A bill to be entitled
An act relating to peer-to-peer car sharing; creating
s. 627.7483, F.S.; providing definitions; providing
motor vehicle insurance requirements for peer-to-peer
car sharing; providing that peer-to-peer car-sharing
programs have an insurable interest in shared vehicles
in specified periods; authorizing peer-to-peer car-
sharing programs to own and maintain certain policies
of motor vehicle insurance; providing liabilities
under certain circumstances; providing applicability;
requiring shared vehicle owners' insurers to indemnify
networks under certain circumstances; providing
exemptions from vicarious liabilities; authorizing
motor vehicle insurance policies to exclude specified
coverages under certain circumstances; authorizing
specified insurers to seek contributions against
indemnifications under certain circumstances;
providing requirements for notifications of
implications of liens; providing requirements for
recordkeeping; requiring specified disclosures to
shared vehicle drivers and owners; requiring driver
license verification and data retention under certain
circumstances; providing responsibilities and
indemnifications for specified equipment; providing
requirements for verification and notification

CODING: Words stricken are deletions; words underlined are additions.
relating to motor vehicle safety recalls; providing
construction; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 627.7483, Florida Statutes, is created
to read:

627.7483  Peer-to-peer car sharing; insurance
requirements.—

(1) DEFINITIONS.—As used in this section, the term:

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

(b) "Car-sharing period" means the period of time that
commences either at the car-sharing delivery period or, if there
is no car-sharing delivery period, at the car-sharing start time
and that ends at the car-sharing termination time.

(c) "Car-sharing start time" means the time when the
shared vehicle is under the control of the shared vehicle
driver, which time occurs at or after the time the reservation
of the shared vehicle is scheduled to begin, as documented in
the records of a peer-to-peer car-sharing program.

(d) "Car-sharing termination time" means the earliest of
the following events:
1. The expiration of the agreed-upon period of time established for the use of a shared vehicle according to the terms of the peer-to-peer car-sharing program agreement if the shared vehicle is delivered to the location agreed upon in the peer-to-peer car-sharing program agreement;

2. The time the shared vehicle is returned to a location as alternatively agreed upon by the shared vehicle owner and shared vehicle driver, as communicated through a peer-to-peer car-sharing program; or

3. The time the shared vehicle owner takes possession and control of the shared vehicle.

(e) "Peer-to-peer car sharing" or "car sharing" means the authorized use of a motor vehicle by an individual other than the vehicle's owner through a peer-to-peer car-sharing program. For the purposes of this section, the term does not include the renting of a motor vehicle through a rental car company, the use of a for-hire vehicle as defined in s. 320.01(15), ridesharing as defined in s. 341.031(9), carpool as defined in s. 450.28(3), or the use of a motor vehicle under an agreement for a car-sharing service as defined in s. 212.0606(2).

(f) "Peer-to-peer car-sharing program" means a business platform that enables peer-to-peer car sharing by connecting motor vehicle owners with drivers for financial consideration. For the purposes of this section, the term does not include a rental car company, a car-sharing service as defined in s.
212.0606(2), a taxicab association, or the owner of a for-hire vehicle as defined in s. 320.01(15).

(g) "Peer-to-peer car-sharing program agreement" means the terms and conditions established by the peer-to-peer car-sharing program which are applicable to a shared vehicle owner and a shared vehicle driver and which govern the use of a shared vehicle through a peer-to-peer car-sharing program. For the purposes of this section, the term does not include a rental agreement or an agreement for a for-hire vehicle as defined in s. 320.01(15) or for a car-sharing service as defined in s. 212.0606(2).

(h) "Shared vehicle" means a motor vehicle that is available for sharing through a peer-to-peer car-sharing program. For the purposes of this section, the term does not include a rental car, a for-hire vehicle as defined in s. 320.01(15), or a motor vehicle used for ridesharing as defined in s. 341.031(9), for carpool as defined in s. 450.28(3), or for car-sharing service as defined in s. 212.0606(2).

(i) "Shared vehicle driver" means an individual who has been authorized by the shared vehicle owner to drive the shared vehicle under the peer-to-peer car-sharing program agreement.

(j) "Shared vehicle owner" means the registered owner, or a person or entity designated by the registered owner, of a motor vehicle made available for sharing to shared vehicle drivers through a peer-to-peer car-sharing program. For the
purposes of this section, the term does not include an owner of a for-hire vehicle as defined in s. 320.01(15).

(2) INSURANCE COVERAGE REQUIREMENTS.—

(a) 1. A peer-to-peer car-sharing program shall ensure that, during each car-sharing period, the shared vehicle owner and the shared vehicle driver are insured under a motor vehicle insurance policy that provides all of the following:

a. Property damage liability coverage that meets the minimum coverage amounts required under s. 324.022.

b. Bodily injury liability coverage limits as described in s. 324.021(7)(a) and (b).

c. Personal injury protection benefits that meet the minimum coverage amounts required under s. 627.736.

d. Uninsured and underinsured vehicle coverage as required under s. 627.727.

2. The peer-to-peer car-sharing program shall also ensure that the motor vehicle insurance policy under subparagraph 1.:

a. Recognizes that the shared vehicle insured under the policy is made available and used through a peer-to-peer car-sharing program; or

b. Does not exclude the use of a shared vehicle by a shared vehicle driver.

(b) 1. The insurance described under paragraph (a) may be satisfied by a motor vehicle insurance policy maintained by:

a. A shared vehicle owner;
b. A shared vehicle driver;

c. A peer-to-peer car-sharing program; or

d. A combination of a shared vehicle owner, a shared vehicle driver, and a peer-to-peer car-sharing program.

2. The insurance policy maintained in subparagraph 1. which satisfies the insurance requirements under paragraph (a) is primary during each car-sharing period.

3.a. If the insurance maintained by a shared vehicle owner or shared vehicle driver in accordance with subparagraph 1. has lapsed or does not provide the coverage required under paragraph (a), the insurance maintained by the peer-to-peer car-sharing program must provide the coverage required under paragraph (a), beginning with the first dollar of a claim, and must defend such claim, except under circumstances as set forth in subparagraph (3)(a)2.

b. Coverage under a motor vehicle insurance policy maintained by the peer-to-peer car-sharing program must not be dependent on another motor vehicle insurer first denying a claim, and another motor vehicle insurance policy is not required to first deny a claim.

c. Notwithstanding any other law, statute, rule, or regulation to the contrary, a peer-to-peer car-sharing program has an insurable interest in a shared vehicle during the car-sharing period. This sub-subparagraph does not create liability for a network for maintaining the coverage required under
paragraph (a) and under this paragraph, if applicable.

d. A peer-to-peer car-sharing program may own and maintain as the named insured one or more policies of motor vehicle insurance which provide coverage for:

   (I) Liabilities assumed by the peer-to-peer car-sharing program under a peer-to-peer car-sharing program agreement;

   (II) Liability of the shared vehicle owner;

   (III) Liability of the shared vehicle driver;

   (IV) Damage or loss to the shared motor vehicle; or

   (V) Damage, loss, or injury to persons or property to satisfy the personal injury protection and uninsured and underinsured motorist coverage requirements of this section.

e. Insurance required under paragraph (a), when maintained by a peer-to-peer car-sharing program, may be provided by an insurer authorized to do business in this state which is a member of the Florida Insurance Guaranty Association or an eligible surplus lines insurer that has a superior, excellent, exceptional, or equivalent financial strength rating by a rating agency acceptable to the office. A peer-to-peer car-sharing program is not transacting in insurance when it maintains the insurance required under this section.

   (3) LIABILITIES AND INSURANCE EXCLUSIONS.—

   (a) Liability.—

   1. A peer-to-peer car-sharing program shall assume liability, except as provided in subparagraph 2., of a shared
vehicle owner for bodily injury or property damage to third
parties or uninsured and underinsured motorist or personal
injury protection losses during the car-sharing period in an
amount stated in the peer-to-peer car-sharing program agreement,
which amount may not be less than those set forth in ss.
324.021(7)(a) and (b), 324.022, 627.727, and 627.736,
respectively.

2. The assumption of liability under subparagraph 1. does
not apply if a shared vehicle owner:
   a. Makes an intentional or fraudulent material
      misrepresentation or omission to the peer-to-peer car-sharing
      program before the car-sharing period in which the loss occurs;
      or
   b. Acts in concert with a shared vehicle driver who fails
      to return the shared vehicle pursuant to the terms of the peer-
      to-peer car-sharing program agreement.

3. A peer-to-peer car-sharing program shall assume primary
liability for a claim when it is in whole or in part providing
the insurance required under paragraph (2)(a) and:
   a. A dispute exists as to who was in control of the shared
      motor vehicle at the time of the loss; and
   b. The peer-to-peer car-sharing program does not have
      available, did not retain, or fails to provide the information
      required under subsection (5).
The shared vehicle owner's insurer shall indemnify the peer-to-peer car-sharing program to the extent of the insurer's obligation, if any, under the applicable insurance policy if it is determined that the shared vehicle owner was in control of the shared motor vehicle at the time of the loss.

(b) Vicarious liability.—A peer-to-peer car-sharing program and a shared vehicle owner are exempt from vicarious liability consistent with 49 U.S.C. s. 30106 (2005) under any state or local law that imposes liability solely based on vehicle ownership.

(c) Exclusions in motor vehicle insurance policies.—An authorized insurer that writes motor vehicle liability insurance in this state may exclude any and all coverage and the duty to defend or indemnify for any claim afforded under a shared vehicle owner's motor vehicle insurance policy, including, but not limited to:

1. Liability coverage for bodily injury and property damage;
2. Personal injury protection coverage;
3. Uninsured and underinsured motorist coverage;
4. Medical payments coverage;
5. Comprehensive physical damage coverage; and
6. Collision physical damage coverage.

This paragraph does not invalidate or limit any exclusion
contained in a motor vehicle insurance policy, including any
insurance policy in use or approved for use which excludes
coverage for motor vehicles made available for rent, sharing, or
hire or for any business use.

(d) Contribution against indemnification.—A shared vehicle
owner's motor vehicle insurer that defends or indemnifies a
claim against a shared vehicle which is excluded under the terms
of its policy has the right to seek contribution against the
motor vehicle insurer of the peer-to-peer car-sharing program if
the claim is:

1. Made against the shared vehicle owner or the shared
vehicle driver for loss or injury that occurs during the car-
sharing period; and

2. Excluded under the terms of its policy.

(4) NOTIFICATION OF IMPLICATIONS OF LIEN.—At the time a
motor vehicle owner registers as a shared vehicle owner on a
peer-to-peer car-sharing program and before the shared vehicle
owner may make a shared vehicle available for car sharing on the
peer-to-peer car-sharing program, the peer-to-peer car-sharing
program must notify the shared vehicle owner that, if the shared
vehicle has a lien against it, the use of the shared vehicle
through a peer-to-peer car-sharing program, including the use
without physical damage coverage, may violate the terms of the
contract with the lienholder.

(5) RECORDKEEPING.—A peer-to-peer car-sharing program
shall:

(a) Collect and verify records pertaining to the use of a shared vehicle, including, but not limited to, the times used, fees paid by the shared vehicle driver, and revenues received by the shared vehicle owner.

(b) Retain the records in paragraph (a) for a time period not less than the applicable personal injury statute of limitations.

(c) Provide the information contained in the records in paragraph (a) upon request to the shared vehicle owner, the shared vehicle owner's insurer, or the shared vehicle driver's insurer to facilitate a claim coverage investigation.

(6) CONSUMER PROTECTIONS.—

(a) Disclosures.—Each peer-to-peer car-sharing program agreement made in this state must disclose to the shared vehicle owner and the shared vehicle driver:

1. Any right of the peer-to-peer car-sharing program to seek indemnification from the shared vehicle owner or the shared vehicle driver for economic loss resulting from a breach of the terms and conditions of the peer-to-peer car-sharing program agreement.

2. That a motor vehicle insurance policy issued to the shared vehicle owner for the shared vehicle or to the shared vehicle driver does not provide a defense or indemnification for any claim asserted by the peer-to-peer car-sharing program.
3. That the peer-to-peer car-sharing program's insurance coverage on the shared vehicle owner and the shared vehicle driver is in effect only during each car-sharing period and that, for any use of the shared vehicle by the shared vehicle driver after the car-sharing termination time, the shared vehicle driver and the shared vehicle owner may not have insurance coverage.

4. The daily rate, fees, and, if applicable, any insurance or protection package costs that are charged to the shared vehicle owner or the shared vehicle driver.

5. That the shared vehicle owner's motor vehicle liability insurance may exclude coverage for a shared vehicle.

6. An emergency telephone number of the personnel capable of fielding calls for roadside assistance and other customer service inquiries.

7. Any conditions under which a shared vehicle driver must maintain a personal motor vehicle insurance policy with certain applicable coverage limits on a primary basis in order to book a shared vehicle.

(b) Driver license verification and data retention.—

1. A peer-to-peer car-sharing program may not enter into a peer-to-peer car-sharing program agreement with a driver unless the driver:

   a. Holds a driver license issued under chapter 322 which authorizes the driver to drive vehicles of the class of the
shared vehicle;

b. Is a nonresident who:
   (I) Holds a driver license issued by the state or country of the driver's residence which authorizes the driver in that state or country to drive vehicles of the class of the shared vehicle; and
   (II) Is at least the same age as that required of a resident to drive; or

c. Is otherwise specifically authorized by the Department of Highway Safety and Motor Vehicles to drive vehicles of the class of the shared vehicle.

2. A peer-to-peer car-sharing program shall keep a record of:
   a. The name and address of the shared vehicle driver;
   b. The number of the driver license of the shared vehicle driver and each other person, if any, who will operate the shared vehicle; and
   c. The place of issuance of the driver license.

(c) Responsibility for equipment.—A peer-to-peer car-sharing program has sole responsibility for any equipment that is put in or on the shared vehicle to monitor or facilitate the peer-to-peer car-sharing transaction, including a GPS system. The peer-to-peer car-sharing program shall indemnify and hold harmless the shared vehicle owner for any damage to or theft of such equipment during the car-sharing period which is not caused
by the shared vehicle owner. The peer-to-peer car-sharing program may seek indemnity from the shared vehicle driver for any damage to or loss of such equipment which occurs during the car-sharing period.

(d) Motor vehicle safety recalls.—At the time a motor vehicle owner registers as a shared vehicle owner on a peer-to-peer car-sharing program and before the shared vehicle owner may make a shared vehicle available for car sharing on the peer-to-peer car-sharing program, the peer-to-peer car-sharing program must:

1. Verify that the shared vehicle does not have any safety recalls on the vehicle for which the repairs have not been made; and

2. Notify the shared vehicle owner that if the shared vehicle owner:

   a. Has received an actual notice of a safety recall on the vehicle, he or she may not make a vehicle available as a shared vehicle on the peer-to-peer car-sharing program until the safety recall repair has been made.

   b. Receives an actual notice of a safety recall on a shared vehicle while the shared vehicle is made available on the peer-to-peer car-sharing program, he or she shall remove the shared vehicle as available on the peer-to-peer car-sharing program as soon as practicably possible after receiving the notice of the safety recall and until the safety recall repair
has been made.

c. Receives an actual notice of a safety recall while the
shared vehicle is in the possession of a shared vehicle driver,
he or she shall notify the peer-to-peer car-sharing program
about the safety recall as soon as practicably possible after
receiving the notice of the safety recall, so that he or she may
address the safety recall repair.

(7) CONSTRUCTION.—This section does not limit:

(a) The liability of a peer-to-peer car-sharing program
for any act or omission of the peer-to-peer car-sharing program
which results in the bodily injury to a person as a result of
the use of a shared vehicle through peer-to-peer car sharing; or

(b) The ability of a peer-to-peer car-sharing program to
seek, by contract, indemnification from the shared vehicle owner
or the shared vehicle driver for economic loss resulting from a
breach of the terms and conditions of the peer-to-peer car-
sharing program agreement.

Section 2. This act shall take effect March 1, 2021.