

STATE OF NEW YORK

2349--A

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 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

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

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

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

3 § 2. The insurance law is amended by adding four new sections 3458,
4 3459, 3460 and 3461 to read as follows:

5 § 3458. 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-nine, three thousand four hundred sixty and three thousand
8 four hundred sixty-one of this article, the following definitions shall
9 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.

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

LBD03055-08-1

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

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

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

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

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

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

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

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

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

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

42 (d) A group policy as provided for in subsections (b) and (c) of this
43 section shall only be issued in accordance with the provisions of this
44 section and section three thousand four hundred sixty-one of this arti-
45 cle.

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

1 (f) An insurer which issues a group insurance policy described in this
2 section shall issue such policy identifying the peer-to-peer car sharing
3 program as the named insured, and any such policy shall include a
4 provision that provides primary coverage, without prior notice to the
5 insurer, for all shared vehicles during the peer-to-peer car sharing
6 period. Except when the peer-to-peer car sharing program has contractu-
7 ally agreed to assume the risk of loss due to physical damage to the
8 shared vehicle, such policy shall also include a provision that claims
9 shall be adjusted pursuant to section three thousand four hundred twelve
10 of this article, and, except when the peer-to-peer car sharing program
11 has contractually agreed to assume the risk of loss due to physical
12 damage to the shared vehicle, it shall further include physical damage
13 coverage for damage or loss to the shared vehicle that shall have been
14 incurred during the peer-to-peer car sharing period at a level no less
15 than that of the amount of third party physical damage coverage.

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

18 (h) Coverage under a group policy, as provided for in this section,
19 shall not be dependent on a personal motor vehicle liability insurer
20 first denying a claim, nor shall a personal motor vehicle insurance
21 policy be required to first deny a claim before the group policy shall
22 afford coverage pursuant to this section.

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

26 § 3459. Car share exclusions for personal motor vehicle liability
27 insurance policies. (a) The definitions set forth in section three thou-
28 sand four hundred fifty-seven of this article shall apply to this
29 section.

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

35 (1) liability coverage for bodily injury and property damage;
36 (2) coverage provided pursuant to article fifty-one of this chapter;
37 (3) uninsured motorist coverage;
38 (4) supplementary uninsured/underinsured motorist coverage; and
39 (5) motor vehicle physical damage coverage as described in paragraph
40 nineteen of subsection (a) of section one thousand one hundred thirteen
41 of this chapter.

42 (c) The shared vehicle owner's personal motor vehicle insurer shall
43 notify the shared vehicle owner that there is no duty to defend or
44 indemnify any person or organization for the liability for any loss that
45 shall occur during the peer-to-peer car sharing period.

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

51 § 3460. Prohibition against cancellation of policy when motor vehicle
52 is used or operated through a peer-to-peer car sharing program. (a) An
53 insurer shall not cancel an existing motor vehicle insurance policy
54 solely on the basis that the motor vehicle covered by the insurance
55 policy has been made available pursuant to a peer-to-peer car sharing

1 program unless otherwise authorized under section three thousand four
2 hundred twenty-five of this article.

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

5 § 3461. Notice of claim. (a) For purposes of article fifty-one of this
6 chapter, 11 NYCRR Part 65 and general liability claims, notice of claim
7 to the shared vehicle owner, shared vehicle driver, peer-to-peer car
8 sharing program or any insurer of the shared vehicle owner, shared vehi-
9 cle driver, or peer-to-peer car sharing program shall be deemed notice
10 to all appropriate parties and insurers.

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

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

17 ARTICLE 40

18 PEER-TO-PEER CAR SHARING PROGRAMS

19 Section 900. Definitions.

20 901. Licensing.

21 902. Requirements for doing business.

22 903. Program liability.

23 904. Lien implications; notification.

24 905. Insurable interest.

25 906. Disclosures.

26 907. Driver's license verification; data retention.

27 908. Data privacy protections.

28 909. Responsibility for equipment.

29 910. Safety recalls.

30 911. Discrimination based on age prohibited.

31 912. Discrimination on the basis of credit card ownership
32 prohibited.

33 913. Discrimination in peer-to-peer car sharing prohibited.

34 914. Optional vehicle protection; requirements.

35 915. Geographical discrimination prohibited.

36 916. Global positioning systems.

37 917. Notice.

38 918. Electronic notice authorized.

39 919. Airport transactions.

40 920. Enforcement.

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

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

46 2. "Peer-to-peer car sharing program" or "program" shall mean the
47 corporation, partnership, firm, institution, sole proprietorship or
48 other entity or person that is responsible for operating, facilitating
49 or administering the means, digital or otherwise, by which a business
50 platform facilitates peer-to-peer car sharing for financial consider-
51 ation. Such programs shall not include non-profit or charitable organ-
52 izations that facilitate peer-to-peer car sharing in exchange for
53 payment of a fee or for financial consideration.

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

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

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

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

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

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

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

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

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

31 10. "Peer-to-peer car sharing termination time" shall mean the earli-
32 est of the following events:

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

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

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

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

44 12. "Motor vehicle" shall:

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

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

48 13. "Optional vehicle protection" shall:

49 (a) mean a peer-to-peer car sharing program's agreement to contractu-
50 ally assume liability or risk of loss due to physical damage for all or
51 part of any damage or loss to the shared vehicle, any loss of use of the
52 shared vehicle, or any storage, impound, towing or administrative charg-
53 es for which a shared vehicle driver, or shared vehicle owner may be
54 liable.

55 (b) encompass within its meaning other similar terms that may be used
56 in the vehicle renting or sharing industry such as, but not limited to,

1 "collision damage waiver", "CDW", "damage waiver", "loss damage waiver",
2 "LDW", and "physical damage waiver".

3 § 901. Licensing. A peer-to-peer car sharing program may not operate
4 within the state without first having obtained a license issued by the
5 department of financial services in a form and manner and with applica-
6 ble fees as provided for by regulations promulgated by the superinten-
7 dent of financial services. As a condition of obtaining a license, a
8 peer-to-peer car sharing program shall be required to submit to the
9 department of financial services proof of a group policy issued pursuant
10 to section three thousand four hundred fifty-eight of the insurance law.

11 § 902. Requirements for doing business. 1. No shared vehicle shall be
12 classified as a commercial vehicle, for-hire vehicle, transportation
13 network company or TNC vehicle as defined in article forty-four-B of the
14 vehicle and traffic law, taxi-cab, rental vehicle as defined in section
15 one hundred thirty-seven-a of the vehicle and traffic law, or livery
16 vehicle solely because the shared vehicle owner allows such vehicle to
17 be used for peer-to-peer car sharing, or as such for the duration of the
18 car sharing period, provided that: (a) the peer-to-peer car sharing is
19 compliant with a peer-to-peer car sharing program as provided in this
20 article; (b) if the car sharing program does not prohibit shared vehicle
21 drivers from using shared vehicles for commercial uses, the insurance
22 maintained by the car sharing program does not exclude coverage for such
23 commercial uses; and (c) the car sharing program does not knowingly
24 place the shared vehicle into use as a commercial vehicle or as a vehi-
25 cle for-hire or as a transportation network company vehicle by a shared
26 vehicle driver while engaged in peer-to-peer car sharing, unless the
27 shared vehicle driver or owner, as applicable, is in compliance with
28 other laws applied to the commercial use or to use as a vehicle for-hire
29 or as a transportation network company vehicle.

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

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

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

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

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

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3 (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.

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13 3. The insurance requirements provided in subdivision two of this section may be satisfied by insurance provided through a group policy maintained by the peer-to-peer car sharing program on the shared vehicle, shared vehicle owner, and shared vehicle driver pursuant to this article. Provided that the peer-to-peer car sharing program's group liability insurance policy shall be primary during each car sharing period, pursuant to section nine hundred three of this chapter, nothing shall be deemed to preclude an insurer from providing excess or umbrella coverage for the shared vehicle owner or shared vehicle driver if such shared vehicle owner or shared vehicle driver chooses to do so by contract or endorsement.

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

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27 (a) provide shared vehicle owners with proof of insurance coverage satisfying subdivision two of this section and such shared vehicle owner or shared vehicle driver shall carry such proof of coverage with him or her at all times during his or her operation of a shared vehicle during a peer-to-peer car sharing period. Such proof of coverage shall be in such form as the commissioner of motor vehicles shall prescribe, which may be in the form of an insurance identification card as defined in section three hundred eleven of the vehicle and traffic law. Any insurance identification card issued pursuant to the provisions of this article shall be in addition to the insurance identification card required pursuant to article six of the vehicle and traffic law, and nothing contained in this article shall be deemed to supersede the provisions of article six of the vehicle and traffic law. Whenever the production of an insurance identification card is required by law, a shared vehicle owner or shared vehicle driver shall: (i) produce the insurance identification card pursuant to article six of the vehicle and traffic law; and (ii) if such shared vehicle owner or shared vehicle driver was operating such vehicle during a peer-to-peer car sharing period, such shared vehicle owner or shared vehicle driver shall also produce the insurance identification card required pursuant to this article. A shared vehicle owner or shared vehicle driver who, while operating a shared vehicle during a peer-to-peer car sharing period, has in effect the insurance required pursuant to this article, shall not be deemed to be in violation of insurance requirements under article six of the vehicle and traffic law during such time as he or she was operating such vehicle during such period.

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

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55 (i) an insurance identification card as defined in subdivision ten of section three hundred eleven of the vehicle and traffic law, or other

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1 documentation, whether printed or electronic, which the shared vehicle
2 driver shall carry and have available in the vehicle at all times during
3 the peer-to-peer car sharing period and clearly demonstrates that the
4 security insurance referred to in subdivision two of this section is in
5 full force and effect; and

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

12 (c) collect, maintain, and make available to the shared vehicle owner,
13 the shared vehicle owner's primary motor vehicle liability insurer in
14 connection with a claimed loss, the shared vehicle driver's primary
15 motor vehicle liability insurer in connection with a claimed loss, any
16 excess or umbrella insurers in connection with a claimed loss, third
17 parties directly involved in motor vehicle incidents with a shared vehi-
18 cle in connection with a claimed loss, and any government agency as
19 required by law, within ten business days of a request, or as reasonably
20 practicable thereafter the following information pertaining to incidents
21 which occurred during the peer-to-peer car sharing period:

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

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

30 (iii) For purposes of article fifty-one of the insurance law, 11 NYCRR
31 Part 65 and general liability claims, notice to the shared vehicle
32 owner, shared vehicle driver, peer-to-peer car sharing program or any
33 insurer of the shared vehicle owner, shared vehicle driver, or peer-to-
34 peer car sharing program of any claim shall be deemed notice to all
35 appropriate parties and insurers. Any shared vehicle owner, shared vehi-
36 cle driver, peer-to-peer car sharing program or any insurer of the
37 shared vehicle owner, shared vehicle driver, or peer-to-peer car sharing
38 program receiving such notice shall provide such notice to all appropri-
39 ate parties.

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

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

49 (ii) any insurance or physical damage protection offered pursuant to
50 paragraph (b) of subdivision two of this section or subsection (e) of
51 section three thousand four hundred fifty-eight of the insurance law,
52 shall not be valid or collectible for damages or losses that occur
53 outside of the peer-to-peer car sharing period.

54 (e) ensure that the shared vehicle owner acknowledges upon or before
55 enrollment in a peer-to-peer car sharing program, and is notified in
56 plain conspicuous language before each car sharing period, that state

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

9 5. At the time a vehicle is enrolled in the peer-to-peer car sharing
10 program, the peer-to-peer car sharing platform shall file with the
11 commissioner of motor vehicles, in such form and manner as such commis-
12 sioner may require, a statement identifying the shared vehicle and proof
13 of a group policy applicable to such shared vehicle pursuant to section
14 three thousand four hundred seven of the insurance law. The commissioner
15 of motor vehicles shall identify the vehicle as enrolled in the peer-to-
16 peer car sharing program and provide proof of a group policy applicable
17 to such shared vehicle pursuant to the insurance law in such vehicle or
18 registration record in a manner accessible to the public. Failure of a
19 peer-to-peer car sharing platform to comply with the provisions of this
20 article may result in penalties which may include suspension or revoca-
21 tion of license as provided by law.

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

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

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

33 (d) Compliance with the excess and surplus line statutes and regu-
34 lations of this state shall be performed with respect to the group as a
35 whole and not with respect to individual group members.

36 (e) A group policy provided for in this section shall not include a
37 mandatory arbitration clause in a policy issued pursuant to this
38 section. Nothing in this section supersedes the mandatory arbitration
39 requirements contained in section five thousand one hundred five of the
40 insurance law.

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

52 § 903. Program liability. 1. Notwithstanding any other provision of
53 law, or any provision in a shared vehicle owner's policy of motor vehi-
54 cle liability insurance, in the event of a loss or injury that shall
55 occur during the peer-to-peer car sharing period, the peer-to-peer car
56 sharing program insurers providing coverages under section nine hundred

1 two of this article shall provide financial responsibility for any bodily
2 injury, death, or damage to property in amounts not to exceed those
3 stated in the peer-to-peer car sharing program agreement and not less
4 than those amounts required in section nine hundred two of this article,
5 and the peer-to-peer car sharing program shall retain such liability
6 irrespective of a lapse in the group policy or any other insurance poli-
7 cy or financial security maintained by the program.

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

24 3. In the event that the shared vehicle owner or the shared vehicle
25 owner's personal motor vehicle insurer is named as a defendant in a
26 civil action for a loss or injury that occurs during any time within the
27 peer-to-peer car sharing period, or otherwise under the direct and imme-
28 diated control of a peer-to-peer car sharing program, the peer-to-peer
29 car sharing program shall have the duty to defend and indemnify the
30 shared vehicle owner and the shared vehicle owner's insurer subject to
31 the provisions of this section, section nine hundred two of this article
32 and section three thousand four hundred fifty-eight of the insurance
33 law.

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

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

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

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

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

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

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

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

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

13 9. A peer-to-peer car sharing program shall be deemed to have received
14 notice of injuries to persons or property covered under the insurance
15 and financial security requirements of this article at the earlier of
16 notice received by the peer-to-peer car sharing program or notice
17 received by the shared vehicle owner. A shared vehicle owner shall
18 promptly give actual notice to the peer-to-peer car sharing program and
19 its insurers, including notice in the form and manner as required in the
20 peer-to-peer car sharing agreement, of any losses potentially covered by
21 insurance maintained by the peer-to-peer car sharing program. A peer-
22 to-peer car sharing program or its insurers shall be deemed to have
23 received actual notice when a shared vehicle owner notifies the peer-to-
24 peer car sharing program or its insurers when the shared vehicle owner
25 provided notice in the form and manner required in the peer-to-peer car
26 sharing agreement.

27 10. For purposes of article fifty-one of the insurance law, 11 NYCRR
28 Part 65 and general liability claims, notice to the shared vehicle
29 owner, shared vehicle driver, peer-to-peer car sharing program or any
30 insurer of the shared vehicle owner, shared vehicle driver, or peer-to-
31 peer car sharing program of any claim shall be deemed notice to all
32 appropriate parties and insurers. Any shared vehicle owner, shared vehi-
33 cle driver, peer-to-peer car sharing program or any insurer of the
34 shared vehicle owner, shared vehicle driver, or peer-to-peer car sharing
35 program receiving such notice shall provide such notice to all appropri-
36 ate parties.

37 § 904. Lien implications; notification. When a vehicle owner first
38 registers as a shared vehicle owner on a peer-to-peer car sharing
39 program and prior to such time as when the shared vehicle owner makes a
40 shared vehicle available for peer-to-peer car sharing on the peer-to-
41 peer car sharing program, the peer-to-peer car sharing program shall
42 notify in plain conspicuous language the shared vehicle owner that, if
43 the shared vehicle shall have a lien against it, the use of the shared
44 vehicle through a peer-to-peer car sharing program, including use with-
45 out physical damage coverage, may violate the terms of the contract with
46 the lienholder.

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

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

1 § 906. Disclosures. 1. Each peer-to-peer car sharing program agreement
2 made in the state shall disclose and separately state or itemize to the
3 shared vehicle owner and the shared vehicle driver:

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

7 (b) an emergency telephone number to contact personnel capable of
8 providing roadside assistance and handling other customer service
9 inquiries.

10 2. No peer-to-peer car sharing program shall accept a reservation
11 unless the shared vehicle driver has received a final quoted rate that
12 includes all charges which the shared vehicle driver shall pay to obtain
13 access to the vehicle, provided, however, that a peer-to-peer car shar-
14 ing program may separately state itemized optional items and/or services
15 or any mileage below the final quoted rate in the same font and on the
16 same page or webpage on which the rate quote is provided.

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

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

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

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

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

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

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

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

36 § 908. Data privacy protections. Notwithstanding any other provision
37 of the law to the contrary, all trip data, personal information, images,
38 videos, and other recorded images collected by any peer-to-peer car
39 sharing program which is authorized to operate pursuant to this article
40 shall be for the exclusive use of such peer-to-peer car sharing program
41 and shall not be sold, distributed, or otherwise made accessible except:

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

45 2. to respond to, process, facilitate, adjust, or defend an insurance
46 claim; or

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

52 Provided, however, that nothing contained in this paragraph shall be
53 deemed to preclude the exchange of anonymized trip data, information, or
54 recorded images solely for the purpose of administering such authorized
55 shared program, and provided further that aggregated anonymized trip
56 data may be shared with the state or any of its political subdivisions

1 for non-commercial transportation research or traffic management
2 purposes. Any such exchanges or sharing shall exclude personal informa-
3 tion, images, videos, and other recorded images collected by any peer-
4 to-peer car sharing program. For the purposes of this section, "personal
5 information" shall mean information that identifies an individual,
6 including but not limited to name, address, telephone number, and the
7 type and form of payment including credit card number, debit card
8 number, or other payment method.

9 § 909. Responsibility for equipment. A peer-to-peer car sharing
10 program shall have sole responsibility for any equipment, such as a
11 global positioning system, or GPS, or other special equipment which is
12 put in or on such vehicle to monitor or facilitate the peer-to-peer car
13 sharing transaction, and shall agree to indemnify and hold harmless the
14 shared vehicle owner for any damage to or theft of such equipment during
15 the peer-to-peer car sharing period not caused by such shared vehicle
16 owner. There shall be a rebuttable presumption that damage claimed
17 during the peer-to-peer car sharing period was not caused by the shared
18 vehicle owner. The peer-to-peer car sharing program shall have the
19 right to seek indemnity from the shared vehicle driver for any loss or
20 damage to such equipment that shall occur during the peer-to-peer car
21 sharing period.

22 § 910. Safety recalls. 1. At the time when a shared vehicle owner
23 registers a shared vehicle on a peer-to-peer car sharing program, and
24 prior to the time when the shared vehicle owner makes a shared vehicle
25 available for car sharing on the peer-to-peer car sharing program, and
26 no less than annually thereafter, the peer-to-peer car sharing program
27 shall:

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

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

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

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

48 (c) If a shared vehicle owner has received notice of a safety recall
49 on a shared vehicle while such shared vehicle is in the possession of a
50 shared vehicle driver, the shared vehicle owner shall notify the peer-
51 to-peer car sharing program about the safety recall as soon as practica-
52 ble, and in no case longer than forty-eight hours after receipt of such
53 notice, so that the shared vehicle driver can be notified and the shared
54 vehicle can be removed from the peer-to-peer car sharing program until
55 the necessary safety recall repair has been made.

1 (d) A shared vehicle owner shall not enroll a vehicle in a peer-to-
2 peer car sharing program unless such vehicle has been issued a valid
3 safety inspection in compliance with article five of the vehicle and
4 traffic law. A peer-to-peer car sharing program shall not permit a vehi-
5 cle to be shared unless the shared vehicle owner has furnished proof to
6 the program of such safety inspection in compliance with article five of
7 the vehicle and traffic law within the preceding twelve months.

8 § 911. Discrimination based on age prohibited. 1. It shall be unlawful
9 for any corporation, partnership, firm, institution, sole proprietorship
10 or other entity or person engaged in the business of peer-to-peer car
11 sharing to refuse to make a shared vehicle available to any person twen-
12 ty-one years of age or older solely on the basis of age, provided that
13 insurance coverage for persons of such age is available. Any actual cost
14 for insurance related to the age of the shared driver may be passed on
15 to such person.

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

18 § 912. Discrimination on the basis of credit card ownership prohibit-
19 ed. 1. It shall be unlawful for any person, firm, partnership, institu-
20 tion, sole proprietorship, corporation or other entity engaged in the
21 business of peer-to-peer car sharing to refuse to make a shared vehicle
22 available to any person solely on the requirement of ownership of a
23 credit card.

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

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

32 § 913. Discrimination in peer-to-peer car sharing prohibited. 1. No
33 corporation, partnership, firm, institution, sole proprietorship or
34 other entity or person engaged in the business of peer-to-peer car shar-
35 ing shall refuse to make a shared vehicle available to any person other-
36 wise qualified because of race, color, ethnic origin, religion, disabili-
37 ty, or sex.

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

43 3. (a) If a peer-to-peer car sharing program shall engage in a
44 persistent or repeated business activity or conduct which discriminates
45 against any individual based on such individual's race, color, ethnic
46 origin, religion, disability, residence or geographic location, income,
47 sexual orientation, genetic predisposition or sex or membership in an
48 otherwise protected class pursuant to state or federal law, the attorney
49 general may apply, in the name of the people of the state of New York,
50 to the supreme court of the state of New York, on five days' notice, for
51 an order enjoining the continuance of such business activity and direct-
52 ing restitution and damages. In any such proceeding, the attorney gener-
53 al may seek a civil penalty not to exceed five thousand dollars per
54 violation and may recover costs pursuant to paragraph six of subdivision
55 (a) of section eighty-three hundred three of the civil practice law and
56 rules.

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

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

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

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

15 (f) (i) A peer-to-peer car sharing program shall implement a zero-to-
16 lerance policy regarding a shared vehicle driver's or shared vehicle
17 owner's activities while accessing the peer-to-peer car sharing
18 program's digital network.

19 (ii) A peer-to-peer car sharing program shall adopt a policy of non-
20 discrimination on the basis of residence or geographic location, race,
21 color, national origin, religious belief, practice or affiliation, sex,
22 disability, age, sexual orientation, or genetic predisposition with
23 respect to shared vehicle owners and shared vehicle drivers, and notify
24 peer-to-peer car sharing program shared vehicle owners and shared vehi-
25 cle drivers or such policy.

26 (iii) Peer-to-peer car sharing program shared vehicle owners and
27 shared vehicle drivers shall comply with all applicable laws regarding
28 non-discrimination against shared vehicle drivers or potential shared
29 vehicle drivers on the basis of destination, race, color, national
30 origin, religious belief, practice or affiliation, sex, disability, age,
31 sexual orientation, or genetic predisposition with respect to shared
32 vehicle owners and shared vehicle drivers and notify shared vehicle
33 drivers and shared vehicle owners of such policy.

34 (iv) Peer-to-peer car sharing programs shall inform shared vehicle
35 owners of their obligation to comply with all applicable laws relating
36 to accommodation of service animals.

37 (v) A peer-to-peer car sharing program shall implement and maintain a
38 policy and an oversight process of providing accessibility to shared
39 vehicle drivers with a disability and accommodation of service animals
40 as such term is defined in section one hundred twenty-three-b of the
41 agriculture and markets law. A peer-to-peer car sharing program shall
42 not impose additional charges for providing services to persons with
43 physical disabilities because of those disabilities.

44 (vi) The New York state division of human rights shall be authorized
45 to accept, review and investigate any potential or actual violations
46 with respect to compliance with nondiscrimination laws and accessibility
47 laws in a form and manner consistent with authority under article
48 fifteen of the executive law and shall notify the department of finan-
49 cial services, upon a finding of a violation by a peer-to-peer car shar-
50 ing program, for purposes of suspending a peer-to-peer car sharing
51 program's ability to operate in the state.

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

55 (A) the fee charged by a peer-to-peer car sharing program shall repre-
56 sent the program's good-faith estimate of a daily charge, as calculated

1 by the program, to recover the actual, total annual expenses, incurred
2 by the program, together with a commercially reasonable allowance for
3 the contractual risks assumed by the program, for the program's agree-
4 ment with shared vehicle drivers to contractually assume liability for
5 all or part of any damage or loss to the shared vehicle during the care
6 sharing period;

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

10 (1) retain the excess amount; and

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

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

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

20 (c) A peer-to-peer car sharing program shall not void optional vehicle
21 protection contractually assumed from the shared vehicle owner except
22 for one or more of the following reasons:

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

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

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

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

33 (v) the damage or loss arises out of the use of the shared vehicle to
34 carry persons or property for hire, as a transportation network company
35 or TNC vehicle as defined in article forty-four-B of the vehicle and
36 traffic law, to push or tow anything, while engaged in a speed contest,
37 operating off-road, or for driver's training;

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

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

49 (viii) the shared vehicle driver or his or her spouse, child over the
50 age of eighteen or a parent or parent-in-law of the shared vehicle driv-
51 er have failed to comply with the requirements for reporting damage or
52 loss as set forth in subdivision five of this section;

53 (ix) the shared vehicle owner knowingly provided erroneous or inaccur-
54 ate information to the peer-to-peer car sharing program in connection
55 with any reservation for which the shared vehicle owner has agreed that

1 the peer-to-peer car sharing program will contractually assume the risk
2 of loss for physical damage to the shared vehicle;

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

6 (xi) where the shared vehicle owner fails to make the shared vehicle
7 available for inspection when a shared vehicle driver or the shared
8 vehicle driver's insurer requests to inspect the shared vehicle in
9 accordance with this article.

10 (d) A shared vehicle driver may void optional vehicle protection prior
11 to the beginning of the car sharing period within twenty-four hours of
12 purchase provided that the customer: (i) has entered into a peer-to-peer
13 car sharing agreement with a term of two or more days; (ii) appears in
14 person before the shared vehicle owner together with the vehicle that
15 shall be subject to inspection; and (iii) signs a cancellation form
16 provided by the peer-to-peer car sharing program.

17 (e) After twenty-four hours of purchase, a customer may prospectively
18 terminate optional vehicle protection prior to the beginning of the car
19 sharing period, provided the customer: (i) appears in person before the
20 shared vehicle owner together with the vehicle that shall be subject to
21 inspection; (ii) voids the optional vehicle protection in writing; and
22 (iii) pays the optional vehicle protection charge for any full or
23 partial day or portion of a day during which the optional vehicle
24 protection was in effect.

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

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

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

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

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

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

52 (d) When a radio advertisement or the audio presentation of a tele-
53 vision advertisement contains the statement of the cost of a shared
54 vehicle, the oral statement of such cost shall immediately be accompa-
55 nied by an oral statement of the cost of the optional vehicle protection
56 if offered as a separately itemized product.

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

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

15 "NOTICE: THE FOLLOWING IS A GENERAL SUMMARY OF SHARED DRIVERS' RIGHTS
16 AND OBLIGATIONS. FOR COMPLETE DETAILS, REFER TO THE PEER-TO-PEER CAR
17 SHARING AGREEMENT. OPTIONAL VEHICLE PROTECTION (OVP): This contract
18 offers, for an additional charge, OVP to cover your financial responsi-
19 bility for damage or loss to the shared vehicle. OVP is also commonly
20 referred to as a "collision damage waiver". The purchase of OVP is
21 optional and may be declined. Before deciding whether to purchase OVP,
22 you may wish to determine whether your credit card, or the vehicle
23 insurance maintained by yourself or someone in your household, affords
24 you any coverage for damage to the shared vehicle, and the amount of
25 deductible under any such coverage. OVP - WHEN VOID: OVP is void and
26 shall not apply to the following situations:

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

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

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

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

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

41 (c) by a person other than: (1) the shared vehicle driver; (2) the
42 shared vehicle driver's spouse, child over the age of eighteen or a
43 parent or parent-in-law of the shared vehicle driver, provided such
44 spouse, child, parent or parent-in-law is properly licensed to operate a
45 motor vehicle and resides in the same household as the shared vehicle
46 driver; or (3) a parking valet or parking garage attendant for compen-
47 sation and in the normal course of employment;

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

50 (e) where the shared vehicle driver, or his or her spouse, child over
51 the age of eighteen or a parent or parent-in-law of such shared vehicle
52 driver failed to comply with the requirements for reporting damage or
53 loss as set forth in law. OVP - DAMAGE REPORTING REQUIREMENTS: If the
54 shared vehicle sustains damage or loss, the shared vehicle driver is
55 required to complete and return an incident report notice to the peer-
56 to-peer car sharing program. OVP - RIGHT TO INSPECT VEHICLE DAMAGES:

1 The shared vehicle driver and his or her insurer have the right to
2 request an inspection of the shared vehicle damages within seventy-two
3 hours of the return of the vehicle. Failure of the shared vehicle driver
4 or his or her insurer to request such inspection within seventy-two
5 hours of return shall be deemed a waiver of such person or entity's
6 right to inspect the damaged vehicle. THEFT OF THE SHARED VEHICLE: If
7 the shared vehicle is stolen during the term of a peer-to-peer car shar-
8 ing agreement, a shared vehicle driver must report the theft of the
9 shared vehicle to the peer-to-peer car sharing program and a law
10 enforcement agency within twelve hours of learning of such theft."

11 (f) The following disclosure notice shall be made on the face of the
12 peer-to-peer car sharing agreement either by stamp, label or as part of
13 the written contract or on any other written document provided to the
14 shared vehicle driver upon execution of such contract, and shall be set
15 apart in boldface type and in no smaller print than twelve-point font:
16 "NOTICE: This agreement offers, for an additional charge, optional vehi-
17 cle protection to cover your financial responsibility for damage or loss
18 to the shared vehicle. The purchase of optional vehicle protection is
19 optional and may be declined. You are advised to carefully consider
20 whether to purchase this protection if you have coverage provided by
21 your credit card or automobile insurance policy that will cover the
22 shared vehicle. Before deciding whether to purchase optional vehicle
23 protection, you may wish to determine whether your credit card or your
24 vehicle insurance affords you coverage for damage to the shared vehicle
25 and the amount of deductible under such coverage."

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

35 4. (a) Upon identification of damage by the shared vehicle owner or
36 peer-to-peer car sharing program at the time of return of the shared
37 vehicle, termination of the peer-to-peer car sharing agreement, or with-
38 in ten days if an inspection for damage is precluded because the shared
39 vehicle is returned by automation, returned after-hours, or recovered by
40 the shared vehicle owner or peer-to-peer car sharing program, the peer-
41 to-peer car sharing program shall furnish an incident report form and a
42 notice, pursuant to this subdivision, of the obligation of the shared
43 vehicle driver to execute and return to the peer-to-peer car sharing
44 program a complete and accurate incident report describing any physical
45 and/or mechanical damage. If the shared vehicle is returned by auto-
46 mation, returned after-hours, or recovered by the shared vehicle owner
47 or peer-to-peer car sharing program, such incident report form and
48 notice shall be mailed by overnight delivery service or certified mail,
49 return receipt requested, and another copy of such notification shall be
50 sent by regular mail. The peer-to-peer car sharing program shall retain
51 a copy of such notice and the certified mail return receipt for a period
52 of six years.

53 (b) Within seventy-two hours of receipt of the incident report form
54 and notice, either the shared vehicle driver or his or her insurer shall
55 notify or send notice to the peer-to-peer car sharing program that
56 either he, she, or the insurer wishes to inspect the damaged vehicle. If

1 the shared vehicle driver or his or her insurer does not notify or send
2 a request for this inspection within the seventy-two-hour period, he,
3 she, or the insurer shall be deemed to have waived such right.

4 (c) If the shared vehicle driver shall decline or fail to complete and
5 return the incident report required pursuant to paragraph (a) of this
6 subdivision, the peer-to-peer car sharing program shall, no sooner than
7 ten days after the mailing of notification pursuant to such paragraph
8 (a), mail another copy of the incident report together with a letter
9 stating that the shared vehicle driver has declined or otherwise failed
10 to complete and return the incident report. Such mailing shall be by
11 overnight delivery service or certified mail, return receipt requested,
12 and another copy of such notification by regular mail, with proof of
13 mailing by production of a certificate of mailing from the post office.
14 When a request to inspect the vehicle shall have been timely made by the
15 shared vehicle driver or his or her insurer, the inspection shall be
16 completed within seven days of such request. If the peer-to-peer car
17 sharing program determines the damaged vehicle to be a total loss and
18 subject to salvage, such seventy-two hour period for notification or
19 waiver of the wish to inspect the damaged vehicle shall not apply, and
20 the shared vehicle driver or his or her insurer shall have ten business
21 days from the shared vehicle driver's receipt of notification from the
22 peer-to-peer car sharing program pursuant to paragraph (a) of this
23 subdivision to inspect the damaged vehicle, which shall be made avail-
24 able by the shared vehicle owner. Within the limits provided in this
25 paragraph, the peer-to-peer car sharing program shall identify the
26 repairer of, and provide access to, the damaged vehicle, in order to
27 verify the nature and extent of damages, repairs and repair costs,
28 and/or repair estimates.

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

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

35 (f) The notice required by this subdivision shall be in at least
36 twelve-point bold face type and shall contain the statement: "Failure to
37 completely and accurately fill out and return an incident report within
38 ten days of receipt of this notice may make the shared vehicle driver
39 liable for damages sustained to the shared vehicle. Except where the
40 damaged vehicle is determined to be a total loss and subject to salvage,
41 the shared vehicle driver or his or her insurer has seventy-two hours
42 from the return or recovery of the vehicle to notify the peer-to-peer
43 car sharing program that he or she wishes to inspect the damaged vehi-
44 cle. The inspection shall be completed within seven business days of the
45 request to inspect the shared vehicle. If the peer-to-peer car sharing
46 program does not receive notification from the shared vehicle driver or
47 his or her insurer requesting such inspection within the seventy-two-
48 hour period, the shared vehicle driver and his or her insurer will be
49 deemed to have waived this right. If the peer-to-peer car sharing
50 program determines the damaged vehicle to be a total loss and subject to
51 salvage, such seventy-two-hour period for notification or waiver of the
52 wish to inspect the damaged vehicle shall not apply, and such right to
53 inspect the damaged vehicle shall expire ten business days from the
54 shared vehicle driver's receipt of this notice from the peer-to-peer car
55 sharing company. Upon request of the shared vehicle driver or his or her
56 insurer, we will provide a copy of the professional estimate of the

1 costs of repairing the damaged motor vehicle." Information that is
2 provided in response to a request by a peer-to-peer car sharing program,
3 but that is not provided on an incident report form, shall satisfy any
4 reporting obligation of a shared vehicle driver if such response
5 substantially complies with the applicable requirements of this section.
6 If additional information is reasonably required by the peer-to-peer car
7 sharing program in order to adjust any claim of loss, same shall be
8 requested of the shared vehicle driver as soon as reasonably practica-
9 ble, who shall respond to same as soon as reasonably practicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44 (h) If insurance coverage exists under an applicable insurance policy
45 of the driver of a shared vehicle, such driver may require that the
46 peer-to-peer car sharing program submit any claims to such driver's
47 insurance carrier. Upon the request of a shared vehicle driver, the
48 peer-to-peer car sharing program shall submit any claims to such driv-
49 er's insurance carrier and shall not make any written or oral represen-
50 tations to the contrary, nor shall it make any written or oral represen-
51 tations that it shall not negotiate with such driver's insurance
52 carrier.

53 6. (a) No peer-to-peer car sharing program shall collect or charge any
54 security deposit by credit card, debit card or otherwise, for damages to
55 a shared vehicle or report the debt to any consumer reporting agency, as
56 defined in subdivision (e) of section three hundred eighty-a of this

1 chapter, during the term of the peer-to-peer car sharing program agree-
2 ment, pending resolution of any dispute, or prior to obtaining judgment
3 in a court of competent jurisdiction.

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

8 (c) No peer-to-peer car sharing program shall collect or charge any
9 payment from a shared vehicle driver for damage to a shared vehicle upon
10 return or recovery of such vehicle in a damaged condition, until after
11 the cost of the damage to such vehicle and liability therefor is agreed
12 to between such peer-to-peer car sharing program and a shared vehicle
13 driver or his or her insurer, or is determined pursuant to law or peer-
14 to-peer car sharing program agreement provisions consistent with law and
15 the rights and obligations set forth in this section, unless there is
16 proof corroborating that the damage did not exist prior to the reserva-
17 tion and the damage is appraised by an independent third-party
18 appraiser; provided, however, that a peer-to-peer car sharing program is
19 not precluded from presenting a claim to a shared vehicle driver and his
20 or her insurer pursuant to other provisions of this section.

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

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

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

54 § 915. Geographical discrimination prohibited. It shall be unlawful
55 for any peer-to-peer car sharing program to engage in any of the follow-
56 ing practices solely on the basis of the geographical location of the

1 residence of a New York state resident attempting to enter into a peer-
2 to-peer car sharing agreement:

3 1. refusing to allow participation in such peer-to-peer car sharing
4 program provided, however, that a car sharing program may designate
5 geographical boundaries where a car sharing start time or termination
6 time occurs;

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

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

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

20 § 917. Notice. In accordance with any applicable federal law or rule,
21 every peer-to-peer car sharing program shall display the following
22 notice prominently and in a clear and conspicuous location on its
23 website, with lettering that is legible: "NOTICE: New York State Law
24 prohibits the following practices by peer-to-peer car sharing programs
25 based upon race, color, ethnic origin, religion, disability, sex, mari-
26 tal status, residence or geographic location, income, sexual orien-
27 tation, genetic predisposition or age: (1) refusal to allow partic-
28 ipation in a peer-to-peer car sharing program; and (2) the imposition of
29 any additional charge (except in certain instances where the shared
30 vehicle driver is under the age of 25). In addition, it is unlawful for
31 any peer-to-peer car sharing program to refuse to allow participation in
32 the program to any person solely on the requirement of ownership of a
33 credit card."

34 § 918. Electronic notice authorized. 1. Notwithstanding any other
35 provision of this article, any notice or disclosure of general applica-
36 bility required to be provided, delivered, posted, or otherwise made
37 available by a peer-to-peer car sharing program pursuant to any
38 provision of this article shall also be deemed timely and effectively
39 made where such notice or disclosure is provided or delivered electron-
40 ically to the shared vehicle owner and/or driver at or before the time
41 required, provided that such shared vehicle owner and/or driver has
42 given his or her express consent to receive such notice or disclosure in
43 such a manner.

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

53 § 919. Airport transactions. If an airport operator, including but not
54 limited to the public authority responsible for regulating commerce at
55 such airport within the state, requests that a peer-to-peer car sharing
56 program enter into an airport concession agreement, such peer-to-peer

car sharing program shall enter into a written agreement, where the peer-to-peer car sharing program or shared vehicle owner uses the program to:

- 1. list vehicles parked on airport property or at airport facilities;
- 2. contract for transportation to or from airport property or airport facilities;
- 3. facilitate the use of a shared vehicle to transport airport passengers on or off airport property; or
- 4. promote or market a shared vehicle to transport airport passengers on or off airport property.

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

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

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

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

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

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

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

ARTICLE 29-D
ASSESSMENT FEES

Section 1299-J. Definitions.

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

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

1299-M. Imposition of regional transportation assessment fee.

1299-N. Presumption.

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

1299-P. Records to be kept.

1299-Q. Secrecy of returns and reports.

1299-R. Practice and procedure.

1299-S. Deposit and disposition of revenue.

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

1 "Gross charges paid by the shared vehicle driver" means all consider-
2 ation paid by a shared vehicle driver for use of a shared vehicle,
3 including optional charges and fees, except for separately stated charg-
4 es for taxes and government-imposed fees and airport facility fees,
5 whether imposed on the shared vehicle driver or passed through to the
6 shared vehicle driver.

7 § 1299-K. Imposition of state-wide peer-to-peer assessment fee. In
8 addition to any tax imposed under any other article of this chapter,
9 there is hereby imposed on every peer-to-peer car sharing program a fee
10 of two percent of the gross charges paid by the shared vehicle driver
11 when the car sharing period begins anywhere in the state and terminates
12 anywhere in the state. The tax imposed under this section shall increase
13 to three percent of gross charges paid by the shared vehicle driver on
14 the first of January, two thousand twenty-three.

15 § 1299-L. Imposition of metropolitan commuter transportation district
16 assessment fee. In addition to the fee imposed under section twelve
17 hundred ninety-nine-K of this article and in addition to any tax imposed
18 under any other article of this chapter, there is hereby imposed on
19 every peer-to-peer car sharing program a metropolitan commuter transpor-
20 tation district fee of two percent of the gross charges paid by the
21 shared vehicle driver when the car sharing period begins anywhere in the
22 state and terminates anywhere in the metropolitan commuter transporta-
23 tion district as established by section twelve hundred sixty-two of the
24 public authorities law. The tax imposed under this section shall
25 increase to three percent of gross charges paid by the shared vehicle
26 driver on the first of January, two thousand twenty-three.

27 § 1299-M. Imposition of regional transportation assessment fee. In
28 addition to the fee imposed under section twelve hundred ninety-nine-K
29 of this article and in addition to any tax imposed under any other arti-
30 cle of this chapter, there is hereby imposed on every peer-to-peer car
31 sharing program a regional transportation fee of two percent of the
32 gross charges paid by the shared vehicle driver when the car sharing
33 period begins anywhere in the state and terminates anywhere in the state
34 outside of metropolitan transportation district as established by
35 section twelve hundred sixty-two of the public authorities law. The tax
36 imposed under this section shall increase to three percent of gross
37 charges paid by the shared vehicle driver on the first of January, two
38 thousand twenty-three.

39 § 1299-N. Presumption. For the purpose of the proper administration of
40 this article and to prevent evasion of the peer-to-peer assessment fee
41 imposed by this article, it shall be presumed that every peer-to-peer
42 car sharing program that begins anywhere in the state is subject to the
43 fees under this article. This presumption shall prevail until the
44 contrary is proven by the person liable for the fee.

45 § 1299-O. Returns and payment of peer-to-peer assessment fee. (a)
46 Every person liable for the peer-to-peer assessment fee imposed by this
47 article shall file a return on a calendar-quarterly basis with the
48 commissioner. Each return shall show the number of trips, the total
49 gross charges for each trip and the amount of fees due thereon in the
50 quarter for which the return is filed, together with such other informa-
51 tion as the commissioner may require. The returns required by this
52 section shall be filed within thirty days after the end of the quarterly
53 period covered thereby. If the commissioner deems it necessary in order
54 to ensure the payment of the peer-to-peer assessment fee imposed by this
55 article, the commissioner may require returns to be made for shorter
56 periods than prescribed by the foregoing provisions of this section, and

1 upon such dates as the commissioner may specify. The form of returns
2 shall be prescribed by the commissioner and shall contain such informa-
3 tion as the commissioner may deem necessary for the proper adminis-
4 tration of this article. The commissioner may require amended returns to
5 be filed within thirty days after notice and to contain the information
6 specified in the notice. The commissioner may require that the returns
7 be filed electronically.

8 (b) Every person liable for the peer-to-peer assessment fee required
9 to file a return under this article shall, at the time of filing such
10 return, pay to the commissioner the total of all peer-to-peer assessment
11 fees on the correct number of trips subject to such fee under this arti-
12 cle. The amount so payable to the commissioner for the period for which
13 a return is required to be filed shall be due and payable to the commis-
14 sioner on the date specified for the filing of the return for such peri-
15 od, without regard to whether a return is filed or whether the return
16 that is filed correctly shows the correct number of trips, gross trip
17 charges or amount of fees due thereon. The commissioner may require
18 that the fee be paid electronically.

19 § 1299-P. Records to be kept. Every person liable for the peer-to-peer
20 assessment fees imposed by this article shall keep:

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

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

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

29 § 1299-Q. Secrecy of returns and reports. (a) Except in accordance
30 with proper judicial order or as otherwise provided by law, it shall be
31 unlawful for the commissioner, any officer or employee of the depart-
32 ment, any person engaged or retained by the department on an independent
33 contract basis, or any person who in any manner may acquire knowledge of
34 the contents of a return or report filed with the commissioner pursuant
35 to this article, to divulge or make known in any manner any particulars
36 set forth or disclosed in any such return or report. The officers
37 charged with the custody of such returns and reports shall not be
38 required to produce any of them or evidence of anything contained in
39 them in any action or proceeding in any court, except on behalf of the
40 commissioner in an action or proceeding under the provisions of this
41 chapter or in any other action or proceeding involving the collection of
42 a peer-to-peer assessment fee due under this article to which the state
43 or the commissioner is a party or a claimant, or on behalf of any party
44 to any action, proceeding or hearing under the provisions of this arti-
45 cle when the returns, reports or facts shown thereby are directly
46 involved in such action, proceeding or hearing, in any of which events
47 the court, or in the case of a hearing, the division of tax appeals may
48 require the production of, and may admit into evidence, so much of said
49 returns, reports or of the facts shown thereby, as are pertinent to the
50 action, proceeding or hearing and no more. The commissioner or the divi-
51 sion of tax appeals may, nevertheless, publish a copy or a summary of
52 any decision rendered after a hearing required by this article. Nothing
53 in this section shall be construed to prohibit the delivery to a person
54 who has filed a return or report or to such person's duly authorized
55 representative of a certified copy of any return or report filed in
56 connection with such person's assessment fee. Nor shall anything in this

1 section be construed to prohibit the publication of statistics so clas-
2 sified as to prevent the identification of particular returns or reports
3 and the items thereof, including without limitation the financial plan
4 published in accordance with article VII of the constitution, or the
5 inspection by the attorney general or other legal representatives of the
6 state of the return or report of any person required to pay the peer-to-
7 peer assessment fee who shall bring action to review the peer-to-peer
8 assessment fee based thereon, or against whom an action or proceeding
9 under this chapter has been recommended by the commissioner or the
10 attorney general or has been instituted, or the inspection of the
11 returns or reports required under this article by the comptroller or
12 duly designated officer or employee of the state department of audit and
13 control, for purposes of the audit of a refund of any peer-to-peer
14 assessment fee paid by a person required to pay the peer-to-peer assess-
15 ment fees under this article. Provided, further, nothing in this section
16 shall be construed to prohibit the disclosure, in such manner as the
17 commissioner deems appropriate, of the names and other appropriate iden-
18 tifying information of those persons required to pay peer-to-peer
19 assessment fees under this article.

20 (b) Notwithstanding the provisions of subdivision (a) of this section,
21 the commissioner, in his or her discretion, may require or permit any or
22 all persons liable for any peer-to-peer assessment fees imposed by this
23 article, to make payment to banks, banking houses or trust companies
24 designated by the commissioner and to file returns with such banks,
25 banking houses or trust companies as agents of the commissioner, in lieu
26 of paying any such peer-to-peer assessment fees directly to the commis-
27 sioner. However, the commissioner shall designate only such banks, bank-
28 ing houses or trust companies as are already designated by the comp-
29 troller as depositories pursuant to section twelve hundred eighty-eight
30 of this chapter.

31 (c) Notwithstanding the provisions of subdivision (a) of this section,
32 the commissioner may permit the secretary of the treasury of the United
33 States or such secretary's delegate, or the authorized representative of
34 either such officer, to inspect any return filed under this article, or
35 may furnish to such officer or such officer's authorized representative
36 an abstract of any such return or supply such person with information
37 concerning an item contained in any such return, or disclosed by any
38 investigation of liability under this article, but such permission shall
39 be granted or such information furnished only if the laws of the United
40 States grant substantially similar privileges to the commissioner or
41 officer of this state charged with the administration of the peer-to-
42 peer assessment fees imposed by this article, and only if such informa-
43 tion is to be used for purposes of tax administration only; and provided
44 further the commissioner may furnish to the commissioner of internal
45 revenue or such commissioner's authorized representative such returns
46 filed under this article and other tax information, as such commissioner
47 may consider proper, for use in court actions or proceedings under the
48 internal revenue code, whether civil or criminal, where a written
49 request therefor has been made to the commissioner by the secretary of
50 the treasury of the United States or such secretary's delegate, provided
51 the laws of the United States grant substantially similar powers to the
52 secretary of the treasury of the United States or his or her delegate.
53 Where the commissioner has so authorized use of returns and other infor-
54 mation in such actions or proceedings, officers and employees of the
55 department may testify in such actions or proceedings in respect to such
56 returns or other information.

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

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

6 § 1299-R. Practice and procedure. The provisions of article twenty-
7 seven of this chapter shall apply with respect to the administration and
8 procedure with respect to the fees imposed by this article in the same
9 manner and in the same force and effect as if the language of such
10 sections of article twenty-seven of this chapter had been incorporated
11 in full into this article and had expressly referred to the fees imposed
12 under this article, except to the extent that any such provision is
13 either inconsistent with a provision of this article or is not relevant
14 to this article. The fees imposed under this article are in lieu of and
15 replace any tax as may be imposed under sections eleven hundred sixty,
16 eleven hundred sixty-six-a, and eleven hundred sixty-six-b of this chap-
17 ter.

18 § 1299-S. Deposit and disposition of revenue. (a) All taxes, fees,
19 interest and penalties collected or received by the commissioner under
20 section twelve hundred ninety-nine-K of this article shall be deposited
21 and disposed of pursuant to the provisions of section one hundred seven-
22 ty-one-a of this chapter.

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

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

35 § 5. Subdivision 1 of section 171-a of the tax law, as amended by
36 section 5 of part C of chapter 59 of the laws of 2021, is amended to
37 read as follows:

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

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

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

15 § 6. Paragraph 1 of subdivision (e) of section 1101 of the tax law, as
16 amended by section 2 of part J of chapter 39 of the laws of 2019, is
17 amended to read as follows:

18 (1) Marketplace provider. A person who, pursuant to an agreement with
19 a marketplace seller, facilitates sales of tangible personal property by
20 such marketplace seller or sellers. A person "facilitates a sale of
21 tangible personal property" for purposes of this paragraph when the
22 person meets both of the following conditions: (A) such person provides
23 the forum in which, or by means of which, the sale takes place or the
24 offer of sale is accepted, including a shop, store, or booth, an inter-
25 net website, catalog, or similar forum; and (B) such person or an affil-
26 iate of such person collects the receipts paid by a customer to a
27 marketplace seller for a sale of tangible personal property, or
28 contracts with a third party to collect such receipts. For purposes of
29 this paragraph, a "sale of tangible personal property" shall not include
30 the rental of a passenger car as described in section eleven hundred
31 sixty of this chapter but shall include a lease described in subdivision
32 (i) of section eleven hundred eleven of this article and peer-to-peer
33 car sharing as described in section nine hundred of the general business
34 law. For purposes of this paragraph, persons are affiliated if one
35 person has an ownership interest of more than five percent, whether
36 direct or indirect, in another, or where an ownership interest of more
37 than five percent, whether direct or indirect, is held in each of such
38 persons by another person or by a group of other persons that are affil-
39 iated persons with respect to each other. Notwithstanding anything in
40 this paragraph, a person who is not otherwise registered pursuant to
41 section eleven hundred [~~thirty-four~~ thirty-four] of this article is not
42 a marketplace provider if such person has no physical presence in New
43 York and, for the immediately preceding four quarterly periods ending on
44 the last day of February, May, August and November, can show that the
45 cumulative total gross receipts of sales it has made or facilitated of
46 property delivered in this state does not exceed five hundred thousand
47 dollars or that such person has not made or facilitated more than one
48 hundred sales of property delivered in this state. However, such person
49 may elect to register as a marketplace provider, and, once registered,
50 will be subject to the provisions of this article.

51 § 7. Section 1160 of the tax law is amended by adding a new subdivi-
52 sion (c) to read as follows:

53 (c) The provisions of this section shall not apply to a peer-to-peer
54 car sharing program as defined in section nine hundred of the general
55 business law and which is subject to the assessment fees set forth in
56 article twenty-nine-D of this chapter.

1 § 8. Section 1166-a of the tax law is amended by adding a new subdivi-
2 sion (c) to read as follows:

3 (c) The provisions of this section shall not apply to a peer-to-peer
4 car sharing program as defined in section nine hundred of the general
5 business law and which is subject to the assessment fees set forth in
6 article twenty-nine-D of this chapter.

7 § 9. Section 1166-b of the tax law is amended by adding a new subdivi-
8 sion (c) to read as follows:

9 (c) The provisions of this section shall not apply to a peer-to-peer
10 car sharing program as defined in section nine hundred of the general
11 business law and which is subject to the assessment fees set forth in
12 article twenty-nine-D of this chapter.

13 § 10. Paragraph a of subdivision 1, paragraph a of subdivision 2, and
14 subdivision 3 of section 600 of the vehicle and traffic law, paragraph a
15 of subdivision 1 and paragraph a of subdivision 2 as amended and subdivi-
16 sion 3 as added by section 4 of part AAA of chapter 59 of the laws of
17 2017, are amended to read as follows:

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

47 a. Any person operating a motor vehicle who, knowing or having cause
48 to know that personal injury has been caused to another person, due to
49 an incident involving the motor vehicle operated by such person shall,
50 before leaving the place where the said personal injury occurred, stop,
51 exhibit his or her license and insurance identification card for such
52 vehicle, when such card is required pursuant to articles six and eight
53 of this chapter, and give his or her name, residence, including street
54 and street number, insurance carrier and insurance identification infor-
55 mation including but not limited to the number and effective dates of
56 said individual's insurance policy and license number, to the injured

1 party, if practical, and also to a police officer, or in the event that
2 no police officer is in the vicinity of the place of said injury, then,
3 he or she shall report said incident as soon as physically able to the
4 nearest police station or judicial officer. In addition to the forego-
5 ing, any such person shall also: (i) (A) produce the proof of insurance
6 coverage required pursuant to article forty-four-B of this chapter if
7 such person is a TNC driver operating a TNC vehicle at the time of the
8 incident who was [~~(A)~~] (1) logged on to the TNC's digital network but
9 not engaged in a TNC prearranged trip or [~~(B)~~] (2) was engaged in a TNC
10 prearranged trip; and [~~(ii)~~] (B) disclose whether he or she, at the time
11 such incident occurred, was [~~(A)~~] (1) logged on to the TNC's digital
12 network but not engaged in a TNC prearranged trip or [~~(B)~~] (2) was
13 engaged in a TNC prearranged trip, or (ii) (A) produce the proof of
14 insurance coverage required pursuant to article forty of the general
15 business law if such person is a shared vehicle owner or shared vehicle
16 driver operating a shared vehicle during a peer-to-peer car sharing
17 period while the incident occurred; and (B) disclose whether he or she,
18 at the time such incident occurred, was operating a shared vehicle
19 during a peer-to-peer car sharing period.

20 3. For the purposes of this article, the terms "TNC", "TNC driver",
21 "TNC vehicle", "TNC prearranged trip" and "digital network" shall have
22 the same meanings as such terms are defined in article forty-four-B of
23 this chapter and the terms "shared vehicle owner", "shared vehicle driv-
24 er", "shared vehicle" and "peer-to-peer car sharing period" shall have
25 the same meanings as such terms are defined in article forty of the
26 general business law.

27 § 11. Section 601 of the vehicle and traffic law, as amended by
28 section 5 of part AAA of chapter 59 of the laws of 2017, is amended to
29 read as follows:

30 § 601. Leaving scene of injury to certain animals without reporting.
31 Any person operating a motor vehicle which shall strike and injure any
32 horse, dog, cat or animal classified as cattle shall stop and endeavor
33 to locate the owner or custodian of such animal or a police, peace or
34 judicial officer of the vicinity, and take any other reasonable and
35 appropriate action so that the animal may have necessary attention, and
36 shall also promptly report the matter to such owner, custodian or offi-
37 cer (or if no one of such has been located, then to a police officer of
38 some other nearby community), exhibiting his or her license and insur-
39 ance identification card for such vehicle, when such card is required
40 pursuant to articles six and eight of this chapter, giving his or her
41 name and residence, including street and street number, insurance carri-
42 er and insurance identification information and license number. In addi-
43 tion to the foregoing, any such person shall also: (i) (A) produce the
44 proof of insurance coverage required pursuant to article forty-four-B of
45 this chapter if such person is a TNC driver operating a TNC vehicle at
46 the time of the incident who was [~~(A)~~] (1) logged on to the TNC's
47 digital network but not engaged in a TNC prearranged trip or [~~(B)~~] (2)
48 was engaged in a TNC prearranged trip; and [~~(ii)~~] (B) disclose whether
49 he or she, at the time such incident occurred, was [~~(A)~~] (1) logged on
50 to the TNC's digital network but not engaged in a TNC prearranged trip
51 or [~~(B)~~] (2) was engaged in a TNC prearranged trip, or (ii) (A) produce
52 the proof of insurance coverage required pursuant to article forty of
53 the general business law if such person is a shared vehicle owner or
54 shared vehicle driver operating a shared vehicle during a peer-to-peer
55 car sharing period while the incident occurred; and (B) disclose whether
56 he or she, at the time such incident occurred, was operating a shared

1 vehicle during a peer-to-peer car sharing period. Violation of this
2 section shall be punishable by a fine of not more than one hundred
3 dollars for a first offense and by a fine of not less than fifty nor
4 more than one hundred fifty dollars for a second offense and each subse-
5 quent offense; provided, however where the animal that has been struck
6 and injured is a guide dog, hearing dog or service dog, as such terms
7 are defined in section forty-seven-b of the civil rights law which is
8 actually engaged in aiding or guiding a person with a disability, a
9 violation of this section shall be punishable by a fine of not less than
10 fifty nor more than one hundred fifty dollars for a first offense and by
11 a fine of not less than one hundred fifty dollars nor more than three
12 hundred dollars for a second offense and each subsequent offense.

13 § 12. Paragraph (c) of subdivision 12 of section 1229-c of the vehicle
14 and traffic law, as added by chapter 333 of the laws of 1992, is amended
15 and a new paragraph (b-1) is added to read as follows:

16 (b-1) A peer-to-peer car sharing program as defined in section three
17 thousand four hundred fifty-eight of the insurance law shall provide
18 comparable notice for shared vehicle drivers and shared vehicle owners,
19 as defined in section three thousand four hundred fifty-eight of the
20 insurance law, on its website in conspicuous lettering.

21 (c) Any rental vehicle company or peer-to-peer car sharing program
22 that makes a shared vehicle, as defined in section three thousand four
23 hundred fifty-eight of the insurance law, available for peer-to-peer car
24 sharing which violates the provisions of this subdivision shall be
25 subject to a civil penalty, not to exceed one hundred dollars for each
26 day of violation.

27 § 13. Severability clause. If any provision of this act or the appli-
28 cation thereof is held invalid, such invalidity shall not affect other
29 provisions or applications of this act which can be given effect without
30 the invalid provision or application, and to this end the provisions of
31 this act are declared to be severable.

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