

SENATE BILL 743

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8lr2914
CF 8lr3675

By: **Senator Middleton**

Introduced and read first time: February 5, 2018

Assigned to: Finance

A BILL ENTITLED

1 AN ACT concerning

2 **Motor Vehicle Insurance – Peer-to-Peer Car Sharing**

3 FOR the purpose of prohibiting a peer-to-peer car sharing program from being considered
4 to have rented a certain vehicle, to be a rental vehicle company, or to be a motor
5 vehicle company under certain provisions of law solely on a certain basis; prohibiting
6 a shared vehicle owner from being considered to have rented a vehicle under certain
7 provisions of law solely on a certain basis; prohibiting a certain motor vehicle from
8 being considered to be a rental vehicle under a certain provision of law; providing
9 that the use of a shared motor vehicle through a peer-to-peer car sharing program
10 does not constitute a commercial use solely on a certain basis; requiring a
11 peer-to-peer car sharing program to assume a certain liability of a shared vehicle
12 owner during the car sharing period in a certain amount except under certain
13 circumstances; providing that certain provisions of this Act do not limit the liability
14 of the peer-to-peer car sharing program for certain acts and omissions or limit the
15 ability of the program to seek indemnification from certain persons; requiring that a
16 certain peer-to-peer car sharing program agreement disclose certain information;
17 requiring that, during a certain period, a peer-to-peer car sharing program has a
18 certain insurable interest in a certain shared motor vehicle; requiring that a
19 peer-to-peer car sharing program ensure that a certain shared motor vehicle and a
20 certain shared vehicle driver are insured in a certain manner during a certain period;
21 requiring a certain insurance policy to be primary under certain circumstances;
22 authorizing a peer-to-peer car sharing program to sponsor a certain insurance
23 policy; authorizing a peer-to-peer car sharing program to satisfy certain provisions
24 of this Act in a certain manner; prohibiting a peer-to-peer car sharing program from
25 being considered to be engaged in the business of insurance by taking certain actions;
26 allowing certain insurers and the Maryland Automobile Insurance Fund to exclude
27 certain coverages and the duty to defend under a certain insurance policy; requiring
28 that a certain insurer has a certain right of contribution under certain
29 circumstances; providing that certain provisions of this Act do not invalidate or limit
30 an exclusion contained in a certain insurance policy under certain circumstances;
31 providing that the right to exclude certain coverages and the duty to defend under a

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 certain policy applies to certain coverages; prohibiting a certain insurer from taking
2 certain actions on a certain insurance policy on a certain basis except under certain
3 circumstances; providing that certain provisions of this Act do not require a certain
4 insurance policy to provide certain coverage during a certain period, may not be
5 interpreted to imply that a certain insurance policy provides certain coverage during
6 a certain period, and do not preclude a certain insurer from providing certain
7 coverage during a certain time under certain circumstances; prohibiting certain
8 coverage under a certain insurance policy from being dependent on a certain denial
9 of a claim; prohibiting a certain insurer from being required to first deny a claim;
10 providing that a peer-to-peer car sharing program and a certain shared vehicle
11 owner are exempt from certain vicarious liability; requiring a peer-to-peer car
12 sharing program to cooperate in a certain manner with certain parties; making
13 conforming changes; defining certain terms; and generally relating to peer-to-peer
14 car sharing.

15 BY repealing and reenacting, without amendments,
16 Article – Insurance
17 Section 10–601(a) and (e)
18 Annotated Code of Maryland
19 (2017 Replacement Volume)

20 BY repealing and reenacting, with amendments,
21 Article – Insurance
22 Section 10–601(c)
23 Annotated Code of Maryland
24 (2017 Replacement Volume)

25 BY adding to
26 Article – Insurance
27 Section 19–520
28 Annotated Code of Maryland
29 (2017 Replacement Volume)

30 BY repealing and reenacting, without amendments,
31 Article – Transportation
32 Section 11–148.1(a)
33 Annotated Code of Maryland
34 (2012 Replacement Volume and 2017 Supplement)

35 BY repealing and reenacting, with amendments,
36 Article – Transportation
37 Section 11–148.1(b) and 18–108(a)
38 Annotated Code of Maryland
39 (2012 Replacement Volume and 2017 Supplement)

40 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
41 That the Laws of Maryland read as follows:

Article – Insurance

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10-601.

(a) In this subtitle the following words have the meanings indicated.

(c) (1) “Motor vehicle rental company” means any person that is in the business of providing motor vehicles to the public under a rental agreement for a period of 180 days or less.

(2) “MOTOR VEHICLE RENTAL COMPANY” DOES NOT INCLUDE A PEER-TO-PEER CAR SHARING PROGRAM AS DEFINED IN § 19-520 OF THIS ARTICLE.

(e) “Renter” means any person obtaining the use of a vehicle from a motor vehicle rental company under the terms of a rental agreement.

19-520.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) “CAR SHARING PERIOD” MEANS THE PERIOD OF TIME THAT COMMENCES AT THE CAR SHARING START TIME AND ENDS AT THE CAR SHARING TERMINATION TIME.

(3) “CAR SHARING START TIME” MEANS THE TIME WHEN A SHARED MOTOR VEHICLE BECOMES SUBJECT TO THE CONTROL OF THE SHARED VEHICLE DRIVER AT OR AFTER THE TIME THE RESERVATION OF A SHARED MOTOR VEHICLE IS SCHEDULED TO BEGIN AS DOCUMENTED IN THE RECORDS OF A PEER-TO-PEER CAR SHARING PROGRAM.

(4) “CAR SHARING TERMINATION TIME” MEANS THE TIME WHEN THE EARLIEST OF THE FOLLOWING OCCURS:

(I) THE EXPIRATION OF THE AGREED PERIOD OF TIME ESTABLISHED FOR THE USE OF A SHARED MOTOR VEHICLE;

(II) THE INTENT TO TERMINATE THE USE OF A SHARED MOTOR VEHICLE IS VERIFIABLY COMMUNICATED TO A PEER-TO-PEER CAR SHARING PROGRAM; OR

1 (III) THE OWNER OF A SHARED VEHICLE, OR THE OWNER'S
2 AUTHORIZED DESIGNEE, TAKES POSSESSION AND CONTROL OF THE SHARED MOTOR
3 VEHICLE.

4 (5) "INTENTIONAL OR FRAUDULENT MATERIAL
5 MISREPRESENTATION" MEANS AN AFFIRMATIVE STATEMENT OR AN OMISSION BY A
6 SHARED VEHICLE OWNER THAT MISREPRESENTS FACTS ABOUT THE OWNER OR THE
7 SHARED MOTOR VEHICLE.

8 (6) "MOTOR VEHICLE" HAS THE MEANING STATED IN § 11-135 OF
9 THE TRANSPORTATION ARTICLE.

10 (7) "PEER-TO-PEER CAR SHARING" MEANS THE AUTHORIZED USE OF
11 A MOTOR VEHICLE BY AN INDIVIDUAL OTHER THAN THE VEHICLE'S OWNER
12 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.

13 (8) "PEER-TO-PEER CAR SHARING PROGRAM" MEANS A PLATFORM
14 THAT IS IN THE BUSINESS OF CONNECTING VEHICLE OWNERS WITH DRIVERS TO
15 ENABLE THE SHARING OF MOTOR VEHICLES FOR FINANCIAL CONSIDERATION.

16 (9) "SHARED MOTOR VEHICLE" MEANS A MOTOR VEHICLE THAT IS
17 AVAILABLE FOR SHARING THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.

18 (10) "SHARED VEHICLE DRIVER" MEANS AN INDIVIDUAL WHO HAS:

19 (I) RESERVED THE USE OF A SHARED MOTOR VEHICLE
20 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM; AND

21 (II) BEEN AUTHORIZED TO DRIVE THE SHARED MOTOR VEHICLE
22 BY THE PEER-TO-PEER CAR SHARING PROGRAM.

23 (11) "SHARED VEHICLE OWNER" MEANS THE REGISTERED OWNER OF
24 A MOTOR VEHICLE MADE AVAILABLE FOR SHARING TO SHARED VEHICLE DRIVERS
25 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.

26 (B) (1) SOLELY ON THE BASIS THAT A MOTOR VEHICLE IS SHARED
27 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM:

28 (I) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT BE
29 CONSIDERED TO HAVE RENTED THE VEHICLE UNDER TITLE 18, SUBTITLE 1 OF THE
30 TRANSPORTATION ARTICLE;

1 **(II) THE SHARED VEHICLE OWNER MAY NOT BE CONSIDERED TO**
2 **HAVE RENTED A VEHICLE UNDER TITLE 18, SUBTITLE 1 OF THE TRANSPORTATION**
3 **ARTICLE; AND**

4 **(III) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT BE**
5 **CONSIDERED TO BE:**

6 1. **A RENTAL VEHICLE COMPANY UNDER § 18-108 OF**
7 **THE TRANSPORTATION ARTICLE; OR**

8 2. **A MOTOR VEHICLE RENTAL COMPANY UNDER TITLE**
9 **10, SUBTITLE 6 OF THIS ARTICLE.**

10 **(2) A MOTOR VEHICLE, WHILE BEING MADE AVAILABLE FOR SHARING**
11 **THROUGH A PEER-TO-PEER CAR SHARING PROGRAM, MAY NOT BE CONSIDERED TO**
12 **BE A RENTAL VEHICLE UNDER § 11-148.1 OF THE TRANSPORTATION ARTICLE.**

13 **(3) THE USE OF A SHARED MOTOR VEHICLE THROUGH A**
14 **PEER-TO-PEER CAR SHARING PROGRAM DOES NOT CONSTITUTE A COMMERCIAL**
15 **USE SOLELY ON THE BASIS THAT THE MOTOR VEHICLE IS AVAILABLE FOR SHARING**
16 **OR USED THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.**

17 **(c) (1) (i) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
18 **PARAGRAPH, A PEER-TO-PEER CAR SHARING PROGRAM SHALL ASSUME THE**
19 **LIABILITY OF A SHARED VEHICLE OWNER FOR ANY BODILY INJURY OR PROPERTY**
20 **DAMAGE TO THIRD PARTIES, UNINSURED AND UNDERINSURED MOTORIST OR**
21 **PERSONAL INJURY PROTECTION LOSSES, OR INJURY TO THIRD PARTIES DURING**
22 **THE CAR SHARING PERIOD IN AN AMOUNT NOT LESS THAN THE MINIMUM SECURITY**
23 **REQUIRED UNDER § 17-103 OF THE TRANSPORTATION ARTICLE.**

24 **(ii) THE ASSUMPTION OF LIABILITY UNDER PARAGRAPH (1) OF**
25 **THIS SUBSECTION DOES NOT APPLY IF THE SHARED VEHICLE OWNER MADE AN**
26 **INTENTIONAL OR FRAUDULENT MATERIAL MISREPRESENTATION TO THE**
27 **PEER-TO-PEER CAR SHARING PROGRAM BEFORE THE CAR SHARING PERIOD IN**
28 **WHICH THE LOSS OCCURRED.**

29 **(2) NOTHING IN PARAGRAPH (1) OF THIS SUBSECTION:**

30 **(i) LIMITS THE LIABILITY OF THE PEER-TO-PEER CAR**
31 **SHARING PROGRAM FOR ANY ACT OR OMISSION OF THE PEER-TO-PEER CAR**
32 **SHARING PROGRAM ITSELF THAT RESULTS IN INJURY TO ANY PERSON AS A RESULT**
33 **OF THE USE OF A SHARED MOTOR VEHICLE THROUGH A PEER-TO-PEER CAR**
34 **SHARING PROGRAM; OR**

1 **(II) LIMITS THE ABILITY OF THE PEER-TO-PEER CAR SHARING**
2 **PROGRAM TO, BY CONTRACT, SEEK INDEMNIFICATION FROM THE SHARED VEHICLE**
3 **OWNER OR THE SHARED VEHICLE DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE**
4 **PEER-TO-PEER CAR SHARING PROGRAM RESULTING FROM A BREACH OF THE**
5 **TERMS AND CONDITIONS OF THE PEER-TO-PEER CAR SHARING PROGRAM**
6 **AGREEMENT.**

7 **(3) EACH PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT**
8 **MADE WITH RESPECT TO A CAR SHARING ARRANGEMENT IN THE STATE SHALL**
9 **DISCLOSE:**

10 **(I) ANY RIGHT OF THE PEER-TO-PEER CAR SHARING PROGRAM**
11 **TO SEEK INDEMNIFICATION FROM THE SHARED VEHICLE OWNER OR THE SHARED**
12 **VEHICLE DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE PEER-TO-PEER CAR**
13 **SHARING PROGRAM RESULTING FROM A BREACH OF THE TERMS AND CONDITIONS**
14 **OF THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT; AND**

15 **(II) THAT A MOTOR VEHICLE LIABILITY INSURANCE POLICY**
16 **ISSUED TO THE SHARED VEHICLE OWNER FOR THE SHARED MOTOR VEHICLE OR TO**
17 **THE SHARED VEHICLE DRIVER DOES NOT PROVIDE A DEFENSE OR**
18 **INDEMNIFICATION FOR ANY CLAIM ASSERTED BY THE PEER-TO-PEER CAR SHARING**
19 **PROGRAM UNDER ITEM (I) OF THIS PARAGRAPH.**

20 **(D) (1) DURING THE CAR SHARING PERIOD, A PEER-TO-PEER CAR**
21 **SHARING PROGRAM SHALL HAVE AN INSURABLE INTEREST IN A SHARED MOTOR**
22 **VEHICLE.**

23 **(2) A PEER-TO-PEER CAR SHARING PROGRAM SHALL ENSURE THAT,**
24 **DURING EACH CAR SHARING PERIOD, THE SHARED MOTOR VEHICLE AND THE**
25 **SHARED VEHICLE DRIVER ARE INSURED UNDER A MOTOR VEHICLE LIABILITY**
26 **INSURANCE POLICY THAT:**

27 **(I) RECOGNIZES THAT THE VEHICLE INSURED UNDER THE**
28 **POLICY IS MADE AVAILABLE AND USED THROUGH A PEER-TO-PEER CAR SHARING**
29 **PROGRAM; AND**

30 **(II) PROVIDES LIABILITY INSURANCE COVERAGE IN AN AMOUNT**
31 **NOT LESS THAN THE MINIMUM SECURITY REQUIRED UNDER § 17-103 OF THE**
32 **TRANSPORTATION ARTICLE.**

33 **(3) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
34 **PARAGRAPH, THE MOTOR VEHICLE LIABILITY INSURANCE POLICY DESCRIBED IN**

1 PARAGRAPH (2) OF THIS SUBSECTION SHALL BE PRIMARY WITH RESPECT TO THE
2 SHARED VEHICLE OWNER, BUT MAY BE SECONDARY AS TO ANY OTHER VALID AND
3 COLLECTIBLE INSURANCE COVERING THE SHARED VEHICLE DRIVER.

4 (II) IF THE INSURANCE MAINTAINED BY THE SHARED VEHICLE
5 DRIVER HAS LAPSED, OR IS OTHERWISE NOT IN FORCE, THE PEER-TO-PEER CAR
6 SHARING PROGRAM'S INSURANCE COVERAGE REQUIRED UNDER PARAGRAPH (2) OF
7 THIS SUBSECTION SHALL BE PRIMARY.

8 (4) A PEER-TO-PEER CAR SHARING PROGRAM MAY SPONSOR A
9 MOTOR VEHICLE INSURANCE POLICY THAT PROVIDES COVERAGE FOR PROPERTY
10 DAMAGE TO A SHARED MOTOR VEHICLE DURING THE CAR SHARING PERIOD.

11 (5) A PEER-TO-PEER CAR SHARING PROGRAM MAY SATISFY
12 PARAGRAPHS (2), (3), AND (4) OF THIS SUBSECTION BY ACQUIRING OR SPONSORING
13 ANY FORM OF SECURITY DESCRIBED UNDER § 17-103 OF THE TRANSPORTATION
14 ARTICLE.

15 (6) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT BE
16 CONSIDERED TO BE ENGAGED IN THE BUSINESS OF INSURANCE OR IN THE
17 SOLICITATION, SALE, OR NEGOTIATION OF INSURANCE BY:

18 (I) ACQUIRING OR SPONSORING A MOTOR VEHICLE INSURANCE
19 POLICY REQUIRED UNDER PARAGRAPH (2) OF THIS SUBSECTION OR PERMITTED
20 UNDER PARAGRAPH (4) OF THIS SUBSECTION;

21 (II) INFORMING A SHARED VEHICLE OWNER OR A SHARED
22 VEHICLE DRIVER OF THE EXISTENCE AND TERMS AND CONDITIONS OF THE
23 INSURANCE;

24 (III) ALLOWING A SHARED VEHICLE OWNER AND A SHARED
25 VEHICLE DRIVER TO SELECT DIFFERENT DEGREES OF FINANCIAL PROTECTION AND
26 BENEFITS THAT INCLUDE THE INSURANCE; OR

27 (IV) RECEIVING REIMBURSEMENT OF THE COST OF THE
28 INSURANCE FROM A SHARED VEHICLE OWNER OR A SHARED VEHICLE DRIVER.

29 (E) (1) AN AUTHORIZED INSURER THAT WRITES MOTOR VEHICLE
30 LIABILITY INSURANCE IN THE STATE AND THE MARYLAND AUTOMOBILE
31 INSURANCE FUND MAY EXCLUDE ANY AND ALL COVERAGE AND THE DUTY TO
32 DEFEND AFFORDED UNDER A SHARED VEHICLE OWNER'S PERSONAL MOTOR
33 VEHICLE LIABILITY INSURANCE POLICY FOR ANY LOSS OR INJURY THAT OCCURS
34 DURING THE CAR SHARING PERIOD.

1 **(2) A MOTOR VEHICLE INSURER THAT UNINTENTIONALLY DEFENDS**
2 **OR INDEMNIFIES A CLAIM SHALL HAVE A RIGHT OF CONTRIBUTION AGAINST THE**
3 **MOTOR VEHICLE INSURER OF THE PEER-TO-PEER CAR SHARING PROGRAM IF THE**
4 **CLAIM IS:**

5 **(I) MADE AGAINST THE SHARED VEHICLE OWNER OR THE**
6 **SHARED VEHICLE DRIVER FOR LOSS OR INJURY THAT OCCURS DURING THE CAR**
7 **SHARING PERIOD; AND**

8 **(II) EXCLUDED UNDER THE TERMS OF ITS POLICY.**

9 **(3) NOTHING IN THIS SECTION INVALIDATES OR LIMITS AN**
10 **EXCLUSION CONTAINED IN A MOTOR VEHICLE LIABILITY INSURANCE POLICY,**
11 **INCLUDING ANY INSURANCE POLICY IN USE OR APPROVED FOR USE BEFORE**
12 **OCTOBER 1, 2018, THAT EXCLUDES COVERAGE FOR MOTOR VEHICLES MADE**
13 **AVAILABLE FOR RENT, SHARING, OR HIRE OR FOR ANY BUSINESS USE.**

14 **(4) THE RIGHT TO EXCLUDE ANY AND ALL COVERAGE AND THE DUTY**
15 **TO DEFEND UNDER PARAGRAPH (1) OF THIS SUBSECTION APPLIES TO ANY**
16 **COVERAGE INCLUDED IN A MOTOR VEHICLE LIABILITY INSURANCE POLICY,**
17 **INCLUDING:**

18 **(I) LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY**
19 **DAMAGE;**

20 **(II) UNINSURED AND UNDERINSURED MOTORIST COVERAGE;**

21 **(III) MEDICAL PAYMENTS COVERAGE;**

22 **(IV) PERSONAL INJURY PROTECTION COVERAGE;**

23 **(V) COMPREHENSIVE PHYSICAL DAMAGE COVERAGE; AND**

24 **(VI) COLLISION PHYSICAL DAMAGE COVERAGE.**

25 **(F) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, A**
26 **MOTOR VEHICLE INSURER MAY NOT DENY, CANCEL, VOID, TERMINATE, RESCIND, OR**
27 **NONRENEW A PERSONAL MOTOR VEHICLE LIABILITY INSURANCE POLICY OF A**
28 **SHARED VEHICLE OWNER SOLELY ON THE BASIS THAT A MOTOR VEHICLE COVERED**
29 **UNDER THE POLICY HAS BEEN MADE AVAILABLE FOR SHARING THROUGH A**
30 **PEER-TO-PEER CAR SHARING PROGRAM.**

1 **(2) A MOTOR VEHICLE INSURER MAY DENY, CANCEL, VOID,**
2 **TERMINATE, RESCIND, OR NONRENEW A PERSONAL MOTOR VEHICLE LIABILITY**
3 **INSURANCE POLICY COVERING A MOTOR VEHICLE THAT HAS BEEN MADE AVAILABLE**
4 **FOR SHARING THROUGH A PEER-TO-PEER CAR SHARING PROGRAM IF THE**
5 **APPLICANT OR POLICYHOLDER OF THE PERSONAL MOTOR VEHICLE LIABILITY**
6 **INSURANCE FAILS TO PROVIDE COMPLETE AND ACCURATE INFORMATION ABOUT**
7 **THE USE OF A SHARED MOTOR VEHICLE THROUGH THE PEER-TO-PEER CAR**
8 **SHARING PROGRAM AS REQUESTED BY THE MOTOR VEHICLE INSURER DURING THE**
9 **APPLICATION OR RENEWAL PROCESS OF THE MOTOR VEHICLE LIABILITY**
10 **INSURANCE POLICY.**

11 **(G) NOTHING IN THIS SECTION:**

12 **(1) REQUIRES ANY SHARED VEHICLE OWNER'S PERSONAL MOTOR**
13 **VEHICLE LIABILITY INSURANCE POLICY TO PROVIDE PRIMARY OR EXCESS**
14 **COVERAGE DURING THE CAR SHARING PERIOD;**

15 **(2) MAY BE INTERPRETED TO IMPLY THAT ANY SHARED VEHICLE**
16 **OWNER'S PERSONAL MOTOR VEHICLE LIABILITY INSURANCE POLICY PROVIDES**
17 **COVERAGE FOR A MOTOR VEHICLE DURING THE CAR SHARING PERIOD; OR**

18 **(3) PRECLUDES A MOTOR VEHICLE INSURER FROM PROVIDING**
19 **COVERAGE FOR A SHARED VEHICLE OWNER'S VEHICLE WHILE THE VEHICLE IS MADE**
20 **AVAILABLE OR USED THROUGH A PEER-TO-PEER CAR SHARING PROGRAM IF THE**
21 **MOTOR VEHICLE INSURER ELECTS TO DO SO BY CONTRACT OR ENDORSEMENT.**

22 **(H) (1) COVERAGE UNDER A MOTOR VEHICLE INSURANCE POLICY**
23 **MAINTAINED BY A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT BE DEPENDENT**
24 **ON THE DENIAL OF A CLAIM BY ANOTHER MOTOR VEHICLE INSURER.**

25 **(2) A MOTOR VEHICLE INSURER OF A PERSONAL MOTOR VEHICLE**
26 **LIABILITY INSURANCE POLICY MAY NOT BE REQUIRED TO FIRST DENY A CLAIM.**

27 **(I) A PEER-TO-PEER CAR SHARING PROGRAM AND A SHARED VEHICLE**
28 **OWNER SHALL BE EXEMPT FROM VICARIOUS LIABILITY IN ACCORDANCE WITH 49**
29 **U.S.C. § 30106 AND UNDER ANY STATE OR LOCAL LAW THAT IMPOSES LIABILITY**
30 **SOLELY BASED ON VEHICLE OWNERSHIP.**

31 **(J) IN A CLAIM COVERAGE INVESTIGATION FOLLOWING A VEHICULAR**
32 **ACCIDENT, A PEER-TO-PEER CAR SHARING PROGRAM SHALL COOPERATE TO**
33 **FACILITATE THE EXCHANGE OF INFORMATION WITH DIRECTLY INVOLVED PARTIES**
34 **AND ANY MOTOR VEHICLE INSURER OF A SHARED VEHICLE OWNER REGARDING THE**
35 **VEHICLE'S USE IN A PEER-TO-PEER CAR SHARING PROGRAM.**

Article – Transportation

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2 11–148.1.

3 (a) “Rental vehicle” means a passenger car or a vehicle that may be registered as
4 a Class D, E, F, G, or M vehicle under Title 13, Subtitle 9 of this article:

5 (1) That is acquired solely for rental purposes but will not be rented to the
6 same person for a period of more than 180 consecutive days;

7 (2) (i) That, at the time of purchase, is part of a fleet of passenger cars
8 owned by the same person, at least five of which meet the criteria in item (1) of this
9 subsection;

10 (ii) That, at the time of purchase, is part of a fleet of rental trucks
11 owned by the same person, at least five of which meet the criteria in item (1) of this
12 subsection;

13 (iii) That, at the time of purchase, is part of a fleet of multipurpose
14 passenger vehicles owned by the same person, at least five of which meet the criteria in
15 item (1) of this subsection; or

16 (iv) That, at the time of purchase, is part of a fleet of motorcycles
17 owned by the same person, at least five of which meet the criteria in item (1) of this
18 subsection;

19 (3) For which the owner does not provide a driver; and

20 (4) That, if the vehicle is a passenger car or multipurpose passenger
21 vehicle, will not be used to transport individuals or property for hire.

22 (b) “Rental vehicle” does not include:

23 (1) A dump truck, as described in § 13–919 of this article;

24 (2) A tow truck, as described in § 13–920 of this article; [or]

25 (3) A farm vehicle exempt from the sales and use tax under § 11–201(a) of
26 the Tax – General Article; **OR**

27 **(4) A MOTOR VEHICLE WHILE ENGAGED IN A PEER-TO-PEER CAR**
28 **SHARING PROGRAM UNDER § 19–520 OF THE INSURANCE ARTICLE.**

29 18–108.

1 (a) **(1)** In this section, “rental vehicle company” means a person that rents a
2 motor vehicle to a consumer.

3 **(2) “RENTAL VEHICLE COMPANY” DOES NOT INCLUDE A**
4 **PEER-TO-PEER CAR SHARING PROGRAM UNDER § 19-520 OF THE INSURANCE**
5 **ARTICLE.**

6 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
7 October 1, 2018.