical location of the
37 residence of a New York state resident attempting to enter into a peer-
38 to-peer car sharing agreement:

39 1. refusing to allow participation in such peer-to-peer car sharing
40 program provided, however, that a car sharing program may designate
41 geographical boundaries where a car sharing start time or termination
42 time occurs;

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

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

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

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

13 § 918. Electronic notice authorized. 1. Notwithstanding any other
14 provision of this article or article thirty-five of the insurance law,
15 any notice or disclosure of general applicability required to be
16 provided, delivered, posted, or otherwise made available by a peer-to-
17 peer sharing program pursuant to any provision of this article or arti-
18 cle thirty-five of the insurance law shall also be deemed timely and
19 effectively made where such notice or disclosure is provided or deliv-
20 ered electronically to the shared vehicle owner and/or driver at or
21 before the time required, provided that such shared vehicle owner and/or
22 driver has given his or her express consent to receive such notice or
23 disclosure in such a manner.

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

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

- 40 1. list vehicles parked on airport property or at airport facilities;
- 41 2. contract for transportation to or from airport property or airport
42 facilities;
- 43 3. facilitate the use of a shared vehicle to transport airport passen-
44 gers on or off airport property; or
- 45 4. promote or market a shared vehicle to transport airport passengers
46 on or off airport property.

47 § 920. Enforcement. 1. Except where a different penalty is specif-
48 ically imposed pursuant to any provision of this article, any peer-to-
49 peer car sharing program found by a court of competent jurisdiction to
50 have violated a provision of this article shall be subject to a penalty
51 of not less than five hundred dollars nor more than one thousand dollars
52 for each violation.

53 2. (a) Whenever there shall be a violation of this section, an appli-
54 cation may be made by the attorney general in the name of the people of
55 the state of New York to a court of competent jurisdiction by a special
56 proceeding for the imposition of a fine or the issuance of an injunction

1 against any violation of this section, upon notice to such peer-to-peer
2 car sharing program of not less than five days, to enjoin and restrain
3 the continuance of such violations.

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

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

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

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

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

19 ARTICLE 29-D
20 ASSESSMENT FEES

21 Section 1299-J. Definitions.

22 1299-K. Imposition of state-wide peer-to-peer assessment fee.

23 1299-L. Imposition of metropolitan commuter transportation
24 district assessment fee.

25 1299-M. Imposition of regional transportation assessment fee.

26 1299-N. Presumption.

27 1299-O. Returns and payment of peer-to-peer assessment fee.

28 1299-P. Records to be kept.

29 1299-Q. Secrecy of returns and reports.

30 1299-R. Practice and procedure.

31 1299-S. Deposit and disposition of revenue.

32 § 1299-J. Definitions. Terms used in this article shall have the same
33 meaning as in section nine hundred of the general business law unless
34 expressly provided otherwise. For purposes of this article, the follow-
35 ing term shall have the following meaning:

36 "Gross charges paid by the shared vehicle driver" means all consider-
37 ation paid by a shared vehicle driver for use of a shared vehicle,
38 including optional charges and fees, except for separately stated charg-
39 es for taxes and government-imposed fees and airport facility fees,
40 whether imposed on the shared vehicle driver or passed through to the
41 shared vehicle driver.

42 § 1299-K. Imposition of state-wide peer-to-peer assessment fee. In
43 addition to any tax imposed under any other article of this chapter,
44 there is hereby imposed on every peer-to-peer car sharing program a fee
45 of two percent of the gross charges paid by the shared vehicle driver
46 when the car sharing period begins anywhere in the state and terminates
47 anywhere in the state. The tax imposed under this section shall increase
48 to three percent of gross charges paid by the shared vehicle driver on
49 the first of January, two thousand twenty-four.

50 § 1299-L. Imposition of metropolitan commuter transportation district
51 assessment fee. In addition to the fee imposed under section twelve
52 hundred ninety-nine-K of this article and in addition to any tax imposed
53 under any other article of this chapter, there is hereby imposed on
54 every peer-to-peer car sharing program a metropolitan commuter transpor-
55 tation district fee of two percent of the gross charges paid by the
56 shared vehicle driver when the car sharing period begins anywhere in the

1 state terminates anywhere in metropolitan commuter transportation
2 district as established by section twelve hundred sixty-two of the
3 public authorities law. The tax imposed under this section shall
4 increase to three percent of gross charges paid by the shared vehicle
5 driver on the first of January, two thousand twenty-four.

6 § 1299-M. Imposition of regional transportation assessment fee. In
7 addition to the fee imposed under section twelve hundred ninety-nine-K
8 of this article and in addition to any tax imposed under any other arti-
9 cle of this chapter, there is hereby imposed on every peer-to-peer car
10 sharing program a regional transportation fee of two percent of the
11 gross charges paid by the shared vehicle driver when the car sharing
12 period begins anywhere in the state and terminates anywhere in the state
13 outside of metropolitan transportation district as established by
14 section twelve hundred sixty-two of the public authorities law. The tax
15 imposed under this section shall increase to three percent of gross
16 charges paid by the shared vehicle driver on the first of January, two
17 thousand twenty-four.

18 § 1299-N. Presumption. For the purpose of the proper administration of
19 this article and to prevent evasion of the peer-to-peer assessment fee
20 imposed by this article, it shall be presumed that every peer-to-peer
21 car sharing program that begins anywhere in the state is subject to the
22 fees under this article. This presumption shall prevail until the
23 contrary is proven by the person liable for the fee.

24 § 1299-O. Returns and payment of peer-to-peer assessment fee. (a)
25 Every person liable for the peer-to-peer assessment fee imposed by this
26 article shall file a return on a calendar-quarterly basis with the
27 commissioner. Each return shall show the number of trips, the total
28 gross charges for each trip and the amount of fees due thereon in the
29 quarter for which the return is filed, together with such other informa-
30 tion as the commissioner may require. The returns required by this
31 section shall be filed within thirty days after the end of the quarterly
32 period covered thereby. If the commissioner deems it necessary in order
33 to ensure the payment of the peer-to-peer assessment fee imposed by this
34 article, the commissioner may require returns to be made for shorter
35 periods than prescribed by the foregoing provisions of this section, and
36 upon such dates as the commissioner may specify. The form of returns
37 shall be prescribed by the commissioner and shall contain such informa-
38 tion as the commissioner may deem necessary for the proper adminis-
39 tration of this article. The commissioner may require amended returns to
40 be filed within thirty days after notice and to contain the information
41 specified in the notice. The commissioner may require that the returns
42 be filed electronically.

43 (b) Every person liable for the peer-to-peer assessment fee required
44 to file a return under this article shall, at the time of filing such
45 return, pay to the commissioner the total of all peer-to-peer assessment
46 fees on the correct number of trips subject to such fee under this arti-
47 cle. The amount so payable to the commissioner for the period for which
48 a return is required to be filed shall be due and payable to the commis-
49 sioner on the date specified for the filing of the return for such peri-
50 od, without regard to whether a return is filed or whether the return
51 that is filed correctly shows the correct number of trips, gross trip
52 charges or amount of fees due thereon. The commissioner may require
53 that the fee be paid electronically.

54 § 1299-P. Records to be kept. Every person liable for the peer-to-peer
55 assessment fees imposed by this article shall keep:

1 (a) records of every peer-to-peer car sharing program trip subject to
2 the fees under this article, and of all amounts paid, charged or due
3 thereon, in such form as the commissioner may require;

4 (b) true and complete copies, including electronic copies, of any
5 records required to be kept by a state agency that is authorized to
6 permit or regulate a peer-to-peer car sharing program; and

7 (c) such other records and information as the commissioner may require
8 to perform his or her duties under this article.

9 § 1299-Q. Secrecy of returns and reports. (a) Except in accordance
10 with proper judicial order or as otherwise provided by law, it shall be
11 unlawful for the commissioner, any officer or employee of the depart-
12 ment, any person engaged or retained by the department on an independent
13 contract basis, or any person who in any manner may acquire knowledge of
14 the contents of a return or report filed with the commissioner pursuant
15 to this article, to divulge or make known in any manner any particulars
16 set forth or disclosed in any such return or report. The officers
17 charged with the custody of such returns and reports shall not be
18 required to produce any of them or evidence of anything contained in
19 them in any action or proceeding in any court, except on behalf of the
20 commissioner in an action or proceeding under the provisions of this
21 chapter or in any other action or proceeding involving the collection of
22 a peer-to-peer assessment fee due under this article to which the state
23 or the commissioner is a party or a claimant, or on behalf of any party
24 to any action, proceeding or hearing under the provisions of this arti-
25 cle when the returns, reports or facts shown thereby are directly
26 involved in such action, proceeding or hearing, in any of which events
27 the court, or in the case of a hearing, the division of tax appeals may
28 require the production of, and may admit into evidence, so much of said
29 returns, reports or of the facts shown thereby, as are pertinent to the
30 action, proceeding or hearing and no more. The commissioner or the divi-
31 sion of tax appeals may, nevertheless, publish a copy or a summary of
32 any decision rendered after a hearing required by this article. Nothing
33 in this section shall be construed to prohibit the delivery to a person
34 who has filed a return or report or to such person's duly authorized
35 representative of a certified copy of any return or report filed in
36 connection with such person's assessment fee. Nor shall anything in this
37 section be construed to prohibit the publication of statistics so clas-
38 sified as to prevent the identification of particular returns or reports
39 and the items thereof, or the inspection by the attorney general or
40 other legal representatives of the state of the return or report of any
41 person required to pay the peer-to-peer assessment fee who shall bring
42 action to review the peer-to-peer assessment fee based thereon, or
43 against whom an action or proceeding under this chapter has been recom-
44 mended by the commissioner or the attorney general or has been insti-
45 tuted, or the inspection of the returns or reports required under this
46 article by the comptroller or duly designated officer or employee of the
47 state department of audit and control, for purposes of the audit of a
48 refund of any peer-to-peer assessment fee paid by a person required to
49 pay the peer-to-peer assessment fees under this article. Provided,
50 further, nothing in this section shall be construed to prohibit the
51 disclosure, in such manner as the commissioner deems appropriate, of the
52 names and other appropriate identifying information of those persons
53 required to pay peer-to-peer assessment fees under this article.

54 (b) Notwithstanding the provisions of subdivision (a) of this section,
55 the commissioner, in his or her discretion, may require or permit any or
56 all persons liable for any peer-to-peer assessment fees imposed by this

1 article, to make payment to banks, banking houses or trust companies
2 designated by the commissioner and to file returns with such banks,
3 banking houses or trust companies as agents of the commissioner, in lieu
4 of paying any such peer-to-peer assessment fees directly to the commis-
5 sioner. However, the commissioner shall designate only such banks, bank-
6 ing houses or trust companies as are already designated by the comp-
7 troller as depositories pursuant to section twelve hundred eighty-eight
8 of this chapter.

9 (c) Notwithstanding the provisions of subdivision (a) of this section,
10 the commissioner may permit the secretary of the treasury of the United
11 States or such secretary's delegate, or the authorized representative of
12 either such officer, to inspect any return filed under this article, or
13 may furnish to such officer or such officer's authorized representative
14 an abstract of any such return or supply such person with information
15 concerning an item contained in any such return, or disclosed by any
16 investigation of liability under this article, but such permission shall
17 be granted or such information furnished only if the laws of the United
18 States grant substantially similar privileges to the commissioner or
19 officer of this state charged with the administration of the peer-to-
20 peer assessment fees imposed by this article, and only if such informa-
21 tion is to be used for purposes of tax administration only; and provided
22 further the commissioner may furnish to the commissioner of internal
23 revenue or such commissioner's authorized representative such returns
24 filed under this article and other tax information, as such commissioner
25 may consider proper, for use in court actions or proceedings under the
26 internal revenue code, whether civil or criminal, where a written
27 request therefor has been made to the commissioner by the secretary of
28 the treasury of the United States or such secretary's delegate, provided
29 the laws of the United States grant substantially similar powers to the
30 secretary of the treasury of the United States or his or her delegate.
31 Where the commissioner has so authorized use of returns and other infor-
32 mation in such actions or proceedings, officers and employees of the
33 department may testify in such actions or proceedings in respect to such
34 returns or other information.

35 (d) Returns and reports filed under this article shall be preserved
36 for three years and thereafter until the commissioner orders them to be
37 destroyed.

38 (e) Cross-reference: For criminal penalties, see article thirty-seven
39 of this chapter.

40 (f) (1) Notwithstanding the provisions of subdivision (a) of this
41 section, upon written request from the chairperson of the committee on
42 ways and means of the United States House of Representatives, the chair-
43 person of the committee on finance of the United States Senate, or the
44 chairperson of the joint committee on taxation of the United States
45 Congress, the commissioner shall furnish such committee with any current
46 or prior year returns specified in such request that were filed under
47 this article by the president of the United States, vice-president of
48 the United States, member of the United States Congress representing New
49 York state, or any person who served in or was employed by the executive
50 branch of the government of the United States on the executive staff of
51 the president, in the executive office of the president, or in an acting
52 or confirmed capacity in a position subject to confirmation by the
53 United States senate; or, in New York state: a statewide elected offi-
54 cial, as defined in paragraph (a) of subdivision one of section seven-
55 ty-three-a of the public officers law; a state officer or employee, as
56 defined in subparagraph (i) of paragraph (c) of subdivision one of such

1 section seventy-three-a; a political party chairperson, as defined in
2 paragraph (h) of subdivision one of such section seventy-three-a; a
3 local elected official, as defined in subdivisions one and two of
4 section eight hundred ten of the general municipal law; a person
5 appointed, pursuant to law, to serve due to vacancy or otherwise in the
6 position of a local elected official, as defined in subdivisions one and
7 two of section eight hundred ten of the general municipal law; a member
8 of the state legislature; or a judge or justice of the unified court
9 system; or filed by a partnership, firm, association, corporation,
10 joint-stock company, trust or similar entity directly or indirectly
11 controlled by any individual listed in this paragraph, whether by
12 contract, through ownership or control of a majority interest in such
13 entity, or otherwise, or filed by a partnership, firm, association,
14 corporation, joint-stock company, trust or similar entity of which any
15 individual listed in this paragraph holds ten percent or more of the
16 voting securities of such entity; provided however that, prior to
17 furnishing any return, the commissioner shall redact any copy of a
18 federal return, or portion thereof, attached to, or any information on a
19 federal return that is reflected on, such return, and any social securi-
20 ty numbers, account numbers and residential address information.

21 (2) No returns or reports shall be furnished pursuant to this subdivi-
22 sion unless the chairperson of the requesting committee certifies in
23 writing that such returns have been requested related to, and in furth-
24 erance of, a legitimate task of the Congress, that the requesting
25 committee has made a written request to the United States secretary of
26 the treasury for related federal returns or reports or return or report
27 information, pursuant to 26 U.S.C. Section 6103(f), and that if such
28 requested returns are inspected by and/or submitted to another commit-
29 tee, to the United States House of Representatives, or to the United
30 States Senate, then such inspection and/or submission shall occur in a
31 manner consistent with federal law as informed by the requirements and
32 procedures established in 26 U.S.C. Section 6103(f).

33 § 1299-R. Practice and procedure. The provisions of article twenty-
34 seven of this chapter shall apply with respect to the administration and
35 procedure with respect to the fees imposed by this article in the same
36 manner and in the same force and effect as if the language of such
37 sections of article twenty-seven of this chapter had been incorporated
38 in full into this article and had expressly referred to the fees imposed
39 under this article, except to the extent that any such provision is
40 either inconsistent with a provision of this article or is not relevant
41 to this article. The fees imposed under this article are in lieu of and
42 replace any tax as may be imposed under sections eleven hundred sixty,
43 eleven hundred sixty-six-a, and eleven hundred sixty-six-b of this chap-
44 ter.

45 § 1299-S. Deposit and disposition of revenue. (a) All taxes, fees,
46 interest and penalties collected or received by the commissioner under
47 section twelve hundred ninety-nine-K of this article shall be deposited
48 and disposed of pursuant to the provisions of section one hundred seven-
49 ty-one-a of this chapter.

50 (b) All taxes, fees, interest and penalties collected or received by
51 the commissioner under section twelve hundred ninety-nine-L of this
52 article shall be deposited and disposed into the corporate transporta-
53 tion account of the metropolitan transportation authority special
54 assistance fund established by section twelve hundred seventy-a of the
55 public authorities law, to be applied as provided in paragraph (e) of
56 subdivision four of such section.

(c) All taxes, fees, interest and penalties collected or received by the commissioner under section twelve hundred ninety-nine-M of this article shall be deposited and disposed into the public transportation systems operating assistance account established by section eighty-eight-a of the state finance law.

§ 5. Subdivision 1 of section 171-a of the tax law, as amended by section 3 of part XX of chapter 59 of the laws of 2019, is amended to read as follows:

1. All taxes, interest, penalties and fees collected or received by the commissioner or the commissioner's duly authorized agent under articles nine (except section one hundred eighty-two-a thereof and except as otherwise provided in section two hundred five thereof), nine-A, twelve-A (except as otherwise provided in section two hundred eighty-four-d thereof), thirteen, thirteen-A (except as otherwise provided in section three hundred twelve thereof), eighteen, nineteen, twenty (except as otherwise provided in section four hundred eighty-two thereof), twenty-B, twenty-D, twenty-one, twenty-two, twenty-four, twenty-six, twenty-eight (except as otherwise provided in section eleven hundred two or eleven hundred three thereof), twenty-eight-A, twenty-nine-B, twenty-nine-D (except as otherwise provided in sections twelve hundred ninety-nine-L and twelve hundred ninety-nine-M), thirty-one (except as otherwise provided in section fourteen hundred twenty-one thereof), thirty-three and thirty-three-A of this chapter shall be deposited daily in one account with such responsible banks, banking houses or trust companies as may be designated by the comptroller, to the credit of the comptroller. Such an account may be established in one or more of such depositories. Such deposits shall be kept separate and apart from all other money in the possession of the comptroller. The comptroller shall require adequate security from all such depositories. Of the total revenue collected or received under such articles of this chapter, the comptroller shall retain in the comptroller's hands such amount as the commissioner may determine to be necessary for refunds or reimbursements under such articles of this chapter out of which amount the comptroller shall pay any refunds or reimbursements to which taxpayers shall be entitled under the provisions of such articles of this chapter. The commissioner and the comptroller shall maintain a system of accounts showing the amount of revenue collected or received from each of the taxes imposed by such articles. The comptroller, after reserving the amount to pay such refunds or reimbursements, shall, on or before the tenth day of each month, pay into the state treasury to the credit of the general fund all revenue deposited under this section during the preceding calendar month and remaining to the comptroller's credit on the last day of such preceding month, (i) except that the comptroller shall pay to the state department of social services that amount of overpayments of tax imposed by article twenty-two of this chapter and the interest on such amount which is certified to the comptroller by the commissioner as the amount to be credited against past-due support pursuant to subdivision six of section one hundred seventy-one-c of this article, (ii) and except that the comptroller shall pay to the New York state higher education services corporation and the state university of New York or the city university of New York respectively that amount of overpayments of tax imposed by article twenty-two of this chapter and the interest on such amount which is certified to the comptroller by the commissioner as the amount to be credited against the amount of defaults in repayment of guaranteed student loans and state university loans or city university loans pursuant to subdivision five of section one

1 hundred seventy-one-d and subdivision six of section one hundred seven-
2 ty-one-e of this article, (iii) and except further that, notwithstanding
3 any law, the comptroller shall credit to the revenue arrearage account,
4 pursuant to section ninety-one-a of the state finance law, that amount
5 of overpayment of tax imposed by article nine, nine-A, twenty-two, thir-
6 ty, thirty-A, thirty-B or thirty-three of this chapter, and any interest
7 thereon, which is certified to the comptroller by the commissioner as
8 the amount to be credited against a past-due legally enforceable debt
9 owed to a state agency pursuant to paragraph (a) of subdivision six of
10 section one hundred seventy-one-f of this article, provided, however, he
11 shall credit to the special offset fiduciary account, pursuant to
12 section ninety-one-c of the state finance law, any such amount credita-
13 ble as a liability as set forth in paragraph (b) of subdivision six of
14 section one hundred seventy-one-f of this article, (iv) and except
15 further that the comptroller shall pay to the city of New York that
16 amount of overpayment of tax imposed by article nine, nine-A, twenty-
17 two, thirty, thirty-A, thirty-B or thirty-three of this chapter and any
18 interest thereon that is certified to the comptroller by the commission-
19 er as the amount to be credited against city of New York tax warrant
20 judgment debt pursuant to section one hundred seventy-one-l of this
21 article, (v) and except further that the comptroller shall pay to a
22 non-obligated spouse that amount of overpayment of tax imposed by arti-
23 cle twenty-two of this chapter and the interest on such amount which has
24 been credited pursuant to section one hundred seventy-one-c, one hundred
25 seventy-one-d, one hundred seventy-one-e, one hundred seventy-one-f or
26 one hundred seventy-one-l of this article and which is certified to the
27 comptroller by the commissioner as the amount due such non-obligated
28 spouse pursuant to paragraph six of subsection (b) of section six
29 hundred fifty-one of this chapter; and (vi) the comptroller shall deduct
30 a like amount which the comptroller shall pay into the treasury to the
31 credit of the general fund from amounts subsequently payable to the
32 department of social services, the state university of New York, the
33 city university of New York, or the higher education services corpo-
34 ration, or the revenue arrearage account or special offset fiduciary
35 account pursuant to section ninety-one-a or ninety-one-c of the state
36 finance law, as the case may be, whichever had been credited the amount
37 originally withheld from such overpayment, and (vii) with respect to
38 amounts originally withheld from such overpayment pursuant to section
39 one hundred seventy-one-l of this article and paid to the city of New
40 York, the comptroller shall collect a like amount from the city of New
41 York.

42 § 6. Subdivision 1 of section 171-a of the tax law, as amended by
43 section 4 of part XX of chapter 59 of the laws of 2019, is amended to
44 read as follows:

45 1. All taxes, interest, penalties and fees collected or received by
46 the commissioner or the commissioner's duly authorized agent under arti-
47 cles nine (except section one hundred eighty-two-a thereof and except as
48 otherwise provided in section two hundred five thereof), nine-A,
49 twelve-A (except as otherwise provided in section two hundred eighty-
50 four-d thereof), thirteen, thirteen-A (except as otherwise provided in
51 section three hundred twelve thereof), eighteen, nineteen, twenty
52 (except as otherwise provided in section four hundred eighty-two there-
53 of), twenty-D, twenty-one, twenty-two, twenty-four, twenty-six, twenty-
54 eight (except as otherwise provided in section eleven hundred two or
55 eleven hundred three thereof), twenty-eight-A, twenty-nine-B, twenty-
56 nine-D (except as otherwise provided in sections twelve hundred ninety-

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

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

22 § 7. Paragraph a of subdivision 1, paragraph a of subdivision 2, and
23 subdivision 3 of section 600 of the vehicle and traffic law, paragraph a
24 of subdivision 1 and paragraph a of subdivision 2 as amended and subdi-
25 vision 3 as added by section 4 of part AAA of chapter 59 of the laws of
26 2017, are amended to read as follows:

27 a. Any person operating a motor vehicle who, knowing or having cause
28 to know that damage has been caused to the real property or to the
29 personal property, not including animals, of another, due to an incident
30 involving the motor vehicle operated by such person shall, before leav-
31 ing the place where the damage occurred, stop, exhibit his or her
32 license and insurance identification card for such vehicle, when such
33 card is required pursuant to articles six and eight of this chapter, and
34 give his or her name, residence, including street and number, insurance
35 carrier and insurance identification information including but not
36 limited to the number and effective dates of said individual's insurance
37 policy, and license number to the party sustaining the damage, or in
38 case the person sustaining the damage is not present at the place where
39 the damage occurred then he or she shall report the same as soon as
40 physically able to the nearest police station, or judicial officer. In
41 addition to the foregoing, any such person shall also: (i) (A) produce
42 the proof of insurance coverage required pursuant to article
43 forty-four-B of this chapter if such person is a TNC driver operating a
44 TNC vehicle while the incident occurred who was [~~(A)~~] (1) logged on to
45 the TNC's digital network but not engaged in a TNC prearranged trip or
46 [~~(B)~~] (2) was engaged in a TNC prearranged trip; and [~~(ii)~~] (B)
47 disclose whether he or she, at the time such incident occurred, was
48 [~~(A)~~] (1) logged on to the TNC's digital network but not engaged in a
49 TNC prearranged trip or [~~(B)~~] (2) was engaged in a TNC prearranged trip,
50 or (ii) (A) produce the proof of insurance coverage required pursuant to
51 article forty of the general business law if such person is a shared
52 vehicle owner or shared vehicle driver operating a shared vehicle during
53 a peer-to-peer car sharing period while the incident occurred; and (B)
54 disclose whether he or she, at the time such incident occurred, was
55 operating a shared vehicle during a peer-to-peer car sharing period.

1 a. Any person operating a motor vehicle who, knowing or having cause
2 to know that personal injury has been caused to another person, due to
3 an incident involving the motor vehicle operated by such person shall,
4 before leaving the place where the said personal injury occurred, stop,
5 exhibit his or her license and insurance identification card for such
6 vehicle, when such card is required pursuant to articles six and eight
7 of this chapter, and give his or her name, residence, including street
8 and street number, insurance carrier and insurance identification infor-
9 mation including but not limited to the number and effective dates of
10 said individual's insurance policy and license number, to the injured
11 party, if practical, and also to a police officer, or in the event that
12 no police officer is in the vicinity of the place of said injury, then,
13 he or she shall report said incident as soon as physically able to the
14 nearest police station or judicial officer. In addition to the forego-
15 ing, any such person shall also: (i) (A) produce the proof of insurance
16 coverage required pursuant to article forty-four-B of this chapter if
17 such person is a TNC driver operating a TNC vehicle at the time of the
18 incident who was [~~(A)~~] (1) logged on to the TNC's digital network but
19 not engaged in a TNC prearranged trip or [~~(B)~~] (2) was engaged in a TNC
20 prearranged trip; and [~~(ii)~~] (B) disclose whether he or she, at the time
21 such incident occurred, was [~~(A)~~] (1) logged on to the TNC's digital
22 network but not engaged in a TNC prearranged trip or [~~(B)~~] (2) was
23 engaged in a TNC prearranged trip, or (ii) (A) produce the proof of
24 insurance coverage required pursuant to article forty of the general
25 business law if such person is a shared vehicle owner or shared vehicle
26 driver operating a shared vehicle during a peer-to-peer car sharing
27 period while the incident occurred; and (B) disclose whether he or she,
28 at the time such incident occurred, was operating a shared vehicle
29 during a peer-to-peer car sharing period.

30 3. For the purposes of this article, the terms "TNC", "TNC driver",
31 "TNC vehicle", "TNC prearranged trip" and "digital network" shall have
32 the same meanings as such terms are defined in article forty-four-B of
33 this chapter and the terms "shared vehicle owner", "shared vehicle driv-
34 er", "shared vehicle" and "peer-to-peer car sharing period" shall have
35 the same meanings as such terms are defined in article forty of the
36 general business law.

37 § 8. Section 601 of the vehicle and traffic law, as amended by section
38 5 of part AAA of chapter 59 of the laws of 2017, is amended to read as
39 follows:

40 § 601. Leaving scene of injury to certain animals without reporting.
41 Any person operating a motor vehicle which shall strike and injure any
42 horse, dog, cat or animal classified as cattle shall stop and endeavor
43 to locate the owner or custodian of such animal or a police, peace or
44 judicial officer of the vicinity, and take any other reasonable and
45 appropriate action so that the animal may have necessary attention, and
46 shall also promptly report the matter to such owner, custodian or offi-
47 cer (or if no one of such has been located, then to a police officer of
48 some other nearby community), exhibiting his or her license and insur-
49 ance identification card for such vehicle, when such card is required
50 pursuant to articles six and eight of this chapter, giving his or her
51 name and residence, including street and street number, insurance carri-
52 er and insurance identification information and license number. In addi-
53 tion to the foregoing, any such person shall also: (i) (A) produce the
54 proof of insurance coverage required pursuant to article forty-four-B of
55 this chapter if such person is a TNC driver operating a TNC vehicle at
56 the time of the incident who was [~~(A)~~] (1) logged on to the TNC's

1 digital network but not engaged in a TNC prearranged trip or [~~(B)~~] (2)
2 was engaged in a TNC prearranged trip; and [~~(ii)~~] (B) disclose whether
3 he or she, at the time such incident occurred, was [~~(A)~~] (1) logged on
4 to the TNC's digital network but not engaged in a TNC prearranged trip
5 or [~~(B)~~] (2) was engaged in a TNC prearranged trip, or (ii) (A) produce
6 the proof of insurance coverage required pursuant to article forty of
7 the general business law if such person is a shared vehicle owner or
8 shared vehicle driver operating a shared vehicle during a peer-to-peer
9 car sharing period while the incident occurred; and (B) disclose whether
10 he or she, at the time such incident occurred, was operating a shared
11 vehicle during a peer-to-peer car sharing period. Violation of this
12 section shall be punishable by a fine of not more than one hundred
13 dollars for a first offense and by a fine of not less than fifty nor
14 more than one hundred fifty dollars for a second offense and each subse-
15 quent offense; provided, however where the animal that has been struck
16 and injured is a guide dog, hearing dog or service dog, as such terms
17 are defined in section forty-seven-b of the civil rights law which is
18 actually engaged in aiding or guiding a person with a disability, a
19 violation of this section shall be punishable by a fine of not less than
20 fifty nor more than one hundred fifty dollars for a first offense and by
21 a fine of not less than one hundred fifty dollars nor more than three
22 hundred dollars for a second offense and each subsequent offense.

23 § 9. Severability clause. If any provision of this act or the applica-
24 tion thereof is held invalid, such invalidity shall not affect other
25 provisions or applications of this act which can be given effect without
26 the invalid provision or application, and to this end the provisions of
27 this act are declared to be severable.

28 § 10. This act shall take effect on the ninetieth day after it shall
29 have become a law; provided that amendments to subdivision 1 of section
30 171-a of the tax law made by section five of this act shall not affect
31 the expiration of such subdivision and shall expire therewith, when upon
32 such date the provisions of section six of this act shall take effect.