

SENATE BILL 743

C4

(8lr2914)

ENROLLED BILL

— Finance/Economic Matters —

Introduced by **Senator Middleton**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

President.

CHAPTER _____

1 AN ACT concerning

2 ~~Motor Vehicle Insurance~~ **Peer-to-Peer Car Sharing Programs**

3 FOR the purpose of prohibiting a peer-to-peer car sharing program from delivering or
4 issuing for delivery a certain agreement unless the peer-to-peer car sharing
5 program uses a certain collision damage waiver form; requiring a peer-to-peer car
6 sharing program to hold a limited lines license to sell certain insurance under certain
7 circumstances; requiring that a certain license authorize a certain employee and
8 certain authorized representative to act on behalf of, and under the supervision of, a
9 peer-to-peer car sharing program with respect to certain kinds of insurance;
10 specifying the requirements for holding and the authority provided by a certain
11 license; requiring the Maryland Insurance Commissioner to issue a certain license
12 under certain circumstances; requiring a certain insurance policy to be primary to
13 any other valid and collectible coverage; authorizing the Commissioner to refuse to
14 issue or suspend, revoke, or refuse to renew a certain license and impose certain
15 penalties under certain circumstances; authorizing the Commissioner to adopt

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber/conference committee amendments.



1 certain regulations; requiring that if a certain insurance policy includes certain
2 coverages, the motor vehicles insured under that coverage include certain coverages;
3 prohibiting a peer-to-peer car sharing program from being considered to have rented
4 a certain vehicle, to be a rental vehicle company, or to be a motor vehicle company
5 under certain provisions of law solely on a certain basis; prohibiting a shared vehicle
6 owner from being considered to have rented a vehicle under certain provisions of law
7 solely on a certain basis; prohibiting a certain motor vehicle from being considered
8 to be a rental vehicle under a certain provision of law; providing that the use of a
9 shared motor vehicle through a peer-to-peer car sharing program does not
10 constitute a commercial use solely on a certain basis; requiring a peer-to-peer car
11 sharing program to assume a certain liability of a shared vehicle owner during the
12 car sharing period in a certain amount except under certain circumstances; providing
13 that certain provisions of this Act do not limit the liability of the peer-to-peer car
14 sharing program for certain acts and omissions or limit the ability of the program to
15 seek indemnification from certain persons; requiring that a certain peer-to-peer car
16 sharing program agreement disclose certain information; requiring that, during a
17 certain period, a peer-to-peer car sharing program has a certain insurable interest
18 in a certain shared motor vehicle; requiring that a peer-to-peer car sharing program
19 ensure that a certain shared ~~motor~~ vehicle owner and a certain shared vehicle driver
20 are insured in a certain manner during a certain period; providing that a certain
21 insurance requirement may be satisfied in a certain manner; authorizing a
22 peer-to-peer car sharing program to own and maintain as the named insured certain
23 policies; requiring a certain offer to provide certain coverage in a certain amount
24 under certain circumstances; specifying certain requirements for insurance required
25 or authorized to be provided by a peer-to-peer car sharing program; providing that
26 certain consumer complaints are subject to the Commissioner's authority; requiring
27 a certain insurance policy to be primary under certain circumstances; ~~authorizing a~~
28 ~~peer to peer car sharing program to sponsor a certain insurance policy; authorizing~~
29 ~~a peer to peer car sharing program to satisfy certain provisions of this Act in a~~
30 ~~certain manner; prohibiting a peer to peer car sharing program from being~~
31 ~~considered to be engaged in the business of insurance by taking certain actions;~~
32 allowing certain insurers and the Maryland Automobile Insurance Fund to exclude
33 certain coverages and the duty to defend or indemnify under a certain insurance
34 policy; requiring that a certain insurer has a certain right ~~of~~ to seek contribution
35 under certain circumstances; providing that certain provisions of this Act do not
36 invalidate or limit an exclusion contained in a certain insurance policy under certain
37 circumstances; providing that the right to exclude certain coverages and the duty to
38 defend under a certain policy applies to certain coverages; prohibiting a certain
39 insurer from taking certain actions on a certain insurance policy on a certain basis
40 except under certain circumstances; providing that certain provisions of this Act do
41 not require a certain insurance policy to provide certain coverage during a certain
42 period, may not be interpreted to imply that a certain insurance policy provides
43 certain coverage during a certain period, and do not preclude a certain insurer from
44 providing certain coverage during a certain time under certain circumstances;
45 prohibiting certain coverage under a certain insurance policy from being dependent
46 on a certain denial of a claim; prohibiting a certain insurer from being required to
47 first deny a claim; providing that a peer-to-peer car sharing program and a certain

1 shared vehicle owner are exempt from certain vicarious liability; requiring a
2 peer-to-peer car sharing program to cooperate in a certain manner with certain
3 parties; providing that a peer-to-peer car sharing program is subject to a certain
4 sales and use tax rate; requiring a peer-to-peer car sharing program to ensure that
5 a shared vehicle owner and a shared vehicle driver are insured during a certain
6 period; providing that a certain replacement vehicle may be deemed to have satisfied
7 a certain requirement by maintaining certain security; requiring a certain
8 agreement to contain a certain provision under certain circumstances; requiring a
9 certain security to cover certain persons; prohibiting a peer-to-peer car sharing
10 program from entering into a certain agreement unless a certain driver holds a
11 certain driver's license or is otherwise authorized under certain provisions of law to
12 drive certain vehicles; requiring a peer-to-peer car sharing program to keep certain
13 records; authorizing a certain police officer or a certain authorized representative to
14 inspect certain records; prohibiting a peer-to-peer car sharing program from
15 entering into a certain agreement with a certain intent for which a certain charge is
16 based on the distance traveled under certain circumstances; establishing a certain
17 penalty; prohibiting a person from allowing certain individuals to operate a certain
18 shared motor vehicle under certain circumstances; providing that a peer-to-peer car
19 sharing program must have a certain concession fee agreement to operate at certain
20 airports; specifying the contents of a certain agreement; prohibiting a peer-to-peer
21 car sharing program from charging for the use of a certain shared motor vehicle after
22 a certain period; allowing a peer-to-peer car sharing program to charge a certain
23 separately stated fee; requiring a peer-to-peer car sharing program to verify that a
24 certain shared motor vehicle does not have a certain safety recall; prohibiting a
25 shared vehicle owner from making a motor vehicle available on a certain program
26 under certain circumstances; requiring a peer-to-peer car sharing program to verify
27 the age of a certain shared motor vehicle and request from a shared vehicle owner
28 the date of the last State inspection on a shared motor vehicle; requiring a
29 peer-to-peer car sharing program to notify certain shared vehicle owners of certain
30 requirements; requiring the Consumer Protection Division of the Office of the
31 Attorney General to provide a certain report on or before a certain date; requiring
32 the Motor Vehicle Administration and the Comptroller to identify and compile
33 certain information and report to certain committees of the General Assembly on or
34 before a certain date; providing for a delayed effective date for certain provisions of
35 this Act; providing for the construction and application of certain provisions of this
36 Act; providing for the termination of certain provisions of this Act; making
37 conforming changes; defining certain terms; and generally relating to peer-to-peer
38 car sharing.

39 BY repealing and reenacting, with amendments,

40 Article – Commercial Law

41 Section 14-2101

42 Annotated Code of Maryland

43 (2013 Replacement Volume and 2017 Supplement)

44 BY repealing and reenacting, without amendments,

45 Article – Insurance

1 Section 10–601(a) and (e)
 2 Annotated Code of Maryland
 3 (2017 Replacement Volume)

4 BY repealing and reenacting, with amendments,
 5 Article – Insurance
 6 Section 10–601(c) and 19–512
 7 Annotated Code of Maryland
 8 (2017 Replacement Volume)

9 BY adding to
 10 Article – Insurance
 11 Section 10–6A–01 through 10–6A–07 to be under the new subtitle “Subtitle 6A.
 12 Peer-to-Peer Car Sharing Programs”; and 19–520
 13 Annotated Code of Maryland
 14 (2017 Replacement Volume)

15 ~~BY repealing and reenacting, without amendments,~~
 16 ~~Article – Transportation~~
 17 ~~Section 11–148.1(a)~~
 18 ~~Annotated Code of Maryland~~
 19 ~~(2012 Replacement Volume and 2017 Supplement)~~

20 BY repealing and reenacting, with amendments,
 21 Article – Transportation
 22 Section 18–101 and 11–148.1(b) and 18–108(a); and
 23 Annotated Code of Maryland
 24 (2012 Replacement Volume and 2017 Supplement)

25 BY adding to
 26 Article – Transportation
 27 Section 18.5–101 through 18.5–110 to be under the new subtitle title “Subtitle Title
 28 18.5. Peer-to-Peer Car Sharing Programs”
 29 Annotated Code of Maryland
 30 (2012 Replacement Volume and 2017 Supplement)

31 BY repealing and reenacting, with amendments,
 32 Article – Tax – General
 33 Section 11–101(l)(4) and 11–104(c)(1)
 34 Annotated Code of Maryland
 35 (2016 Replacement Volume and 2017 Supplement)

36 BY repealing and reenacting, without amendments,
 37 Article – Tax – General
 38 Section 11–104(a)
 39 Annotated Code of Maryland
 40 (2016 Replacement Volume and 2017 Supplement)

1 BY adding to
2 Article – Tax – General
3 Section 11–104(c–1)
4 Annotated Code of Maryland
5 (2016 Replacement Volume and 2017 Supplement)

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

8 Article – Commercial Law

9 14–2101.

10 (a) (1) In this section the following words have the meanings indicated.

11 (2) “CAR SHARING PERIOD” HAS THE MEANING STATED IN § 19–520
12 OF THE INSURANCE ARTICLE.

13 (3) “Collision damage waiver” means:

14 (I) WITH RESPECT TO A RENTAL AGREEMENT, any contract,
15 whether separate from or part of a rental agreement, in which the lessor agrees, for a
16 charge, to waive all or part of any claims against the lessee for damages to the rental motor
17 vehicle during the term of the rental agreement; AND

18 (II) WITH RESPECT TO A PEER–TO–PEER CAR SHARING
19 PROGRAM AGREEMENT, A PROVISION IN THE PEER–TO–PEER CAR SHARING
20 PROGRAM AGREEMENT IN WHICH IT IS AGREED, FOR A CHARGE, THAT ALL OR PART
21 OF ANY CLAIMS AGAINST A SHARED VEHICLE DRIVER FOR DAMAGES TO A SHARED
22 MOTOR VEHICLE DURING A CAR SHARING PERIOD ARE WAIVED.

23 [(3)] (4) “Lessee” means any person obtaining the use of a rental motor
24 vehicle from a lessor under the terms of a rental agreement.

25 [(4)] (5) “Lessor” means any person in the business of providing rental
26 motor vehicles to the public.

27 [(5)] (6) “Passenger car” means any motor vehicle that is a Class A
28 (passenger) vehicle under § 13–912 of the Transportation Article, or any motor vehicle that
29 is a Class M (multipurpose) vehicle under § 13–937 of the Transportation Article if the
30 vehicle is used primarily for transporting passengers.

31 (7) “PEER–TO–PEER CAR SHARING PROGRAM AGREEMENT” HAS THE
32 MEANING STATED IN § 19–520 OF THE INSURANCE ARTICLE.

1 ~~[(6)] (8)~~ “Rental agreement” means a written agreement setting forth the
2 terms and conditions governing the use of a rental motor vehicle by a lessee for a period of
3 less than 180 days.

4 ~~[(7)] (9)~~ “Rental motor vehicle” means a passenger car which, on
5 execution of a rental agreement, is made available to a lessee for the lessee’s use.

6 **(10) “SHARED MOTOR VEHICLE” HAS THE MEANING STATED IN §**
7 **19-520 OF THE INSURANCE ARTICLE.**

8 **(11) “SHARED VEHICLE DRIVER” HAS THE MEANING STATED IN §**
9 **19-520 OF THE INSURANCE ARTICLE.**

10 (b) The Division shall develop a form for collision damage waivers **FOR LESSORS**
11 **AND FOR PEER-TO-PEER CAR SHARING PROGRAMS**, and shall make it available to all
12 lessors **AND PEER-TO-PEER CAR SHARING PROGRAMS** in the State.

13 (c) The form shall meet the requirements specified in subsection (e) of this
14 section.

15 (d) (1) A lessor may not deliver or issue for delivery in this State a rental motor
16 vehicle agreement containing a collision damage waiver, unless the lessor uses a separate
17 collision damage waiver form provided by the Division that meets the requirements
18 specified in subsection (e) of this section.

19 **(2) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT DELIVER OR**
20 **ISSUE FOR DELIVERY IN THE STATE A PEER-TO-PEER CAR SHARING PROGRAM**
21 **AGREEMENT CONTAINING A COLLISION DAMAGE WAIVER, UNLESS THE**
22 **PEER-TO-PEER CAR SHARING PROGRAM USES A SEPARATE COLLISION DAMAGE**
23 **WAIVER FORM PROVIDED BY THE DIVISION THAT MEETS THE REQUIREMENTS**
24 **SPECIFIED IN SUBSECTION (E) OF THIS SECTION.**

25 (e) The collision damage waiver form shall contain the following requirements:

26 (1) The collision damage waiver shall be understandable and written in
27 simple and readable plain language;

28 (2) The terms of the collision damage waiver, including, but not limited to,
29 any conditions or exclusions applicable to the collision damage waiver, shall be prominently
30 displayed;

31 (3) All restrictions, conditions, or provisions in, or endorsed on, the collision
32 damage waiver are printed in type at least as large as Brevier or 10 point type;

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

3 (B) “AUTHORIZED REPRESENTATIVE” MEANS AN INDEPENDENT
4 CONTRACTOR OF A PEER-TO-PEER CAR SHARING PROGRAM.

5 (C) “CAR SHARING PERIOD” HAS THE MEANING STATED IN § 19-520 OF THIS
6 ARTICLE.

7 (D) “PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT” HAS THE
8 MEANING STATED IN § 19-520 OF THIS ARTICLE.

9 (E) “PEER-TO-PEER CAR SHARING PROGRAM” MEANS A PEER-TO-PEER
10 CAR SHARING PROGRAM, AS DEFINED IN § 19-520 OF THIS ARTICLE, THAT SELLS OR
11 OFFERS A MOTOR VEHICLE LIABILITY INSURANCE POLICY ISSUED BY AN INSURER
12 UNDER § 19-520 OF THIS ARTICLE.

13 (F) “SHARED VEHICLE DRIVER” HAS THE MEANING STATED IN § 19-520 OF
14 THIS ARTICLE.

15 (G) “VEHICLE” MEANS A MOTOR VEHICLE:

16 (1) OF THE PRIVATE PASSENGER TYPE, INCLUDING PASSENGER VANS,
17 MINIVANS, AND SPORT UTILITY VEHICLES; OR

18 (2) OF THE CARGO TYPE, INCLUDING CARGO VANS, PICKUP TRUCKS,
19 AND TRUCKS THAT DO NOT REQUIRE THE OPERATOR TO POSSESS A COMMERCIAL
20 DRIVER’S LICENSE.

21 10-6A-02.

22 (A) A PEER-TO-PEER CAR SHARING PROGRAM SHALL HOLD A LIMITED
23 LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO,
24 THE RESERVATION OF A SHARED MOTOR VEHICLE THROUGH THE PEER-TO-PEER
25 CAR SHARING PROGRAM BEFORE THE PEER-TO-PEER CAR SHARING PROGRAM OR
26 ITS EMPLOYEES OR AUTHORIZED REPRESENTATIVES MAY SELL OR OFFER ANY
27 POLICIES OF INSURANCE IN THE STATE TO A SHARED VEHICLE DRIVER IN
28 CONNECTION WITH, AND INCIDENTAL TO, A PEER-TO-PEER CAR SHARING PROGRAM
29 AGREEMENT.

30 (B) A LIMITED LINES LICENSE ISSUED UNDER THIS SUBTITLE TO SELL
31 INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO, THE PEER-TO-PEER CAR
32 SHARING PROGRAM AGREEMENT SHALL AUTHORIZE ANY EMPLOYEE AND ANY
33 AUTHORIZED REPRESENTATIVE OF THE PEER-TO-PEER CAR SHARING PROGRAM

1 WHO IS TRAINED, UNDER § 10-6A-04(A)(4) OF THIS SUBTITLE, TO ACT ON BEHALF
2 OF, AND UNDER THE SUPERVISION OF, A PEER-TO-PEER CAR SHARING PROGRAM,
3 WITH RESPECT TO THE KINDS OF INSURANCE SPECIFIED IN § 10-6A-04(B)(2) OF
4 THIS SUBTITLE.

5 (C) THE ACTS OF AN EMPLOYEE OR AUTHORIZED REPRESENTATIVE
6 OFFERING OR SELLING INSURANCE COVERAGE ON BEHALF OF A PEER-TO-PEER
7 CAR SHARING PROGRAM SHALL BE DEEMED THE ACTS OF THE PEER-TO-PEER CAR
8 SHARING PROGRAM FOR THE PURPOSES OF THIS SUBTITLE.

9 (D) A PEER-TO-PEER CAR SHARING PROGRAM HOLDING A LIMITED LINES
10 LICENSE ISSUED UNDER THIS SUBTITLE TO SELL INSURANCE IN CONNECTION WITH,
11 AND INCIDENTAL TO, THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT IS
12 NOT REQUIRED TO TREAT PREMIUMS COLLECTED FROM A SHARED VEHICLE DRIVER
13 WHO PURCHASED INSURANCE FROM THE PEER-TO-PEER CAR SHARING PROGRAM
14 AS FUNDS RECEIVED IN A FIDUCIARY CAPACITY IF:

15 (1) THE INSURER REPRESENTED BY THE PEER-TO-PEER CAR
16 SHARING PROGRAM HAS CONSENTED IN A WRITTEN AGREEMENT, SIGNED BY AN
17 OFFICER OF THE INSURER, THAT THE PREMIUMS DO NOT NEED TO BE SEGREGATED
18 FROM OTHER FUNDS RECEIVED BY THE PEER-TO-PEER CAR SHARING PROGRAM
19 UNDER THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT; AND

20 (2) THE CHARGES FOR INSURANCE COVERAGE ARE ITEMIZED BUT
21 NOT BILLED TO THE SHARED VEHICLE DRIVER SEPARATELY FROM THE CHARGES
22 FOR THE CAR SHARING PERIOD.

23 (E) AN EMPLOYEE OR AN AUTHORIZED REPRESENTATIVE OF A
24 PEER-TO-PEER CAR SHARING PROGRAM WHO OFFERS OR SELLS INSURANCE
25 COVERAGE ON BEHALF OF THE PEER-TO-PEER CAR SHARING PROGRAM:

26 (1) MAY BE COMPENSATED FOR OFFERING OR SELLING INSURANCE
27 COVERAGE UNDER THIS SUBTITLE; BUT

28 (2) MAY NOT BE COMPENSATED IN A MANNER THAT IS BASED SOLELY
29 ON THE NUMBER OF CUSTOMERS WHO PURCHASE MOTOR VEHICLE LIABILITY
30 INSURANCE.

31 (F) THIS SUBTITLE MAY NOT BE CONSTRUED TO PROHIBIT PAYMENT OF
32 COMPENSATION TO AN EMPLOYEE OR AN AUTHORIZED REPRESENTATIVE OF A
33 PEER-TO-PEER CAR SHARING PROGRAM WHO OFFERS OR SELLS INSURANCE
34 COVERAGE ON BEHALF OF THE PEER-TO-PEER CAR SHARING PROGRAM FOR
35 ACTIVITIES THAT ARE INCIDENTAL TO THE EMPLOYEE'S OVERALL ACTIVITIES.

1 (G) A PEER-TO-PEER CAR SHARING PROGRAM THAT HOLDS A LIMITED
2 LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO,
3 THE PEER-TO-PEER CAR SHARING OF A MOTOR VEHICLE ISSUED UNDER THIS
4 SUBTITLE SHALL:

5 (1) MAINTAIN A REGISTER, ON A FORM THE COMMISSIONER
6 REQUIRES, CONTAINING:

7 (I) THE NAMES OF EACH EMPLOYEE OR AUTHORIZED
8 REPRESENTATIVE WHO OFFERS LIMITED LINES INSURANCE ON BEHALF OF THE
9 PEER-TO-PEER CAR SHARING PROGRAM; AND

10 (II) THE BUSINESS ADDRESSES OF ALL LOCATIONS WHERE
11 EMPLOYEES OR AUTHORIZED REPRESENTATIVES OFFER LIMITED LINES INSURANCE
12 ON BEHALF OF THE PEER-TO-PEER CAR SHARING PROGRAM FOR CAR SHARING
13 AGREEMENTS ENTERED INTO IN THE STATE; AND

14 (2) SUBMIT THE REGISTER FOR INSPECTION BY THE COMMISSIONER
15 AS THE COMMISSIONER REQUIRES.

16 10-6A-03.

17 (A) THE COMMISSIONER SHALL ISSUE TO A PEER-TO-PEER CAR SHARING
18 PROGRAM, OR A FRANCHISEE OF A PEER-TO-PEER CAR SHARING PROGRAM, A
19 LIMITED LINES LICENSE AUTHORIZING THE PEER-TO-PEER CAR SHARING
20 PROGRAM TO OFFER OR SELL INSURANCE IN CONNECTION WITH, AND INCIDENTAL
21 TO, A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT IF THE PEER-TO-PEER
22 CAR SHARING PROGRAM:

23 (1) MEETS THE REQUIREMENTS OF § 10-6A-04 OF THIS SUBTITLE;

24 (2) PAYS THE FEES FOR INSURANCE PRODUCERS REQUIRED UNDER §
25 2-112 OF THIS ARTICLE THAT ARE APPLICABLE TO AN INSURANCE PRODUCER
26 LICENSE; AND

27 (3) SUBMITS TO THE COMMISSIONER ANY ADDITIONAL INFORMATION
28 OR DOCUMENTATION THAT THE COMMISSIONER REQUIRES, INCLUDING ANY
29 INFORMATION OR DOCUMENTATION NEEDED TO DETERMINE THE PROFESSIONAL
30 COMPETENCE, GOOD CHARACTER, AND TRUSTWORTHINESS OF THE PEER-TO-PEER
31 CAR SHARING PROGRAM.

32 (B) A LIMITED LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH,
33 AND INCIDENTAL TO, THE PEER-TO-PEER CAR SHARING OF A MOTOR VEHICLE
34 ISSUED UNDER THIS SUBTITLE IS SUBJECT TO THE SAME TERM AND RENEWAL

1 CONDITIONS SPECIFIED FOR AN INSURANCE PRODUCER LICENSE UNDER § 10-115
2 OF THIS TITLE.

3 10-6A-04.

4 (A) A LIMITED LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH,
5 AND INCIDENTAL TO, THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT
6 ISSUED UNDER THIS SUBTITLE AUTHORIZES THE PEER-TO-PEER CAR SHARING
7 PROGRAM TO OFFER OR SELL, IN CONNECTION WITH, AND INCIDENTAL TO, A
8 PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT, THE INSURANCE PRODUCTS
9 SPECIFIED IN SUBSECTION (B) OF THIS SECTION IF:

10 (1) THE POLICIES HAVE BEEN FILED WITH AND APPROVED BY THE
11 COMMISSIONER AS COMPLIANT WITH § 19-520(D) OF THIS ARTICLE;

12 (2) THE PEER-TO-PEER CAR SHARING PROGRAM HOLDS AN
13 APPOINTMENT WITH EACH AUTHORIZED INSURER, UNDER § 10-118 OF THIS TITLE,
14 THAT THE PEER-TO-PEER CAR SHARING PROGRAM INTENDS TO REPRESENT;

15 (3) PRIOR TO COMPLETION OF THE PEER-TO-PEER CAR SHARING
16 TRANSACTION, AN EMPLOYEE OR AUTHORIZED REPRESENTATIVE OF THE
17 PEER-TO-PEER CAR SHARING PROGRAM PROVIDES TO THE SHARED VEHICLE
18 DRIVER DISCLOSURES APPROVED BY THE COMMISSIONER THAT:

19 (I) SUMMARIZE, CLEARLY AND CORRECTLY, THE MATERIAL
20 TERMS OF COVERAGE, INCLUDING LIMITATIONS OR EXCLUSIONS;

21 (II) IDENTIFY THE AUTHORIZED INSURER OR INSURERS;

22 (III) SPECIFY THAT THE POLICIES OFFERED BY THE
23 PEER-TO-PEER CAR SHARING PROGRAM MAY PROVIDE A DUPLICATION OF
24 COVERAGE ALREADY PROVIDED BY A SHARED VEHICLE DRIVER'S PERSONAL
25 AUTOMOBILE INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, PERSONAL
26 LIABILITY INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE;

27 (IV) SPECIFY THAT THE PURCHASE OF THE COVERAGE OFFERED
28 BY THE PEER-TO-PEER CAR SHARING PROGRAM IS NOT REQUIRED IN ORDER FOR
29 THE SHARED VEHICLE DRIVER TO PARTICIPATE IN THE PEER-TO-PEER CAR SHARE;

30 (V) DESCRIBE THE PROCESS BY WHICH THE SHARED VEHICLE
31 DRIVER CAN FILE A CLAIM; AND

1 (VI) SPECIFY THAT ANY EXCESS LIABILITY COVERAGE
2 PURCHASED BY THE SHARED VEHICLE DRIVER MAY DUPLICATE COVERAGE
3 REQUIRED TO BE PROVIDED UNDER § 18.5-102 OF THE TRANSPORTATION ARTICLE;

4 (4) THE PEER-TO-PEER CAR SHARING PROGRAM PROVIDES A
5 TRAINING PROGRAM, APPROVED BY THE COMMISSIONER, FOR EACH EMPLOYEE OR
6 AUTHORIZED REPRESENTATIVE WHO SELLS, SOLICITS, OR NEGOTIATES INSURANCE
7 COVERAGE UNDER THIS SUBTITLE THAT INCLUDES:

8 (I) INSTRUCTION ABOUT THE KINDS OF INSURANCE SPECIFIED
9 IN SUBSECTION (B) OF THIS SECTION THAT CAN BE OFFERED TO SHARED VEHICLE
10 DRIVERS;

11 (II) INSTRUCTION THAT THE EMPLOYEE OR AUTHORIZED
12 REPRESENTATIVE IS REQUIRED TO INFORM A SHARED VEHICLE DRIVER THAT THE
13 PURCHASE OF ANY INSURANCE FROM THE PEER-TO-PEER CAR SHARING PROGRAM
14 IS NOT REQUIRED IN ORDER FOR THE SHARED VEHICLE DRIVER TO PARTICIPATE IN
15 THE PEER-TO-PEER CAR SHARE; AND

16 (III) INSTRUCTION THAT THE EMPLOYEE OR AUTHORIZED
17 REPRESENTATIVE IS REQUIRED TO INFORM A SHARED VEHICLE DRIVER THAT THE
18 SHARED VEHICLE DRIVER MAY HAVE INSURANCE POLICIES THAT ALREADY PROVIDE
19 THE COVERAGE BEING OFFERED BY THE PEER-TO-PEER CAR SHARING PROGRAM;
20 AND

21 (5) AN EMPLOYEE OR AUTHORIZED REPRESENTATIVE WHO OFFERS
22 OR SELLS INSURANCE COVERAGE ON BEHALF OF THE PEER-TO-PEER CAR SHARING
23 PROGRAM INFORMS A SHARED VEHICLE DRIVER THAT THE POLICIES OFFERED BY
24 THE PEER-TO-PEER CAR SHARING PROGRAM MAY DUPLICATE COVERAGE ALREADY
25 PROVIDED BY THE SHARED VEHICLE DRIVER'S PERSONAL AUTOMOBILE INSURANCE
26 POLICY, HOMEOWNER'S INSURANCE POLICY, PERSONAL LIABILITY INSURANCE
27 POLICY, OR OTHER SOURCE OF COVERAGE.

28 (B) A LIMITED LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH,
29 AND INCIDENTAL TO, A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT
30 ISSUED UNDER THIS SUBTITLE AUTHORIZES THE PEER-TO-PEER CAR SHARING
31 PROGRAM TO OFFER OR SELL INSURANCE POLICIES UNDER THIS SUBTITLE THAT
32 ARE:

33 (1) IN THE AMOUNT OF, IN EXCESS OF, OR OPTIONAL TO THE
34 COVERAGES REQUIRED TO BE PROVIDED UNDER § 19-520(D)(1) OF THIS ARTICLE;
35 AND

36 (2) ONE OF THE FOLLOWING KINDS OF INSURANCE:

- 1 **(I) BODILY INJURY LIABILITY;**
2 **(II) PROPERTY DAMAGE LIABILITY;**
3 **(III) UNINSURED MOTORIST INSURANCE; OR**
4 **(IV) IF APPROVED BY THE COMMISSIONER, ANY OTHER**
5 **INSURANCE COVERAGE THAT IS APPROPRIATE IN CONNECTION WITH A**
6 **PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT.**

7 **10-6A-05.**

8 **(A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, AN**
9 **INSURANCE POLICY SOLD IN CONNECTION WITH, AND INCIDENTAL TO, A**
10 **PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT UNDER THE PROVISIONS OF**
11 **THIS SUBTITLE IS PRIMARY TO ANY OTHER VALID AND COLLECTIBLE COVERAGE.**

12 **(B) ANY INSURANCE SOLD TO A SHARED VEHICLE DRIVER UNDER THE**
13 **PROVISIONS OF THIS SUBTITLE IS NOT PRIMARY TO THE COVERAGE PROVIDED BY**
14 **THE PEER-TO-PEER CAR SHARING PROGRAM UNDER § 19-520(D)(1) OF THIS**
15 **ARTICLE.**

16 **10-6A-06.**

17 **(A) THE COMMISSIONER MAY REFUSE TO ISSUE A LIMITED LINES LICENSE**
18 **OR SUSPEND, REVOKE, OR REFUSE TO RENEW A LIMITED LINES LICENSE TO SELL**
19 **INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO, A PEER-TO-PEER CAR**
20 **SHARING PROGRAM AGREEMENT ISSUED UNDER THIS SUBTITLE AFTER NOTICE AND**
21 **OPPORTUNITY FOR A HEARING UNDER TITLE 2, SUBTITLE 2 OF THIS ARTICLE IF THE**
22 **PEER-TO-PEER CAR SHARING PROGRAM OR AN EMPLOYEE OR AUTHORIZED**
23 **REPRESENTATIVE OF THE PEER-TO-PEER CAR SHARING PROGRAM HAS:**

24 **(1) WILLFULLY VIOLATED THIS ARTICLE OR ANOTHER STATE LAW**
25 **THAT RELATES TO INSURANCE;**

26 **(2) OPERATED WITHOUT A LIMITED LINES LICENSE TO SELL**
27 **INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO, A PEER-TO-PEER CAR**
28 **SHARING PROGRAM AGREEMENT AS REQUIRED UNDER THIS SUBTITLE;**

29 **(3) FAILED TO PROVIDE REQUIRED DISCLOSURES;**

30 **(4) OFFERED OR SOLD UNAPPROVED INSURANCE PRODUCTS;**

1 **(5) FAILED TO HOLD AN APPOINTMENT WITH THE INSURER;**

2 **(6) FAILED TO TRAIN EMPLOYEES AND AUTHORIZED**
3 **REPRESENTATIVES SELLING OR SOLICITING, OR NEGOTIATING THE SALE OF,**
4 **INSURANCE PRODUCTS ON BEHALF OF THE PEER-TO-PEER CAR SHARING**
5 **PROGRAM; OR**

6 **(7) MISREPRESENTED PERTINENT FACTS OR POLICY PROVISIONS**
7 **THAT RELATE TO THE COVERAGE OFFERED OR SOLD UNDER THIS SUBTITLE.**

8 **(B) A PEER-TO-PEER CAR SHARING PROGRAM AND ITS EMPLOYEES AND**
9 **AUTHORIZED REPRESENTATIVES MAY NOT ADVERTISE, REPRESENT, OR OTHERWISE**
10 **HOLD ITSELF OUT AS AN AUTHORIZED INSURER, OR AS AN INSURANCE PRODUCER,**
11 **FOR ANY KIND OR SUBDIVISION OF INSURANCE.**

12 **(C) INSTEAD OF, OR IN ADDITION TO, SUSPENDING OR REVOKING A LIMITED**
13 **LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO, A**
14 **PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT, THE COMMISSIONER MAY:**

15 **(1) IMPOSE ON THE PEER-TO-PEER CAR SHARING PROGRAM A**
16 **PENALTY OF NOT LESS THAN \$100 BUT NOT MORE THAN \$2,500 FOR EACH**
17 **VIOLATION OF THIS SUBTITLE; AND**

18 **(2) REQUIRE THAT RESTITUTION BE MADE TO ANY PERSON WHO HAS**
19 **SUFFERED FINANCIAL INJURY BECAUSE OF THE VIOLATION OF THIS ARTICLE.**

20 **10-6A-07.**

21 **THE COMMISSIONER MAY ADOPT REGULATIONS TO CARRY OUT THE**
22 **PROVISIONS OF THIS SUBTITLE, INCLUDING REGULATIONS CONCERNING:**

23 **(1) THE FORM AND CONTENT OF REQUIRED DISCLOSURES TO SHARED**
24 **VEHICLE DRIVERS;**

25 **(2) THE TRAINING REQUIREMENTS FOR EMPLOYEES AND**
26 **AUTHORIZED REPRESENTATIVES OF A PEER-TO-PEER CAR SHARING PROGRAM;**
27 **AND**

28 **(3) THE QUALIFICATIONS OF THE INDIVIDUALS WHO PROVIDE**
29 **TRAINING FOR EMPLOYEES AND AUTHORIZED REPRESENTATIVES OF A**
30 **PEER-TO-PEER CAR SHARING PROGRAM.**

31 **19-512.**

1 (a) (1) Each insurer that issues, sells, or delivers a motor vehicle insurance
2 policy in the State shall offer collision coverage for damage to insured motor vehicles subject
3 to deductibles of \$50 to \$250 in \$50 increments.

4 (2) Collision coverage shall provide insurance, without regard to fault,
5 against accidental property damage to the insured motor vehicle caused by physical contact
6 of the insured motor vehicle with another motor vehicle or other object or by upset of the
7 insured motor vehicle, if the motor vehicle accident occurs in a state, Canada, or Mexico.

8 (b) (1) In this subsection, “passenger car” means a motor vehicle that is:

9 (i) a Class A (passenger) vehicle under § 13–912 of the
10 Transportation Article; or

11 (ii) a Class M (multipurpose) vehicle under § 13–937 of the
12 Transportation Article used primarily for transporting passengers.

13 (2) If a private passenger motor vehicle insurance policy issued, sold, or
14 delivered in the State includes:

15 (i) collision coverage under this section, the motor vehicles insured
16 under that coverage shall include any passenger car that is rented **OR USED** by an insured
17 for a period of 30 days or less under a rental agreement **OR A PEER–TO–PEER CAR**
18 **SHARING PROGRAM AGREEMENT** as otherwise defined in § 14–2101 of the Commercial
19 Law Article; or

20 (ii) comprehensive coverage, the motor vehicles insured under that
21 coverage shall include any replacement vehicle as defined under § 18–102(a)(2)(i) **OR §**
22 **18.5–102(A)(2)(I)** of the Transportation Article.

23 (3) Each insurer that provides a private passenger motor vehicle insurance
24 policy that includes collision coverage shall give the insured a separate notice written in
25 boldface type that the insured does not need a collision damage waiver or any additional
26 collision coverage when renting **OR PEER–TO–PEER CAR SHARING** a passenger car for a
27 period of 30 days or less during the term of the policy.

28 (4) An insurer may not deny coverage to an insured for collision damage to
29 a rental passenger car because:

30 (i) the motor vehicle accident involved an uninsured motorist; or

31 (ii) the identity of the motor vehicle causing the damage cannot be
32 ascertained.

1 (c) An insurer may offer to provide to the insured coverage for damages incurred
 2 by the insured as a result of the loss of use of a rental vehicle OR A SHARED MOTOR
 3 VEHICLE that sustains collision damage while rented by the insured.

4 **19-520.**

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

7 (2) “CAR SHARING DELIVERY PERIOD” MEANS THE PERIOD OF TIME
 8 DURING WHICH A SHARED MOTOR VEHICLE IS BEING DELIVERED TO THE LOCATION
 9 OF THE CAR SHARING START TIME, AS DOCUMENTED BY THE SHARED VEHICLE
 10 OWNER UNDER A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT.

11 ~~(2)~~ (3) “CAR SHARING PERIOD” MEANS THE PERIOD OF TIME THAT
 12 COMMENCES AT THE CAR SHARING START TIME WITH THE CAR SHARING DELIVERY
 13 PERIOD AND ENDS AT THE CAR SHARING TERMINATION TIME.

14 ~~(3)~~ (4) “CAR SHARING START TIME” MEANS THE TIME WHEN A
 15 SHARED MOTOR VEHICLE BECOMES SUBJECT TO THE CONTROL OF THE SHARED
 16 VEHICLE DRIVER AT OR AFTER THE TIME THE RESERVATION OF A SHARED MOTOR
 17 VEHICLE IS SCHEDULED TO BEGIN AS DOCUMENTED IN THE RECORDS OF A
 18 PEER-TO-PEER CAR SHARING PROGRAM.

19 ~~(4)~~ (5) “CAR SHARING TERMINATION TIME” MEANS:

20 (I) THE TIME WHEN THE SHARED MOTOR VEHICLE IS
 21 RETURNED TO THE LOCATION DESIGNATED BY THE SHARED VEHICLE OWNER
 22 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM; AND

23 (II) THE EARLIEST OF THE FOLLOWING OCCURS:

24 ~~(I)~~ 1. THE EXPIRATION OF THE AGREED PERIOD OF TIME
 25 ESTABLISHED FOR THE USE OF ~~A~~ THE SHARED MOTOR VEHICLE;

26 ~~(II)~~ 2. THE INTENT TO TERMINATE THE USE OF ~~A~~ THE
 27 SHARED MOTOR VEHICLE IS VERIFIABLY COMMUNICATED TO ~~A~~ THE PEER-TO-PEER
 28 CAR SHARING PROGRAM; OR

29 ~~(III)~~ 3. THE SHARED VEHICLE OWNER ~~OF A SHARED VEHICLE,~~
 30 OR THE SHARED VEHICLE OWNER’S AUTHORIZED DESIGNEE, TAKES POSSESSION
 31 AND CONTROL OF THE SHARED MOTOR VEHICLE.

1 ~~(5)~~ (6) “INTENTIONAL OR FRAUDULENT MATERIAL
2 MISREPRESENTATION” MEANS AN AFFIRMATIVE STATEMENT OR AN OMISSION BY A
3 SHARED VEHICLE OWNER THAT MISREPRESENTS MATERIAL FACTS ABOUT THE
4 SHARED VEHICLE OWNER OR THE SHARED MOTOR VEHICLE.

5 ~~(6)~~ (7) “MOTOR VEHICLE” HAS THE MEANING STATED IN § 11-135
6 OF THE TRANSPORTATION ARTICLE.

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

10 ~~(8)~~ (9) “PEER-TO-PEER CAR SHARING PROGRAM” MEANS A
11 PLATFORM THAT IS IN THE BUSINESS OF CONNECTING VEHICLE OWNERS WITH
12 DRIVERS TO ENABLE THE SHARING OF MOTOR VEHICLES FOR FINANCIAL
13 CONSIDERATION.

14 (10) “PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT” MEANS
15 THE WRITTEN TERMS AND CONDITIONS APPLICABLE TO A SHARED VEHICLE OWNER
16 AND A SHARED VEHICLE DRIVER THAT GOVERN THE USE OF A SHARED VEHICLE
17 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM UNDER THE PROVISIONS OF
18 THIS SECTION AND TITLE 18.5 OF THE TRANSPORTATION ARTICLE.

19 ~~(9)~~ (11) “SHARED MOTOR VEHICLE” MEANS A MOTOR VEHICLE THAT
20 IS AVAILABLE FOR SHARING THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.

21 ~~(10)~~ (12) “SHARED VEHICLE DRIVER” MEANS AN INDIVIDUAL WHO
22 HAS:

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

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

27 ~~(11)~~ (13) “SHARED VEHICLE OWNER” MEANS THE REGISTERED
28 OWNER OF A MOTOR VEHICLE MADE AVAILABLE FOR SHARING TO SHARED VEHICLE
29 DRIVERS THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.

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

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

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

7 (III) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT BE
 8 CONSIDERED TO BE:

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

11 2. A MOTOR VEHICLE RENTAL COMPANY UNDER TITLE
 12 10, SUBTITLE 6 OF THIS ARTICLE.

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

16 ~~(3) THE SUBJECT TO SUBSECTION (E)(1) OF THIS SECTION, THE USE~~
 17 ~~OF A SHARED MOTOR VEHICLE THROUGH A PEER-TO-PEER CAR SHARING PROGRAM~~
 18 ~~DOES NOT CONSTITUTE A COMMERCIAL USE SOLELY ON THE BASIS THAT THE MOTOR~~
 19 ~~VEHICLE IS AVAILABLE FOR SHARING OR USED THROUGH A PEER-TO-PEER CAR~~
 20 ~~SHARING PROGRAM.~~

21 (C) (1) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS
 22 PARAGRAPH, A PEER-TO-PEER CAR SHARING PROGRAM SHALL ASSUME THE
 23 LIABILITY OF A SHARED VEHICLE OWNER FOR ANY BODILY INJURY OR PROPERTY
 24 DAMAGE TO THIRD PARTIES, OR UNINSURED AND UNDERINSURED MOTORIST OR
 25 PERSONAL INJURY PROTECTION LOSSES, OR INJURY TO THIRD PARTIES DURING
 26 THE CAR SHARING PERIOD IN AN AMOUNT STATED IN THE PEER-TO-PEER CAR
 27 SHARING PROGRAM AGREEMENT, WHICH AMOUNT MAY NOT BE LESS THAN THE
 28 MINIMUM AMOUNT OF SECURITY REQUIRED UNDER § 17-103 OF THE
 29 TRANSPORTATION ARTICLE.

30 (II) ~~THE~~ EXCEPT FOR THE MINIMUM SECURITY REQUIRED
 31 UNDER § 17-103 OF THE TRANSPORTATION ARTICLE FOR ANY INJURED PERSON
 32 WHO DID NOT MAKE THE INTENTIONAL OR FRAUDULENT MISREPRESENTATION, THE
 33 ASSUMPTION OF LIABILITY UNDER PARAGRAPH (1) OF THIS SUBSECTION DOES NOT
 34 APPLY IF THE SHARED VEHICLE OWNER MADE AN INTENTIONAL OR FRAUDULENT
 35 MATERIAL MISREPRESENTATION TO THE PEER-TO-PEER CAR SHARING PROGRAM
 36 BEFORE THE CAR SHARING PERIOD IN WHICH THE LOSS OCCURRED.

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

2 **(I) LIMITS THE LIABILITY OF THE PEER-TO-PEER CAR**
3 **SHARING PROGRAM FOR ANY ACT OR OMISSION OF THE PEER-TO-PEER CAR**
4 **SHARING PROGRAM ITSELF THAT RESULTS IN INJURY TO ANY PERSON AS A RESULT**
5 **OF THE USE OF A SHARED MOTOR VEHICLE THROUGH A PEER-TO-PEER CAR**
6 **SHARING PROGRAM; OR**

7 **(II) LIMITS THE ABILITY OF THE PEER-TO-PEER CAR SHARING**
8 **PROGRAM TO, BY CONTRACT, SEEK INDEMNIFICATION FROM THE SHARED VEHICLE**
9 **OWNER OR THE SHARED VEHICLE DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE**
10 **PEER-TO-PEER CAR SHARING PROGRAM RESULTING FROM A BREACH OF THE**
11 **TERMS AND CONDITIONS OF THE PEER-TO-PEER CAR SHARING PROGRAM**
12 **AGREEMENT.**

13 **(3) EACH PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT**
14 **MADE WITH RESPECT TO A CAR SHARING ARRANGEMENT IN THE STATE SHALL**
15 **DISCLOSE TO THE SHARED VEHICLE OWNER AND THE SHARED VEHICLE DRIVER:**

16 **(I) ANY RIGHT OF THE PEER-TO-PEER CAR SHARING PROGRAM**
17 **TO SEEK INDEMNIFICATION FROM THE SHARED VEHICLE OWNER OR THE SHARED**
18 **VEHICLE DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE PEER-TO-PEER CAR**
19 **SHARING PROGRAM RESULTING FROM A BREACH OF THE TERMS AND CONDITIONS**
20 **OF THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT; ~~AND~~**

21 **(II) THAT A MOTOR VEHICLE LIABILITY INSURANCE POLICY**
22 **ISSUED TO THE SHARED VEHICLE OWNER FOR THE SHARED MOTOR VEHICLE OR TO**
23 **THE SHARED VEHICLE DRIVER DOES NOT PROVIDE A DEFENSE OR**
24 **INDEMNIFICATION FOR ANY CLAIM ASSERTED BY THE PEER-TO-PEER CAR SHARING**
25 **PROGRAM UNDER ITEM (I) OF THIS PARAGRAPH;**

26 **(III) THAT THE PEER-TO-PEER CAR SHARING PROGRAM'S**
27 **INSURANCE COVERAGE ON THE SHARED VEHICLE OWNER AND THE SHARED**
28 **VEHICLE DRIVER IS IN EFFECT ONLY DURING EACH CAR SHARING PERIOD AND**
29 **THAT, FOR ANY USE OF THE SHARED MOTOR VEHICLE BY THE SHARED VEHICLE**
30 **DRIVER AFTER THE CAR SHARING TERMINATION TIME, THE SHARED VEHICLE**
31 **DRIVER AND THE SHARED VEHICLE OWNER SHOULD CONTACT THE SHARED**
32 **VEHICLE DRIVER'S OR THE SHARED VEHICLE OWNER'S INSURER ABOUT INSURANCE**
33 **COVERAGE;**

34 **(IV) THAT THE PEER-TO-PEER CAR SHARING PROGRAM'S**
35 **MOTOR VEHICLE LIABILITY INSURANCE POLICY MAY BE EXCLUSIVE FOR THE**
36 **SHARED VEHICLE OWNER AND IS PRIMARY FOR THE SHARED VEHICLE DRIVER, BUT**

1 MAY BE SECONDARY FOR THE SHARED VEHICLE DRIVER IF THE SHARED MOTOR
2 VEHICLE IS USED AS A REPLACEMENT VEHICLE, AS DEFINED IN § 18.5-102(A)(2)(I)
3 OF THE TRANSPORTATION ARTICLE; AND

4 (V) THE DAILY RATE, FEES, ANY INSURANCE COSTS, AND ANY
5 PROTECTION PACKAGE COSTS THAT ARE CHARGED TO THE SHARED VEHICLE
6 OWNER OR THE SHARED VEHICLE DRIVER.

7 (4) AT THE TIME WHEN A VEHICLE OWNER REGISTERS AS A SHARED
8 VEHICLE OWNER ON A PEER-TO-PEER CAR SHARING PROGRAM AND PRIOR TO THE
9 TIME WHEN THE SHARED VEHICLE OWNER MAKES A SHARED MOTOR VEHICLE
10 AVAILABLE FOR CAR SHARING ON THE PEER-TO-PEER CAR SHARING PROGRAM, THE
11 PEER-TO-PEER CAR SHARING PROGRAM SHALL NOTIFY THE SHARED VEHICLE
12 OWNER THAT, IF THE SHARED MOTOR VEHICLE HAS A LIEN AGAINST IT, THE USE OF
13 THE SHARED MOTOR VEHICLE THROUGH A PEER-TO-PEER CAR SHARING PROGRAM,
14 INCLUDING USE WITHOUT PHYSICAL DAMAGE COVERAGE, MAY VIOLATE THE TERMS
15 OF THE CONTRACT WITH THE LIENHOLDER.

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

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

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

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

29 (2) THE INSURANCE DESCRIBED UNDER PARAGRAPH (1) OF THIS
30 SUBSECTION MAY BE SATISFIED BY MOTOR VEHICLE LIABILITY INSURANCE
31 MAINTAINED BY:

32 (I) A SHARED VEHICLE OWNER;

33 (II) A PEER-TO-PEER CAR SHARING PROGRAM; OR

1 (III) BOTH A SHARED VEHICLE OWNER AND A PEER-TO-PEER
2 CAR SHARING PROGRAM.

3 (3) (I) A PEER-TO-PEER CAR SHARING PROGRAM SHALL HAVE AN
4 INSURABLE INTEREST IN A SHARED MOTOR VEHICLE DURING THE CAR SHARING
5 PERIOD.

6 (II) A PEER-TO-PEER CAR SHARING PROGRAM MAY OWN AND
7 MAINTAIN AS THE NAMED INSURED ONE OR MORE POLICIES OF MOTOR VEHICLE
8 LIABILITY INSURANCE THAT PROVIDES COVERAGE IN THE AMOUNT OF, IN EXCESS
9 OF, OR OPTIONAL TO THE MINIMUM AMOUNT OF COVERAGE REQUIRED TO BE
10 PROVIDED UNDER PARAGRAPH (1) OF THIS SUBSECTION, INCLUDING COVERAGE
11 FOR:

12 1. LIABILITIES ASSUMED BY THE PEER-TO-PEER CAR
13 SHARING PROGRAM UNDER A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT;

14 2. ANY LIABILITY OF THE SHARED VEHICLE OWNER;

15 3. DAMAGE OR LOSS TO THE SHARED MOTOR VEHICLE;

16 AND

17 4. ANY LIABILITY OF THE SHARED VEHICLE DRIVER.

18 (III) AN OFFER BY A PEER-TO-PEER CAR SHARING PROGRAM TO
19 PROVIDE COVERAGE TO A SHARED VEHICLE DRIVER IN THE AMOUNT OF, IN EXCESS
20 OF, OR OPTIONAL TO THE MINIMUM AMOUNT OF COVERAGE REQUIRED TO BE
21 PROVIDED UNDER PARAGRAPH (1) OF THIS SUBSECTION, WHETHER ON A
22 STAND-ALONE BASIS OR AS PART OF A FINANCIAL PROTECTION PACKAGE, SHALL BE
23 CONSIDERED THE SALE OR OFFER OF INSURANCE UNDER TITLE 10, SUBTITLE 6A
24 OF THIS ARTICLE.

25 (4) THE INSURANCE DESCRIBED UNDER PARAGRAPH (1) OF THIS
26 SUBSECTION OR AUTHORIZED UNDER PARAGRAPH (3) OF THIS SUBSECTION SHALL:

27 (I) AS TO COVERAGE OF THE SHARED VEHICLE DRIVER, PAY
28 CLAIMS ON A FIRST DOLLAR BASIS; AND

29 (II) BE ISSUED BY:

30 1. AN INSURER AUTHORIZED TO DO BUSINESS IN THE
31 STATE; OR

1 ~~ANY FORM OF SECURITY DESCRIBED UNDER § 17-103 OF THE TRANSPORTATION~~
2 ~~ARTICLE.~~

3 ~~(6) A PEER TO PEER CAR SHARING PROGRAM MAY NOT BE~~
4 ~~CONSIDERED TO BE ENGAGED IN THE BUSINESS OF INSURANCE OR IN THE~~
5 ~~SOLICITATION, SALE, OR NEGOTIATION OF INSURANCE BY:~~

6 ~~(I) ACQUIRING OR SPONSORING A MOTOR VEHICLE INSURANCE~~
7 ~~POLICY REQUIRED UNDER PARAGRAPH (2) OF THIS SUBSECTION OR PERMITTED~~
8 ~~UNDER PARAGRAPH (4) OF THIS SUBSECTION;~~

9 ~~(II) INFORMING A SHARED VEHICLE OWNER OR A SHARED~~
10 ~~VEHICLE DRIVER OF THE EXISTENCE AND TERMS AND CONDITIONS OF THE~~
11 ~~INSURANCE;~~

12 ~~(III) ALLOWING A SHARED VEHICLE OWNER AND A SHARED~~
13 ~~VEHICLE DRIVER TO SELECT DIFFERENT DEGREES OF FINANCIAL PROTECTION AND~~
14 ~~BENEFITS THAT INCLUDE THE INSURANCE; OR~~

15 ~~(IV) RECEIVING REIMBURSEMENT OF THE COST OF THE~~
16 ~~INSURANCE FROM A SHARED VEHICLE OWNER OR A SHARED VEHICLE DRIVER.~~

17 (E) (1) AN AUTHORIZED INSURER THAT WRITES MOTOR VEHICLE
18 LIABILITY INSURANCE IN THE STATE AND THE MARYLAND AUTOMOBILE
19 INSURANCE FUND MAY EXCLUDE ANY AND ALL COVERAGE AND THE DUTY TO
20 DEFEND OR INDEMNIFY FOR ANY CLAIM AFFORDED UNDER A SHARED VEHICLE
21 OWNER'S PERSONAL MOTOR VEHICLE LIABILITY INSURANCE POLICY FOR ANY LOSS
22 OR INJURY THAT OCCURS DURING THE CAR SHARING PERIOD.

23 (2) A MOTOR VEHICLE INSURER THAT ~~UNINTENTIONALLY~~ DEFENDS
24 OR INDEMNIFIES A CLAIM AGAINST A DRIVER THAT IS EXCLUDED UNDER THE TERMS
25 OF ITS POLICY SHALL HAVE ~~A RIGHT OF~~ THE RIGHT TO SEEK CONTRIBUTION
26 AGAINST THE MOTOR VEHICLE INSURER OF THE PEER-TO-PEER CAR SHARING
27 PROGRAM IF THE CLAIM IS:

28 (I) MADE AGAINST THE SHARED VEHICLE OWNER OR THE
29 SHARED VEHICLE DRIVER FOR LOSS OR INJURY THAT OCCURS DURING THE CAR
30 SHARING PERIOD; AND

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

32 (3) NOTHING IN THIS SECTION INVALIDATES OR LIMITS AN
33 EXCLUSION CONTAINED IN A MOTOR VEHICLE LIABILITY INSURANCE POLICY,
34 INCLUDING ANY INSURANCE POLICY IN USE OR APPROVED FOR USE BEFORE

1 **OCTOBER 1, 2018, THAT EXCLUDES COVERAGE FOR MOTOR VEHICLES MADE**
2 **AVAILABLE FOR RENT, SHARING, OR HIRE OR FOR ANY BUSINESS USE.**

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

7 **(I) LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY**
8 **DAMAGE;**

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

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

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

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

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

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

20 **(2) A MOTOR VEHICLE INSURER MAY DENY, CANCEL, VOID,**
21 **TERMINATE, RESCIND, OR NONRENEW A PERSONAL MOTOR VEHICLE LIABILITY**
22 **INSURANCE POLICY COVERING A MOTOR VEHICLE THAT HAS BEEN MADE AVAILABLE**
23 **FOR SHARING THROUGH A PEER-TO-PEER CAR SHARING PROGRAM IF THE**
24 **APPLICANT OR POLICYHOLDER OF THE PERSONAL MOTOR VEHICLE LIABILITY**
25 **INSURANCE FAILS TO PROVIDE COMPLETE AND ACCURATE INFORMATION ABOUT**
26 **THE USE OF A SHARED MOTOR VEHICLE THROUGH THE PEER-TO-PEER CAR**
27 **SHARING PROGRAM AS REQUESTED BY THE MOTOR VEHICLE INSURER DURING THE**
28 **APPLICATION OR RENEWAL PROCESS OF THE MOTOR VEHICLE LIABILITY**
29 **INSURANCE POLICY.**

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

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

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

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

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

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

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

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

22 Article – Transportation

23 ~~11-148.1.~~

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

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

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

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

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

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

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

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

10 (b) ~~“Rental vehicle” does not include:~~

11 ~~(1) A dump truck, as described in § 13-919 of this article;~~

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

13 ~~(3) A farm vehicle exempt from the sales and use tax under § 11-201(a) of~~
 14 ~~the Tax General Article; OR~~

15 ~~(4) A MOTOR VEHICLE WHILE ENGAGED IN A PEER-TO-PEER CAR~~
 16 ~~SHARING PROGRAM UNDER § 19-520 OF THE INSURANCE ARTICLE.~~

17 18-101.

18 (A) In this title, “rent” means to rent or lease for a period not exceeding 180 days.

19 (B) THIS TITLE DOES NOT APPLY TO PEER-TO-PEER CAR SHARING OF A
 20 SHARED MOTOR VEHICLE MADE AVAILABLE ON A PEER-TO-PEER CAR SHARING
 21 PROGRAM, AS DEFINED UNDER § 19-520 OF THE INSURANCE ARTICLE, AND THAT IS
 22 SUBJECT TO TITLE 18.5 OF THIS ARTICLE.

23 18-108.

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

26 (2) “RENTAL VEHICLE COMPANY” DOES NOT INCLUDE A
 27 PEER-TO-PEER CAR SHARING PROGRAM, AS DEFINED UNDER § 19-520 OF THE
 28 INSURANCE ARTICLE, AND THAT IS SUBJECT TO TITLE 18.5 OF THIS ARTICLE.

29 TITLE 18.5. PEER-TO-PEER CAR SHARING PROGRAMS.

1 18.5-101.

2 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS
3 INDICATED.

4 (B) “MOTOR VEHICLE” HAS THE MEANING STATED IN § 11-135 OF THIS
5 ARTICLE.

6 (C) “PEER-TO-PEER CAR SHARING PROGRAM” HAS THE MEANING STATED
7 IN § 19-520 OF THE INSURANCE ARTICLE.

8 (D) “PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT” HAS THE
9 MEANING STATED IN § 19-520 OF THE INSURANCE ARTICLE.

10 (E) “SHARED MOTOR VEHICLE” HAS THE MEANING STATED IN § 19-520 OF
11 THE INSURANCE ARTICLE.

12 (F) “SHARED VEHICLE DRIVER” HAS THE MEANING STATED IN § 19-520 OF
13 THE INSURANCE ARTICLE.

14 (G) “SHARED VEHICLE OWNER” HAS THE MEANING STATED IN § 19-520 OF
15 THE INSURANCE ARTICLE.

16 18.5-102.

17 (A) (1) A PEER-TO-PEER CAR SHARING PROGRAM SHALL ENSURE THAT,
18 DURING EACH CAR SHARING PERIOD, THE SHARED VEHICLE OWNER AND THE
19 SHARED VEHICLE DRIVER ARE INSURED UNDER A MOTOR VEHICLE LIABILITY
20 INSURANCE POLICY IN ACCORDANCE WITH § 19-520 OF THE INSURANCE ARTICLE.

21 (2) (I) IN THIS PARAGRAPH, “REPLACEMENT VEHICLE” MEANS A
22 MOTOR VEHICLE THAT IS USED IN A PEER-TO-PEER CAR SHARING PROGRAM WHILE
23 A MOTOR VEHICLE OWNED BY THE INDIVIDUAL IS NOT IN USE BECAUSE OF LOSS, AS
24 “LOSS” IS DEFINED IN THAT INDIVIDUAL’S APPLICABLE PRIVATE PASSENGER
25 AUTOMOBILE INSURANCE POLICY, OR BECAUSE OF BREAKDOWN, REPAIR, SERVICE,
26 OR DAMAGE.

27 (II) SUBJECT TO SUBPARAGRAPH (III) OF THIS PARAGRAPH, A
28 REPLACEMENT VEHICLE THAT IS MADE AVAILABLE THROUGH A PEER-TO-PEER CAR
29 SHARING PROGRAM MAY BE DEEMED TO HAVE SATISFIED THE REQUIREMENT OF
30 PARAGRAPH (1) OF THIS SUBSECTION BY MAINTAINING THE MINIMUM AMOUNT OF
31 SECURITY REQUIRED UNDER § 17-103 OF THIS ARTICLE THAT IS SECONDARY TO ANY
32 OTHER VALID AND COLLECTIBLE COVERAGE AND THAT EXTENDS COVERAGE TO THE

1 OWNER'S MOTOR VEHICLE IN AMOUNTS REQUIRED UNDER § 17-103(B) OF THIS
2 ARTICLE WHILE IT IS USED AS A REPLACEMENT VEHICLE.

3 (III) FOR A REPLACEMENT VEHICLE THAT IS MADE AVAILABLE
4 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM, THE PEER-TO-PEER CAR
5 SHARING PROGRAM AGREEMENT FOR THE REPLACEMENT VEHICLE TO BE SIGNED
6 BY A SHARED VEHICLE OWNER AND A SHARED VEHICLE DRIVER SHALL CONTAIN A
7 PROVISION ON THE FACE OF THE PEER-TO-PEER CAR SHARING PROGRAM
8 AGREEMENT, IN AT LEAST 10 POINT BOLD TYPE, THAT INFORMS THE SHARED
9 VEHICLE DRIVER AND THE SHARED VEHICLE OWNER THAT THE COVERAGE ON THE
10 VEHICLE BEING SERVICED OR REPAIRED IS PRIMARY COVERAGE FOR THE
11 REPLACEMENT VEHICLE AND THE COVERAGE MAINTAINED BY THE PEER-TO-PEER
12 CAR SHARING PROGRAM ON THE REPLACEMENT VEHICLE IS SECONDARY.

13 (B) NOTWITHSTANDING ANY PROVISION OF A PEER-TO-PEER CAR SHARING
14 PROGRAM AGREEMENT TO THE CONTRARY, THE SECURITY REQUIRED UNDER THIS
15 SECTION SHALL COVER THE SHARED VEHICLE OWNER AND EACH PERSON DRIVING
16 OR USING THE SHARED MOTOR VEHICLE WITH THE PERMISSION OF THE OWNER OR
17 THE PEER-TO-PEER CAR SHARING PROGRAM.

18 18.5-103.

19 (A) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT ENTER INTO A
20 PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT WITH A DRIVER UNLESS THE
21 DRIVER WHO WILL OPERATE THE SHARED MOTOR VEHICLE:

22 (1) HOLDS A DRIVER'S LICENSE ISSUED UNDER TITLE 16 OF THIS
23 ARTICLE THAT AUTHORIZES THE DRIVER TO OPERATE VEHICLES OF THE CLASS OF
24 THE SHARED MOTOR VEHICLE;

25 (2) IS A NONRESIDENT WHO:

26 (i) HAS A DRIVER'S LICENSE ISSUED BY THE STATE OR
27 COUNTRY OF THE DRIVER'S RESIDENCE THAT AUTHORIZES THE DRIVER IN THAT
28 STATE OR COUNTRY TO DRIVE VEHICLES OF THE CLASS OF THE SHARED MOTOR
29 VEHICLE; AND

30 (ii) IS AT LEAST THE SAME AGE AS THAT REQUIRED OF A
31 RESIDENT TO DRIVE; OR

32 (3) OTHERWISE IS SPECIFICALLY AUTHORIZED BY TITLE 16 OF THIS
33 ARTICLE TO DRIVE VEHICLES OF THE CLASS OF THE SHARED MOTOR VEHICLE.

34 (B) A PEER-TO-PEER CAR SHARING PROGRAM SHALL KEEP A RECORD OF:

1 **(1) THE REGISTRATION NUMBER OF THE SHARED MOTOR VEHICLE;**

2 **(2) THE NAME AND ADDRESS OF THE SHARED VEHICLE DRIVER;**

3 **(3) THE NUMBER OF THE DRIVER'S LICENSE OF THE SHARED**
4 **VEHICLE DRIVER AND EACH OTHER PERSON WHO WILL OPERATE THE SHARED**
5 **MOTOR VEHICLE; AND**

6 **(4) THE DATE AND PLACE OF ISSUANCE OF THE DRIVER'S LICENSE.**

7 **(C) ANY POLICE OFFICER OR AUTHORIZED REPRESENTATIVE OF THE**
8 **ADMINISTRATION MAY INSPECT THE RECORDS KEPT UNDER SUBSECTION (B) OF**
9 **THIS SECTION.**

10 **18.5-104.**

11 **(A) IF THE PEER-TO-PEER CAR SHARING PROGRAM KNOWS THAT THE**
12 **VEHICLE'S ODOMETER DOES NOT RECORD CORRECTLY ITS ACTUAL ACCUMULATED**
13 **MILEAGE, A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT, WITH INTENT TO**
14 **DEFRAUD, ENTER INTO A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT**
15 **WITH A SHARED VEHICLE DRIVER FOR WHICH ANY CHARGE IS BASED ON THE**
16 **DISTANCE TRAVELED.**

17 **(B) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT OTHERWISE ENTER**
18 **INTO A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT WITH A SHARED**
19 **VEHICLE DRIVER FOR WHICH ANY CHARGE IS BASED ON THE DISTANCE TRAVELED**
20 **AND DECEIVE THAT SHARED VEHICLE DRIVER AS TO THE DISTANCE THAT THE**
21 **SHARED MOTOR VEHICLE TRAVELED DURING THE CAR SHARING PERIOD.**

22 **(C) A PERSON CONVICTED OF A VIOLATION OF THIS SECTION IS SUBJECT TO**
23 **IMPRISONMENT NOT EXCEEDING 6 MONTHS OR A FINE NOT EXCEEDING \$500 OR**
24 **BOTH.**

25 **18.5-105.**

26 **A PERSON MAY NOT ALLOW A SHARED VEHICLE DRIVER, OR ANY OTHER**
27 **INDIVIDUAL WHO WILL DRIVE A SHARED MOTOR VEHICLE, TO OPERATE THE SHARED**
28 **MOTOR VEHICLE IF THE PERSON KNOWS THAT THE SHARED VEHICLE DRIVER, OR**
29 **OTHER INDIVIDUAL, IS UNDER THE INFLUENCE OF ALCOHOL, IMPAIRED BY**
30 **ALCOHOL, IMPAIRED BY A DRUG, A COMBINATION OF DRUGS, OR A COMBINATION OF**
31 **ONE OR MORE DRUGS AND ALCOHOL, OR IMPAIRED BY A CONTROLLED DANGEROUS**
32 **SUBSTANCE.**

1 18.5-106.

2 IN ACCORDANCE WITH § 5-408 OF THIS ARTICLE, A PEER-TO-PEER CAR
3 SHARING PROGRAM MUST HAVE A CONCESSION FEE AGREEMENT WITH THE
4 MARYLAND AVIATION ADMINISTRATION TO OPERATE AT AN AIRPORT IN THE
5 STATE.

6 18.5-107.

7 (A) A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT SHALL STATE:

8 (1) THE DAILY RATE, FEES, ANY INSURANCE COSTS, AND ANY
9 PROTECTION PACKAGE COSTS THAT ARE CHARGED TO THE SHARED VEHICLE
10 OWNER OR THE SHARED VEHICLE DRIVER; AND

11 (2) THE CAR SHARING PERIOD, AS DEFINED IN § 19-520 OF THE
12 INSURANCE ARTICLE.

13 (B) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT CHARGE A SHARED
14 VEHICLE DRIVER FOR THE USE OF A SHARED MOTOR VEHICLE AFTER THE CAR
15 SHARING PERIOD.

16 (C) IN ADDITION TO ANY REMEDIES OTHERWISE AVAILABLE AT LAW, A
17 VIOLATION OF THIS SECTION SHALL BE AN UNFAIR OR DECEPTIVE TRADE PRACTICE
18 UNDER TITLE 13, SUBTITLE 3 OF THE COMMERCIAL LAW ARTICLE.

19 18.5-108.

20 (A) A PEER-TO-PEER CAR SHARING PROGRAM MAY CHARGE A SHARED
21 VEHICLE DRIVER A SEPARATELY STATED FEE TO RECOVER THE FOLLOWING COSTS
22 INCURRED BY THE PEER-TO-PEER CAR SHARING PROGRAM:

23 (1) ANY CONCESSION FEES PAID TO A GOVERNMENT-OWNED OR
24 GOVERNMENT-OPERATED:

25 (i) AIRPORT; OR

26 (ii) OTHER ENTITY; AND

27 (2) ANY OTHER FEE OR CHARGE IMPOSED BY A GOVERNMENTAL
28 ENTITY.

1 DRIVER AND THE PEER-TO-PEER CAR SHARING PROGRAM ABOUT THE SAFETY
2 RECALL SO THAT THE SHARED VEHICLE OWNER MAY ADDRESS THE SAFETY RECALL
3 REPAIR.

4 18.5-110.

5 (A) AT THE TIME WHEN A VEHICLE OWNER REGISTERS AS A SHARED
6 VEHICLE OWNER ON A PEER-TO-PEER CAR SHARING PROGRAM AND PRIOR TO THE
7 TIME WHEN THE SHARED VEHICLE OWNER MAKES A SHARED MOTOR VEHICLE
8 AVAILABLE FOR CAR SHARING ON THE PEER-TO-PEER CAR SHARING PROGRAM, THE
9 PEER-TO-PEER CAR SHARING PROGRAM SHALL:

10 (1) VERIFY THE AGE OF THE SHARED MOTOR VEHICLE;

11 (2) REQUEST THE SHARED VEHICLE OWNER TO PROVIDE THE DATE
12 OF THE LAST STATE INSPECTION, OR IF THE DATE IS UNKNOWN, THE GENERAL TIME
13 PERIOD OF THE LAST STATE INSPECTION;

14 (3) DISCLOSE IN THE DESCRIPTION OF THE SHARED MOTOR VEHICLE
15 ON THE PEER-TO-PEER CAR SHARING PROGRAM'S WEBSITE THE INFORMATION
16 PROVIDED UNDER ITEM (2) OF THIS SUBSECTION SO THAT POTENTIAL SHARED
17 VEHICLE DRIVERS ARE AWARE OF THE LAST STATE INSPECTION DATE BEFORE THEY
18 ENTER INTO A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT; AND

19 (4) NOTIFY THE SHARED VEHICLE OWNER OF THE REQUIREMENTS
20 UNDER SUBSECTION (B) OF THIS SECTION.

21 (B) (1) A SHARED VEHICLE OWNER MAY NOT MAKE A MOTOR VEHICLE
22 AVAILABLE AS A SHARED MOTOR VEHICLE ON A PEER-TO-PEER CAR SHARING
23 PROGRAM IF THE MOTOR VEHICLE IS OLDER THAN 10 YEARS UNLESS THE SHARED
24 VEHICLE OWNER HAS OBTAINED A VALID STATE INSPECTION CERTIFICATE FOR THE
25 MOTOR VEHICLE NO EARLIER THAN 90 DAYS BEFORE MAKING THE SHARED MOTOR
26 VEHICLE AVAILABLE AS A SHARED MOTOR VEHICLE.

27 (2) IF A SHARED VEHICLE OWNER HAS OBTAINED A VALID STATE
28 INSPECTION CERTIFICATE FOR A MOTOR VEHICLE UNDER PARAGRAPH (1) OF THIS
29 SUBSECTION, THE SHARED VEHICLE OWNER SHALL OBTAIN ANOTHER VALID STATE
30 INSPECTION CERTIFICATE AT LEAST ONCE FOR EVERY 10,000 MILES ADDED TO THE
31 VEHICLE'S ODOMETER SINCE THE ISSUANCE OF THE PRIOR STATE INSPECTION
32 CERTIFICATE.

33 SECTION 3. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
34 as follows:

1 Article – Tax – General

2 11–101.

3 (l) (4) “Taxable price” includes[, for a short–term vehicle rental as defined
4 under § 11–104(c) of this subtitle,] all sales and charges [made in connection with the
5 short–term vehicle rental], including insurance, freight handling, equipment and supplies,
6 delivery and pickup, cellular telephone, and other accessories, but not including sales of
7 motor fuel subject to the motor fuel tax, MADE IN CONNECTION WITH:

8 (I) A SHORT–TERM VEHICLE RENTAL, AS DEFINED IN §
9 11–104(C) OF THIS SUBTITLE; OR

10 (II) A SHARED MOTOR VEHICLE USED FOR PEER–TO–PEER CAR
11 SHARING AND MADE AVAILABLE ON A PEER–TO–PEER CAR SHARING PROGRAM, AS
12 DEFINED IN § 19–520 OF THE INSURANCE ARTICLE.

13 11–104.

14 (a) Except as otherwise provided in this section, the sales and use tax rate is:

15 (1) for a taxable price of less than \$1:

16 (i) 1 cent if the taxable price is 20 cents;

17 (ii) 2 cents if the taxable price is at least 21 cents but less than 34
18 cents;

19 (iii) 3 cents if the taxable price is at least 34 cents but less than 51
20 cents;

21 (iv) 4 cents if the taxable price is at least 51 cents but less than 67
22 cents;

23 (v) 5 cents if the taxable price is at least 67 cents but less than 84
24 cents; and

25 (vi) 6 cents if the taxable price is at least 84 cents; and

26 (2) for a taxable price of \$1 or more:

27 (i) 6 cents for each exact dollar; and

28 (ii) for that part of a dollar in excess of an exact dollar:

1 AS DEFINED IN § 19-520 OF THE INSURANCE ARTICLE AND THAT IS SUBJECT TO
 2 SALES AND USE TAX UNDER SUBSECTION (C-1) OF THIS SECTION.

3 (C-1) THE SALES AND USE TAX RATE FOR SALES AND CHARGES MADE IN
 4 CONNECTION WITH A SHARED MOTOR VEHICLE USED FOR PEER-TO-PEER CAR
 5 SHARING AND MADE AVAILABLE ON A PEER-TO-PEER CAR SHARING PROGRAM, AS
 6 DEFINED IN § 19-520 OF THE INSURANCE ARTICLE, IS 8%.

7 SECTION 4. AND BE IT FURTHER ENACTED, That, on or before December 31,
 8 2019, the Consumer Protection Division of the Office of the Attorney General shall report
 9 to the Senate Finance Committee and the House Economic Matters Committee, in
 10 accordance with § 2-1246 of the State Government Article, on the number and nature of
 11 complaints received relating to peer-to-peer car sharing programs, including complaints
 12 regarding the safety of shared motor vehicles.

13 SECTION 5. AND BE IT FURTHER ENACTED, That, on or before December 31,
 14 2019:

15 (1) the Motor Vehicle Administration shall:

16 (i) identify and compile information that could assist the General
 17 Assembly in determining a fair and equitable State taxation on sales and charges made in
 18 connection with a shared motor vehicle used for peer-to-peer car sharing and made
 19 available on a peer-to-peer car sharing program;

20 (ii) in identifying and compiling information under item (i) of this
 21 item, consider:

22 1. a comparison of ~~taxation~~ excise titling taxes and other
 23 ~~governmental~~ motor vehicle fees in the State:

24 A. relating to short-term vehicle rentals, including
 25 exemption from excise titling tax at the time of purchase of rental vehicles, reduced
 26 certificate of title fees at time of purchase of rental vehicles, reduced vehicle registration
 27 fees at time of purchase of rental vehicles, and reduced vehicle registration fees for biennial
 28 renewal of vehicle registrations; with

29 B. relating to peer-to-peer car sharing, including excise
 30 titling tax at the time of purchase of shared motor vehicles by shared vehicle owners,
 31 certificate of title fees at the time of purchase of shared motor vehicles by shared vehicle
 32 owners, vehicle registration fees at the time of purchase of shared motor vehicles by shared
 33 vehicle owners, and vehicle registration fees for biennial renewal of vehicle registrations;

34 2. a comparison of ~~taxation~~ excise titling taxes and other
 35 ~~governmental~~ motor vehicle fees relating to short-term vehicle rentals and peer-to-peer
 36 car sharing in other states;

1 3. a trend of the ~~taxation~~ excise titling taxes and other
2 governmental motor vehicle fees collected by the Administration on short-term vehicle
3 rentals in the State;

4 4. any other information that the Administration determines
5 relevant to identifying and compiling information that could assist the General Assembly
6 in making the determination described in item (i) of this item; and

7 (iii) report to the Senate Finance Committee and the House Economic
8 Matters Committee, in accordance with § 2-1246 of the State Government Article, on its
9 findings and any recommendations; and

10 (2) the Office of the Comptroller shall:

11 (i) identify and compile information that could assist the General
12 Assembly in determining a fair and equitable State taxation on sales and charges made in
13 connection with a shared motor vehicle used for peer-to-peer car sharing and made
14 available on a peer-to-peer car sharing program;

15 (ii) in identifying and compiling information under item (i) of this
16 item, consider:

17 1. a comparison of taxation and other governmental fees in
18 the State:

19 A. relating to short-term vehicle rentals, including income
20 tax on rental car companies and sales tax on renters; with

21 B. relating to peer-to-peer car sharing, including income tax
22 on peer-to-peer car sharing programs and shared vehicle owners and sales tax on shared
23 vehicle drivers;

24 2. sales taxes imposed in other states on short-term vehicle
25 rentals and on peer-to-peer car sharing, including whether they impose as a percentage of
26 sales or on a flat per day basis that, for comparison purposes, can be equated to a percentage
27 of sales and the sales and charges that are included as a taxable price for the sales tax in
28 other states;

29 3. whether a different taxation percentage on sales of
30 short-term vehicle rentals than is on sales of peer-to-peer car sharing could be based on
31 differences in the current government taxes and fees paid by each;

32 4. a comparison of taxation and other governmental fees
33 relating to short-term vehicle rentals and peer-to-peer car sharing in other states;

1 5. a trend of the taxation and other governmental fees
 2 collected by the Comptroller on short-term vehicle rentals and peer-to-peer car sharing in
 3 the State; and

4 6. any other information that the Comptroller determines
 5 relevant to the identification and compilation of information that could assist the General
 6 Assembly in making a determination described under item (i) of this item; and

7 (iii) report to the Senate Finance Committee and the House Economic
 8 Matters Committee, in accordance with § 2-1246 of the State Government Article, on its
 9 findings and any recommendations.

10 SECTION 6. AND BE IT FURTHER ENACTED, That Section ~~2~~ 2 of this Act shall
 11 take effect January 1, 2019.

12 SECTION ~~2~~ 7. AND BE IT FURTHER ENACTED, That, except as provided in
 13 Section 6 of this Act, this Act shall take effect ~~October~~ July 1, 2018. Section ~~2~~ 3 of this Act
 14 shall remain effective for a period of 2 years and, at the end of June 30, 2020, Section ~~2~~ 3
 15 of this Act, with no further action required by the General Assembly, shall be abrogated
 16 and of no further force and effect.

Approved:

_____ Governor.

_____ President of the Senate.

_____ Speaker of the House of Delegates.