

HOUSE BILL 1045

C4

8lr3675
CF SB 743

By: **Delegate Davis**

Introduced and read first time: February 7, 2018

Assigned to: Economic Matters

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:

1 Article – Insurance

2 10–601.

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

4 (c) (1) “Motor vehicle rental company” means any person that is in the
5 business of providing motor vehicles to the public under a rental agreement for a period of
6 180 days or less.7 (2) “MOTOR VEHICLE RENTAL COMPANY” DOES NOT INCLUDE A
8 PEER–TO–PEER CAR SHARING PROGRAM AS DEFINED IN § 19–520 OF THIS ARTICLE.9 (e) “Renter” means any person obtaining the use of a vehicle from a motor vehicle
10 rental company under the terms of a rental agreement.11 **19–520.**12 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
13 INDICATED.14 (2) “CAR SHARING PERIOD” MEANS THE PERIOD OF TIME THAT
15 COMMENCES AT THE CAR SHARING START TIME AND ENDS AT THE CAR SHARING
16 TERMINATION TIME.17 (3) “CAR SHARING START TIME” MEANS THE TIME WHEN A SHARED
18 MOTOR VEHICLE BECOMES SUBJECT TO THE CONTROL OF THE SHARED VEHICLE
19 DRIVER AT OR AFTER THE TIME THE RESERVATION OF A SHARED MOTOR VEHICLE
20 IS SCHEDULED TO BEGIN AS DOCUMENTED IN THE RECORDS OF A PEER–TO–PEER
21 CAR SHARING PROGRAM.22 (4) “CAR SHARING TERMINATION TIME” MEANS THE TIME WHEN THE
23 EARLIEST OF THE FOLLOWING OCCURS:24 (I) THE EXPIRATION OF THE AGREED PERIOD OF TIME
25 ESTABLISHED FOR THE USE OF A SHARED MOTOR VEHICLE;26 (II) THE INTENT TO TERMINATE THE USE OF A SHARED MOTOR
27 VEHICLE IS VERIFIABLY COMMUNICATED TO A PEER–TO–PEER CAR SHARING
28 PROGRAM; OR29 (III) THE OWNER OF A SHARED VEHICLE, OR THE OWNER’S
30 AUTHORIZED DESIGNEE, TAKES POSSESSION AND CONTROL OF THE SHARED MOTOR

1 VEHICLE.

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

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

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

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

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

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

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

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

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

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

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

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

1 (III) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT BE
2 CONSIDERED TO BE:

3 1. A RENTAL VEHICLE COMPANY UNDER § 18-108 OF
4 THE TRANSPORTATION ARTICLE; OR

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

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

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

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

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

26 (2) NOTHING IN PARAGRAPH (1) OF THIS SUBSECTION:

27 (I) LIMITS THE LIABILITY OF THE PEER-TO-PEER CAR
28 SHARING PROGRAM FOR ANY ACT OR OMISSION OF THE PEER-TO-PEER CAR
29 SHARING PROGRAM ITSELF THAT RESULTS IN INJURY TO ANY PERSON AS A RESULT
30 OF THE USE OF A SHARED MOTOR VEHICLE THROUGH A PEER-TO-PEER CAR
31 SHARING PROGRAM; OR

32 (II) LIMITS THE ABILITY OF THE PEER-TO-PEER CAR SHARING
33 PROGRAM TO, BY CONTRACT, SEEK INDEMNIFICATION FROM THE SHARED VEHICLE

1 OWNER OR THE SHARED VEHICLE DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE
2 PEER-TO-PEER CAR SHARING PROGRAM RESULTING FROM A BREACH OF THE
3 TERMS AND CONDITIONS OF THE PEER-TO-PEER CAR SHARING PROGRAM
4 AGREEMENT.

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

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

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

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

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

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

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

31 (3) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS
32 PARAGRAPH, THE MOTOR VEHICLE LIABILITY INSURANCE POLICY DESCRIBED IN
33 PARAGRAPH (2) OF THIS SUBSECTION SHALL BE PRIMARY WITH RESPECT TO THE
34 SHARED VEHICLE OWNER, BUT MAY BE SECONDARY AS TO ANY OTHER VALID AND
35 COLLECTIBLE INSURANCE COVERING THE SHARED VEHICLE DRIVER.

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

5 **(4) A PEER-TO-PEER CAR SHARING PROGRAM MAY SPONSOR A**
6 **MOTOR VEHICLE INSURANCE POLICY THAT PROVIDES COVERAGE FOR PROPERTY**
7 **DAMAGE TO A SHARED MOTOR VEHICLE DURING THE CAR SHARING PERIOD.**

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

12 **(6) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT BE**
13 **CONSIDERED TO BE ENGAGED IN THE BUSINESS OF INSURANCE OR IN THE**
14 **SOLICITATION, SALE, OR NEGOTIATION OF INSURANCE BY:**

15 **(I) ACQUIRING OR SPONSORING A MOTOR VEHICLE INSURANCE**
16 **POLICY REQUIRED UNDER PARAGRAPH (2) OF THIS SUBSECTION OR PERMITTED**
17 **UNDER PARAGRAPH (4) OF THIS SUBSECTION;**

18 **(II) INFORMING A SHARED VEHICLE OWNER OR A SHARED**
19 **VEHICLE DRIVER OF THE EXISTENCE AND TERMS AND CONDITIONS OF THE**
20 **INSURANCE;**

21 **(III) ALLOWING A SHARED VEHICLE OWNER AND A SHARED**
22 **VEHICLE DRIVER TO SELECT DIFFERENT DEGREES OF FINANCIAL PROTECTION AND**
23 **BENEFITS THAT INCLUDE THE INSURANCE; OR**

24 **(IV) RECEIVING REIMBURSEMENT OF THE COST OF THE**
25 **INSURANCE FROM A SHARED VEHICLE OWNER OR A SHARED VEHICLE DRIVER.**

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

32 **(2) A MOTOR VEHICLE INSURER THAT UNINTENTIONALLY DEFENDS**
33 **OR INDEMNIFIES A CLAIM SHALL HAVE A RIGHT OF CONTRIBUTION AGAINST THE**

1 MOTOR VEHICLE INSURER OF THE PEER-TO-PEER CAR SHARING PROGRAM IF THE
2 CLAIM IS:

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

6 (II) EXCLUDED UNDER THE TERMS OF ITS POLICY.

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

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

16 (I) LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY
17 DAMAGE;

18 (II) UNINSURED AND UNDERINSURED MOTORIST COVERAGE;

19 (III) MEDICAL PAYMENTS COVERAGE;

20 (IV) PERSONAL INJURY PROTECTION COVERAGE;

21 (V) COMPREHENSIVE PHYSICAL DAMAGE COVERAGE; AND

22 (VI) COLLISION PHYSICAL DAMAGE COVERAGE.

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

29 (2) A MOTOR VEHICLE INSURER MAY DENY, CANCEL, VOID,
30 TERMINATE, RESCIND, OR NONRENEW A PERSONAL MOTOR VEHICLE LIABILITY
31 INSURANCE POLICY COVERING A MOTOR VEHICLE THAT HAS BEEN MADE AVAILABLE

1 FOR SHARING THROUGH A PEER-TO-PEER CAR SHARING PROGRAM IF THE
2 APPLICANT OR POLICYHOLDER OF THE PERSONAL MOTOR VEHICLE LIABILITY
3 INSURANCE FAILS TO PROVIDE COMPLETE AND ACCURATE INFORMATION ABOUT
4 THE USE OF A SHARED MOTOR VEHICLE THROUGH THE PEER-TO-PEER CAR
5 SHARING PROGRAM AS REQUESTED BY THE MOTOR VEHICLE INSURER DURING THE
6 APPLICATION OR RENEWAL PROCESS OF THE MOTOR VEHICLE LIABILITY
7 INSURANCE POLICY.

8 (G) NOTHING IN THIS SECTION:

9 (1) REQUIRES ANY SHARED VEHICLE OWNER'S PERSONAL MOTOR
10 VEHICLE LIABILITY INSURANCE POLICY TO PROVIDE PRIMARY OR EXCESS
11 COVERAGE DURING THE CAR SHARING PERIOD;

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

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

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

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

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

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

33 Article – Transportation

34 11-148.1.

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

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

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

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

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

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

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

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

20 (b) "Rental vehicle" does not include:

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

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

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

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

27 18–108.

28 (a) **(1)** In this section, "rental vehicle company" means a person that rents a
29 motor vehicle to a consumer.

30 **(2) "RENTAL VEHICLE COMPANY" DOES NOT INCLUDE A**

1 PEER-TO-PEER CAR SHARING PROGRAM UNDER § 19-520 OF THE INSURANCE
2 ARTICLE.

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