

SENATE BILL 743

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8lr2914
CF HB 1045

By: **Senator Middleton**

Introduced and read first time: February 5, 2018

Assigned to: Finance

Committee Report: Favorable with amendments

Senate action: Adopted with floor amendments

Read second time: March 26, 2018

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
16 certain regulations; requiring that if a certain insurance policy includes certain
17 coverages, the motor vehicles insured under that coverage include certain coverages;
18 prohibiting a peer-to-peer car sharing program from being considered to have rented
19 a certain vehicle, to be a rental vehicle company, or to be a motor vehicle company
20 under certain provisions of law solely on a certain basis; prohibiting a shared vehicle
21 owner from being considered to have rented a vehicle under certain provisions of law
22 solely on a certain basis; prohibiting a certain motor vehicle from being considered
23 to be a rental vehicle under a certain provision of law; providing that the use of a
24 shared motor vehicle through a peer-to-peer car sharing program does not
25 constitute a commercial use solely on a certain basis; requiring a peer-to-peer car

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.



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

1 certain driver's license or is otherwise authorized under certain provisions of law to
2 drive certain vehicles; requiring a peer-to-peer car sharing program to keep certain
3 records; authorizing a certain police officer or a certain authorized representative to
4 inspect certain records; prohibiting a peer-to-peer car sharing program from
5 entering into a certain agreement with a certain intent for which a certain charge is
6 based on the distance traveled under certain circumstances; establishing a certain
7 penalty; prohibiting a person from allowing certain individuals to operate a certain
8 shared motor vehicle under certain circumstances; providing that a peer-to-peer car
9 sharing program must have a certain concession fee agreement to operate at certain
10 airports; specifying the contents of a certain agreement; prohibiting a peer-to-peer
11 car sharing program from charging for the use of a certain shared motor vehicle after
12 a certain period; allowing a peer-to-peer car sharing program to charge a certain
13 separately stated fee; requiring a peer-to-peer car sharing program to verify that a
14 certain shared motor vehicle does not have a certain safety recall; prohibiting a
15 shared vehicle owner from making a motor vehicle available on a certain program
16 under certain circumstances; requiring a peer-to-peer car sharing program to verify
17 the age of a certain shared motor vehicle and request from a shared vehicle owner
18 the date of the last State inspection on a shared motor vehicle; requiring a
19 peer-to-peer car sharing program to notify certain shared vehicle owners of certain
20 requirements; requiring the Consumer Protection Division of the Office of the
21 Attorney General to provide a certain report on or before a certain date; requiring
22 the Motor Vehicle Administration and the Comptroller to identify and compile
23 certain information and report to certain committees of the General Assembly on or
24 before a certain date; providing for a delayed effective date for certain provisions of
25 this Act; providing for the construction and application of certain provisions of this
26 Act; providing for the termination of certain provisions of this Act; making
27 conforming changes; defining certain terms; and generally relating to peer-to-peer
28 car sharing.

29 BY repealing and reenacting, with amendments,

30 Article – Commercial Law

31 Section 14–2101

32 Annotated Code of Maryland

33 (2013 Replacement Volume and 2017 Supplement)

34 BY repealing and reenacting, without amendments,

35 Article – Insurance

36 Section 10–601(a) and (e)

37 Annotated Code of Maryland

38 (2017 Replacement Volume)

39 BY repealing and reenacting, with amendments,

40 Article – Insurance

41 Section 10–601(c) and 19–512

42 Annotated Code of Maryland

43 (2017 Replacement Volume)

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

7 ~~BY repealing and reenacting, without amendments,~~
 8 ~~Article – Transportation~~
 9 ~~Section 11–148.1(a)~~
 10 ~~Annotated Code of Maryland~~
 11 ~~(2012 Replacement Volume and 2017 Supplement)~~

12 BY repealing and reenacting, with amendments,
 13 Article – Transportation
 14 Section ~~11–148.1(b)~~ and 18–108(a); and 18.5–101 through 18.5–110 to be under the
 15 new subtitle “Subtitle 18.5. Peer-to-Peer Car Sharing Programs”
 16 Annotated Code of Maryland
 17 (2012 Replacement Volume and 2017 Supplement)

18 BY repealing and reenacting, with amendments,
 19 Article – Tax – General
 20 Section 11–101(l)(4) and 11–104(c)(1)
 21 Annotated Code of Maryland
 22 (2016 Replacement Volume and 2017 Supplement)

23 BY repealing and reenacting, without amendments,
 24 Article – Tax – General
 25 Section 11–104(a)
 26 Annotated Code of Maryland
 27 (2016 Replacement Volume and 2017 Supplement)

28 BY adding to
 29 Article – Tax – General
 30 Section 11–104(c–1)
 31 Annotated Code of Maryland
 32 (2016 Replacement Volume and 2017 Supplement)

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

35 **Article – Commercial Law**

36 14–2101.

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

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

3 (3) “Collision damage waiver” means:

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

8 (II) WITH RESPECT TO A PEER-TO-PEER CAR SHARING
9 PROGRAM AGREEMENT, A PROVISION IN THE PEER-TO-PEER CAR SHARING
10 PROGRAM AGREEMENT IN WHICH IT IS AGREED, FOR A CHARGE, THAT ALL OR PART
11 OF ANY CLAIMS AGAINST A SHARED VEHICLE DRIVER FOR DAMAGES TO A SHARED
12 MOTOR VEHICLE DURING A CAR SHARING PERIOD ARE WAIVED.

13 [(3)] (4) “Lessee” means any person obtaining the use of a rental motor
14 vehicle from a lessor under the terms of a rental agreement.

15 [(4)] (5) “Lessor” means any person in the business of providing rental
16 motor vehicles to the public.

17 [(5)] (6) “Passenger car” means any motor vehicle that is a Class A
18 (passenger) vehicle under § 13-912 of the Transportation Article, or any motor vehicle that
19 is a Class M (multipurpose) vehicle under § 13-937 of the Transportation Article if the
20 vehicle is used primarily for transporting passengers.

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

23 [(6)] (8) “Rental agreement” means a written agreement setting forth the
24 terms and conditions governing the use of a rental motor vehicle by a lessee for a period of
25 less than 180 days.

26 [(7)] (9) “Rental motor vehicle” means a passenger car which, on
27 execution of a rental agreement, is made available to a lessee for the lessee’s use.

28 (10) “SHARED MOTOR VEHICLE” HAS THE MEANING STATED IN §
29 19-520 OF THE INSURANCE ARTICLE.

30 (11) “SHARED VEHICLE DRIVER” HAS THE MEANING STATED IN §
31 19-520 OF THE INSURANCE ARTICLE.

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

4 **(c) The form shall meet the requirements specified in subsection (e) of this**
5 **section.**

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

10 **(2) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT DELIVER OR**
11 **ISSUE FOR DELIVERY IN THE STATE A PEER-TO-PEER CAR SHARING PROGRAM**
12 **AGREEMENT CONTAINING A COLLISION DAMAGE WAIVER, UNLESS THE**
13 **PEER-TO-PEER CAR SHARING PROGRAM USES A SEPARATE COLLISION DAMAGE**
14 **WAIVER FORM PROVIDED BY THE DIVISION THAT MEETS THE REQUIREMENTS**
15 **SPECIFIED IN SUBSECTION (E) OF THIS SECTION.**

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

17 **(1) The collision damage waiver shall be understandable and written in**
18 **simple and readable plain language;**

19 **(2) The terms of the collision damage waiver, including, but not limited to,**
20 **any conditions or exclusions applicable to the collision damage waiver, shall be prominently**
21 **displayed;**

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

24 **(4) The collision damage waiver shall include a statement of the total**
25 **charge for the anticipated rental period OR CAR SHARING PERIOD or the anticipated total**
26 **daily charge;**

27 **(5) The agreement containing the collision damage waiver shall display the**
28 **following notice on the face of the agreement, set apart and in boldface type, and in type at**
29 **least as large as 10 point type:**

30 **“Notice:**

31 **This contract offers, for an additional charge, a collision damage waiver to cover your**
32 **responsibility for damage to the vehicle. Before deciding whether to purchase the collision**
33 **damage waiver, you may wish to determine whether your own automobile insurance affords**
34 **you coverage for damage to the rental vehicle OR SHARED MOTOR VEHICLE and the**
35 **amount of the deductible under your own insurance coverage. The purchase of this collision**

1 damage waiver is not mandatory and may be waived. Maryland law requires that all
2 Maryland residents' insurance policies with collision coverage automatically extend that
3 collision coverage to passenger cars rented OR MOTOR VEHICLES SHARED by the insureds
4 named in the policy for a period of 30 days or less.”; and

5 (6) Any additional information that the Division considers reasonable and
6 necessary to carry out the provisions of this subtitle.

7 (f) A failure by a lessor to comply with subsection (d) of this section is an unfair
8 or deceptive trade practice within the meaning of Title 13, Subtitle 3 of this article.

9 Article – Insurance

10 10–601.

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

12 (c) (1) “Motor vehicle rental company” means any person that is in the
13 business of providing motor vehicles to the public under a rental agreement for a period of
14 180 days or less.

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

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

19 SUBTITLE 6A. PEER–TO–PEER CAR SHARING PROGRAMS.

20 10–6A–01.

21 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS
22 INDICATED.

23 (B) “AUTHORIZED REPRESENTATIVE” MEANS AN INDEPENDENT
24 CONTRACTOR OF A PEER–TO–PEER CAR SHARING PROGRAM.

25 (C) “CAR SHARING PERIOD” HAS THE MEANING STATED IN § 19–520 OF THIS
26 ARTICLE.

27 (D) “PEER–TO–PEER CAR SHARING PROGRAM AGREEMENT” HAS THE
28 MEANING STATED IN § 19–520 OF THIS ARTICLE.

29 (E) “PEER–TO–PEER CAR SHARING PROGRAM” MEANS A PEER–TO–PEER
30 CAR SHARING PROGRAM, AS DEFINED IN § 19–520 OF THIS ARTICLE, THAT SELLS OR

1 OFFERS A MOTOR VEHICLE LIABILITY INSURANCE POLICY ISSUED BY AN INSURER
2 UNDER § 19-520 OF THIS ARTICLE.

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

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

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

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

11 10-6A-02.

12 (A) A PEER-TO-PEER CAR SHARING PROGRAM SHALL HOLD A LIMITED
13 LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO,
14 THE RESERVATION OF A SHARED MOTOR VEHICLE THROUGH THE PEER-TO-PEER
15 CAR SHARING PROGRAM BEFORE THE PEER-TO-PEER CAR SHARING PROGRAM OR
16 ITS EMPLOYEES OR AUTHORIZED REPRESENTATIVES MAY SELL OR OFFER ANY
17 POLICIES OF INSURANCE IN THE STATE TO A SHARED VEHICLE DRIVER IN
18 CONNECTION WITH, AND INCIDENTAL TO, A PEER-TO-PEER CAR SHARING PROGRAM
19 AGREEMENT.

20 (B) A LIMITED LINES LICENSE ISSUED UNDER THIS SUBTITLE TO SELL
21 INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO, THE PEER-TO-PEER CAR
22 SHARING PROGRAM AGREEMENT SHALL AUTHORIZE ANY EMPLOYEE AND ANY
23 AUTHORIZED REPRESENTATIVE OF THE PEER-TO-PEER CAR SHARING PROGRAM
24 WHO IS TRAINED, UNDER § 10-6A-04(A)(4) OF THIS SUBTITLE, TO ACT ON BEHALF
25 OF, AND UNDER THE SUPERVISION OF, A PEER-TO-PEER CAR SHARING PROGRAM,
26 WITH RESPECT TO THE KINDS OF INSURANCE SPECIFIED IN § 10-6A-04(B)(2) OF
27 THIS SUBTITLE.

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

32 (D) A PEER-TO-PEER CAR SHARING PROGRAM HOLDING A LIMITED LINES
33 LICENSE ISSUED UNDER THIS SUBTITLE TO SELL INSURANCE IN CONNECTION WITH,
34 AND INCIDENTAL TO, THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT IS
35 NOT REQUIRED TO TREAT PREMIUMS COLLECTED FROM A SHARED VEHICLE DRIVER

1 WHO PURCHASED INSURANCE FROM THE PEER-TO-PEER CAR SHARING PROGRAM
2 AS FUNDS RECEIVED IN A FIDUCIARY CAPACITY IF:

3 (1) THE INSURER REPRESENTED BY THE PEER-TO-PEER CAR
4 SHARING PROGRAM HAS CONSENTED IN A WRITTEN AGREEMENT, SIGNED BY AN
5 OFFICER OF THE INSURER, THAT THE PREMIUMS DO NOT NEED TO BE SEGREGATED
6 FROM OTHER FUNDS RECEIVED BY THE PEER-TO-PEER CAR SHARING PROGRAM
7 UNDER THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT; AND

8 (2) THE CHARGES FOR INSURANCE COVERAGE ARE ITEMIZED BUT
9 NOT BILLED TO THE SHARED VEHICLE DRIVER SEPARATELY FROM THE CHARGES
10 FOR THE CAR SHARING PERIOD.

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

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

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

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

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

28 (1) MAINTAIN A REGISTER, ON A FORM THE COMMISSIONER
29 REQUIRES, CONTAINING:

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

33 (II) THE BUSINESS ADDRESSES OF ALL LOCATIONS WHERE
34 EMPLOYEES OR AUTHORIZED REPRESENTATIVES OFFER LIMITED LINES INSURANCE

1 ON BEHALF OF THE PEER-TO-PEER CAR SHARING PROGRAM FOR CAR SHARING
2 AGREEMENTS ENTERED INTO IN THE STATE; AND

3 (2) SUBMIT THE REGISTER FOR INSPECTION BY THE COMMISSIONER
4 AS THE COMMISSIONER REQUIRES.

5 10-6A-03.

6 (A) THE COMMISSIONER SHALL ISSUE TO A PEER-TO-PEER CAR SHARING
7 PROGRAM, OR A FRANCHISEE OF A PEER-TO-PEER CAR SHARING PROGRAM, A
8 LIMITED LINES LICENSE AUTHORIZING THE PEER-TO-PEER CAR SHARING
9 PROGRAM TO OFFER OR SELL INSURANCE IN CONNECTION WITH, AND INCIDENTAL
10 TO, A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT IF THE PEER-TO-PEER
11 CAR SHARING PROGRAM:

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

13 (2) PAYS THE FEES FOR INSURANCE PRODUCERS REQUIRED UNDER §
14 2-112 OF THIS ARTICLE THAT ARE APPLICABLE TO AN INSURANCE PRODUCER
15 LICENSE; AND

16 (3) SUBMITS TO THE COMMISSIONER ANY ADDITIONAL INFORMATION
17 OR DOCUMENTATION THAT THE COMMISSIONER REQUIRES, INCLUDING ANY
18 INFORMATION OR DOCUMENTATION NEEDED TO DETERMINE THE PROFESSIONAL
19 COMPETENCE, GOOD CHARACTER, AND TRUSTWORTHINESS OF THE PEER-TO-PEER
20 CAR SHARING PROGRAM.

21 (B) A LIMITED LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH,
22 AND INCIDENTAL TO, THE PEER-TO-PEER CAR SHARING OF A MOTOR VEHICLE
23 ISSUED UNDER THIS SUBTITLE IS SUBJECT TO THE SAME TERM AND RENEWAL
24 CONDITIONS SPECIFIED FOR AN INSURANCE PRODUCER LICENSE UNDER § 10-115
25 OF THIS TITLE.

26 10-6A-04.

27 (A) A LIMITED LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH,
28 AND INCIDENTAL TO, THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT
29 ISSUED UNDER THIS SUBTITLE AUTHORIZES THE PEER-TO-PEER CAR SHARING
30 PROGRAM TO OFFER OR SELL, IN CONNECTION WITH, AND INCIDENTAL TO, A
31 PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT, THE INSURANCE PRODUCTS
32 SPECIFIED IN SUBSECTION (B) OF THIS SECTION IF:

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

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

4 **(3) PRIOR TO COMPLETION OF THE PEER-TO-PEER CAR SHARING**
5 **TRANSACTION, AN EMPLOYEE OR AUTHORIZED REPRESENTATIVE OF THE**
6 **PEER-TO-PEER CAR SHARING PROGRAM PROVIDES TO THE SHARED VEHICLE**
7 **DRIVER DISCLOSURES APPROVED BY THE COMMISSIONER THAT:**

8 **(I) SUMMARIZE, CLEARLY AND CORRECTLY, THE MATERIAL**
9 **TERMS OF COVERAGE, INCLUDING LIMITATIONS OR EXCLUSIONS;**

10 **(II) IDENTIFY THE AUTHORIZED INSURER OR INSURERS;**

11 **(III) SPECIFY THAT THE POLICIES OFFERED BY THE**
12 **PEER-TO-PEER CAR SHARING PROGRAM MAY PROVIDE A DUPLICATION OF**
13 **COVERAGE ALREADY PROVIDED BY A SHARED VEHICLE DRIVER'S PERSONAL**
14 **AUTOMOBILE INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, PERSONAL**
15 **LIABILITY INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE;**

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

19 **(V) DESCRIBE THE PROCESS BY WHICH THE SHARED VEHICLE**
20 **DRIVER CAN FILE A CLAIM; AND**

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

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

28 **(I) INSTRUCTION ABOUT THE KINDS OF INSURANCE SPECIFIED**
29 **IN SUBSECTION (B) OF THIS SECTION THAT CAN BE OFFERED TO SHARED VEHICLE**
30 **DRIVERS;**

31 **(II) INSTRUCTION THAT THE EMPLOYEE OR AUTHORIZED**
32 **REPRESENTATIVE IS REQUIRED TO INFORM A SHARED VEHICLE DRIVER THAT THE**
33 **PURCHASE OF ANY INSURANCE FROM THE PEER-TO-PEER CAR SHARING PROGRAM**

1 IS NOT REQUIRED IN ORDER FOR THE SHARED VEHICLE DRIVER TO PARTICIPATE IN
2 THE PEER-TO-PEER CAR SHARE; AND

3 (III) INSTRUCTION THAT THE EMPLOYEE OR AUTHORIZED
4 REPRESENTATIVE IS REQUIRED TO INFORM A SHARED VEHICLE DRIVER THAT THE
5 SHARED VEHICLE DRIVER MAY HAVE INSURANCE POLICIES THAT ALREADY PROVIDE
6 THE COVERAGE BEING OFFERED BY THE PEER-TO-PEER CAR SHARING PROGRAM;
7 AND

8 (5) AN EMPLOYEE OR AUTHORIZED REPRESENTATIVE WHO OFFERS
9 OR SELLS INSURANCE COVERAGE ON BEHALF OF THE PEER-TO-PEER CAR SHARING
10 PROGRAM INFORMS A SHARED VEHICLE DRIVER THAT THE POLICIES OFFERED BY
11 THE PEER-TO-PEER CAR SHARING PROGRAM MAY DUPLICATE COVERAGE ALREADY
12 PROVIDED BY THE SHARED VEHICLE DRIVER'S PERSONAL AUTOMOBILE INSURANCE
13 POLICY, HOMEOWNER'S INSURANCE POLICY, PERSONAL LIABILITY INSURANCE
14 POLICY, OR OTHER SOURCE OF COVERAGE.

15 (B) A LIMITED LINES LICENSE TO SELL INSURANCE IN CONNECTION WITH,
16 AND INCIDENTAL TO, A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT
17 ISSUED UNDER THIS SUBTITLE AUTHORIZES THE PEER-TO-PEER CAR SHARING
18 PROGRAM TO OFFER OR SELL INSURANCE POLICIES UNDER THIS SUBTITLE THAT
19 ARE:

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

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

24 (I) BODILY INJURY LIABILITY;

25 (II) PROPERTY DAMAGE LIABILITY;

26 (III) UNINSURED MOTORIST INSURANCE; OR

27 (IV) IF APPROVED BY THE COMMISSIONER, ANY OTHER
28 INSURANCE COVERAGE THAT IS APPROPRIATE IN CONNECTION WITH A
29 PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT.

30 10-6A-05.

31 (A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, AN
32 INSURANCE POLICY SOLD IN CONNECTION WITH, AND INCIDENTAL TO, A

1 PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT UNDER THE PROVISIONS OF
2 THIS SUBTITLE IS PRIMARY TO ANY OTHER VALID AND COLLECTIBLE COVERAGE.

3 (B) ANY INSURANCE SOLD TO A SHARED VEHICLE DRIVER UNDER THE
4 PROVISIONS OF THIS SUBTITLE IS NOT PRIMARY TO THE COVERAGE PROVIDED BY
5 THE PEER-TO-PEER CAR SHARING PROGRAM UNDER § 19-520(D)(1) OF THIS
6 ARTICLE.

7 10-6A-06.

8 (A) THE COMMISSIONER MAY REFUSE TO ISSUE A LIMITED LINES LICENSE
9 OR SUSPEND, REVOKE, OR REFUSE TO RENEW A LIMITED LINES LICENSE TO SELL
10 INSURANCE IN CONNECTION WITH, AND INCIDENTAL TO, A PEER-TO-PEER CAR
11 SHARING PROGRAM AGREEMENT ISSUED UNDER THIS SUBTITLE AFTER NOTICE AND
12 OPPORTUNITY FOR A HEARING UNDER TITLE 2, SUBTITLE 2 OF THIS ARTICLE IF THE
13 PEER-TO-PEER CAR SHARING PROGRAM OR AN EMPLOYEE OR AUTHORIZED
14 REPRESENTATIVE OF THE PEER-TO-PEER CAR SHARING PROGRAM HAS:

15 (1) WILLFULLY VIOLATED THIS ARTICLE OR ANOTHER STATE LAW
16 THAT RELATES TO INSURANCE;

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

20 (3) FAILED TO PROVIDE REQUIRED DISCLOSURES;

21 (4) OFFERED OR SOLD UNAPPROVED INSURANCE PRODUCTS;

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

23 (6) FAILED TO TRAIN EMPLOYEES AND AUTHORIZED
24 REPRESENTATIVES SELLING OR SOLICITING, OR NEGOTIATING THE SALE OF,
25 INSURANCE PRODUCTS ON BEHALF OF THE PEER-TO-PEER CAR SHARING
26 PROGRAM; OR

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

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

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

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

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

9 10-6A-07.

10 THE COMMISSIONER MAY ADOPT REGULATIONS TO CARRY OUT THE
11 PROVISIONS OF THIS SUBTITLE, INCLUDING REGULATIONS CONCERNING:

12 (1) THE FORM AND CONTENT OF REQUIRED DISCLOSURES TO SHARED
13 VEHICLE DRIVERS;

14 (2) THE TRAINING REQUIREMENTS FOR EMPLOYEES AND
15 AUTHORIZED REPRESENTATIVES OF A PEER-TO-PEER CAR SHARING PROGRAM;
16 AND

17 (3) THE QUALIFICATIONS OF THE INDIVIDUALS WHO PROVIDE
18 TRAINING FOR EMPLOYEES AND AUTHORIZED REPRESENTATIVES OF A
19 PEER-TO-PEER CAR SHARING PROGRAM.

20 19-512.

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

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

28 (b) (1) In this subsection, "passenger car" means a motor vehicle that is:

29 (i) a Class A (passenger) vehicle under § 13-912 of the
30 Transportation Article; or

31 (ii) a Class M (multipurpose) vehicle under § 13-937 of the
32 Transportation Article used primarily for transporting passengers.

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

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

8 (ii) comprehensive coverage, the motor vehicles insured under that
9 coverage shall include any replacement vehicle as defined under § 18-102(a)(2)(i) OR §
10 18.5-102(A)(2)(I) of the Transportation Article.

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

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

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

19 (ii) the identity of the motor vehicle causing the damage cannot be
20 ascertained.

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

24 **19-520.**

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

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

31 ~~(2)~~ (3) **“CAR SHARING PERIOD” MEANS THE PERIOD OF TIME THAT**
32 **COMMENCES AT THE CAR SHARING START TIME WITH THE CAR SHARING DELIVERY**
33 **PERIOD AND ENDS AT THE CAR SHARING TERMINATION TIME.**

1 ~~(3)~~ (4) “CAR SHARING START TIME” MEANS THE TIME WHEN A
2 SHARED MOTOR VEHICLE BECOMES SUBJECT TO THE CONTROL OF THE SHARED
3 VEHICLE DRIVER AT OR AFTER THE TIME THE RESERVATION OF A SHARED MOTOR
4 VEHICLE IS SCHEDULED TO BEGIN AS DOCUMENTED IN THE RECORDS OF A
5 PEER-TO-PEER CAR SHARING PROGRAM.

6 ~~(4)~~ (5) “CAR SHARING TERMINATION TIME” MEANS:

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

10 (II) THE EARLIEST OF THE FOLLOWING OCCURS:

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

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

16 ~~(III)~~ 3. THE SHARED VEHICLE OWNER OF A SHARED VEHICLE,
17 OR THE SHARED VEHICLE OWNER’S AUTHORIZED DESIGNEE, TAKES POSSESSION
18 AND CONTROL OF THE SHARED MOTOR VEHICLE.

19 ~~(5)~~ (6) “INTENTIONAL OR FRAUDULENT MATERIAL
20 MISREPRESENTATION” MEANS AN AFFIRMATIVE STATEMENT OR AN OMISSION BY A
21 SHARED VEHICLE OWNER THAT MISREPRESENTS MATERIAL FACTS ABOUT THE
22 SHARED VEHICLE OWNER OR THE SHARED MOTOR VEHICLE.

23 ~~(6)~~ (7) “MOTOR VEHICLE” HAS THE MEANING STATED IN § 11-135
24 OF THE TRANSPORTATION ARTICLE.

25 ~~(7)~~ (8) “PEER-TO-PEER CAR SHARING” MEANS THE AUTHORIZED
26 USE OF A MOTOR VEHICLE BY AN INDIVIDUAL OTHER THAN THE VEHICLE’S OWNER
27 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.

28 ~~(8)~~ (9) “PEER-TO-PEER CAR SHARING PROGRAM” MEANS A
29 PLATFORM THAT IS IN THE BUSINESS OF CONNECTING VEHICLE OWNERS WITH
30 DRIVERS TO ENABLE THE SHARING OF MOTOR VEHICLES FOR FINANCIAL
31 CONSIDERATION.

1 **(10) “PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT” MEANS**
2 **THE WRITTEN TERMS AND CONDITIONS APPLICABLE TO A SHARED VEHICLE OWNER**
3 **AND A SHARED VEHICLE DRIVER THAT GOVERN THE USE OF A SHARED VEHICLE**
4 **THROUGH A PEER-TO-PEER CAR SHARING PROGRAM UNDER THE PROVISIONS OF**
5 **THIS SECTION AND TITLE 18.5 OF THE TRANSPORTATION ARTICLE.**

6 ~~(9)~~ **(11) “SHARED MOTOR VEHICLE” MEANS A MOTOR VEHICLE THAT**
7 **IS AVAILABLE FOR SHARING THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.**

8 ~~(10)~~ **(12) “SHARED VEHICLE DRIVER” MEANS AN INDIVIDUAL WHO**
9 **HAS:**

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

12 **(II) BEEN AUTHORIZED TO DRIVE THE SHARED MOTOR VEHICLE**
13 **BY THE PEER-TO-PEER CAR SHARING PROGRAM.**

14 ~~(11)~~ **(13) “SHARED VEHICLE OWNER” MEANS THE REGISTERED**
15 **OWNER OF A MOTOR VEHICLE MADE AVAILABLE FOR SHARING TO SHARED VEHICLE**
16 **DRIVERS THROUGH A PEER-TO-PEER CAR SHARING PROGRAM.**

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

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

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

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

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

29 **2. A MOTOR VEHICLE RENTAL COMPANY UNDER TITLE**
30 **10, SUBTITLE 6 OF THIS ARTICLE.**

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

4 (3) ~~THE~~ SUBJECT TO SUBSECTION (E)(1) OF THIS SECTION, THE USE
 5 OF A SHARED MOTOR VEHICLE THROUGH A PEER-TO-PEER CAR SHARING PROGRAM
 6 DOES NOT CONSTITUTE A COMMERCIAL USE SOLELY ON THE BASIS THAT THE MOTOR
 7 VEHICLE IS AVAILABLE FOR SHARING OR USED THROUGH A PEER-TO-PEER CAR
 8 SHARING PROGRAM.

9 (c) (1) (i) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS
 10 PARAGRAPH, A PEER-TO-PEER CAR SHARING PROGRAM SHALL ASSUME THE
 11 LIABILITY OF A SHARED VEHICLE OWNER FOR ANY BODILY INJURY OR PROPERTY
 12 DAMAGE TO THIRD PARTIES, OR UNINSURED AND UNDERINSURED MOTORIST OR
 13 PERSONAL INJURY PROTECTION LOSSES, OR INJURY TO THIRD PARTIES DURING
 14 THE CAR SHARING PERIOD IN AN AMOUNT STATED IN THE PEER-TO-PEER CAR
 15 SHARING PROGRAM AGREEMENT, WHICH AMOUNT MAY NOT BE LESS THAN THE
 16 MINIMUM AMOUNT OF SECURITY REQUIRED UNDER § 17-103 OF THE
 17 TRANSPORTATION ARTICLE.

18 (ii) ~~THE~~ EXCEPT FOR THE MINIMUM SECURITY REQUIRED
 19 UNDER § 17-103 OF THE TRANSPORTATION ARTICLE FOR ANY INJURED PERSON
 20 WHO DID NOT MAKE THE INTENTIONAL OR FRAUDULENT MISREPRESENTATION, THE
 21 ASSUMPTION OF LIABILITY UNDER PARAGRAPH (1) OF THIS SUBSECTION DOES NOT
 22 APPLY IF THE SHARED VEHICLE OWNER MADE AN INTENTIONAL OR FRAUDULENT
 23 MATERIAL MISREPRESENTATION TO THE PEER-TO-PEER CAR SHARING PROGRAM
 24 BEFORE THE CAR SHARING PERIOD IN WHICH THE LOSS OCCURRED.

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

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

31 (ii) LIMITS THE ABILITY OF THE PEER-TO-PEER CAR SHARING
 32 PROGRAM TO, BY CONTRACT, SEEK INDEMNIFICATION FROM THE SHARED VEHICLE
 33 OWNER OR THE SHARED VEHICLE DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE
 34 PEER-TO-PEER CAR SHARING PROGRAM RESULTING FROM A BREACH OF THE
 35 TERMS AND CONDITIONS OF THE PEER-TO-PEER CAR SHARING PROGRAM
 36 AGREEMENT.

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

4 **(I) ANY RIGHT OF THE PEER-TO-PEER CAR SHARING PROGRAM**
5 **TO SEEK INDEMNIFICATION FROM THE SHARED VEHICLE OWNER OR THE SHARED**
6 **VEHICLE DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE PEER-TO-PEER CAR**
7 **SHARING PROGRAM RESULTING FROM A BREACH OF THE TERMS AND CONDITIONS**
8 **OF THE PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT; ~~AND~~**

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

14 **(III) THAT THE PEER-TO-PEER CAR SHARING PROGRAM'S**
15 **INSURANCE COVERAGE ON THE SHARED VEHICLE OWNER AND THE SHARED**
16 **VEHICLE DRIVER IS IN EFFECT ONLY DURING EACH CAR SHARING PERIOD AND**
17 **THAT, FOR ANY USE OF THE SHARED MOTOR VEHICLE BY THE SHARED VEHICLE**
18 **DRIVER AFTER THE CAR SHARING TERMINATION TIME, THE SHARED VEHICLE**
19 **DRIVER AND THE SHARED VEHICLE OWNER SHOULD CONTACT THE SHARED**
20 **VEHICLE DRIVER'S OR THE SHARED VEHICLE OWNER'S INSURER ABOUT INSURANCE**
21 **COVERAGE;**

22 **(IV) THAT THE PEER-TO-PEER CAR SHARING PROGRAM'S**
23 **MOTOR VEHICLE LIABILITY INSURANCE POLICY MAY BE EXCLUSIVE FOR THE**
24 **SHARED VEHICLE OWNER AND IS PRIMARY FOR THE SHARED VEHICLE DRIVER, BUT**
25 **MAY BE SECONDARY FOR THE SHARED VEHICLE DRIVER IF THE SHARED MOTOR**
26 **VEHICLE IS USED AS A REPLACEMENT VEHICLE, AS DEFINED IN § 18.5-102(A)(2)(I)**
27 **OF THE TRANSPORTATION ARTICLE; AND**

28 **(V) THE DAILY RATE, FEES, ANY INSURANCE COSTS, AND ANY**
29 **PROTECTION PACKAGE COSTS THAT ARE CHARGED TO THE SHARED VEHICLE**
30 **OWNER OR THE SHARED VEHICLE DRIVER.**

31 **(4) AT THE TIME WHEN A VEHICLE OWNER REGISTERS AS A SHARED**
32 **VEHICLE OWNER ON A PEER-TO-PEER CAR SHARING PROGRAM AND PRIOR TO THE**
33 **TIME WHEN THE SHARED VEHICLE OWNER MAKES A SHARED MOTOR VEHICLE**
34 **AVAILABLE FOR CAR SHARING ON THE PEER-TO-PEER CAR SHARING PROGRAM, THE**
35 **PEER-TO-PEER CAR SHARING PROGRAM SHALL NOTIFY THE SHARED VEHICLE**
36 **OWNER THAT, IF THE SHARED MOTOR VEHICLE HAS A LIEN AGAINST IT, THE USE OF**
37 **THE SHARED MOTOR VEHICLE THROUGH A PEER-TO-PEER CAR SHARING PROGRAM,**

1 INCLUDING USE WITHOUT PHYSICAL DAMAGE COVERAGE, MAY VIOLATE THE TERMS
 2 OF THE CONTRACT WITH THE LIENHOLDER.

3 (D) (1) ~~DURING THE CAR SHARING PERIOD, A PEER-TO-PEER CAR~~
 4 ~~SHARING PROGRAM SHALL HAVE AN INSURABLE INTEREST IN A SHARED MOTOR~~
 5 ~~VEHICLE.~~

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

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

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

16 (2) THE INSURANCE DESCRIBED UNDER PARAGRAPH (1) OF THIS
 17 SUBSECTION MAY BE SATISFIED BY MOTOR VEHICLE LIABILITY INSURANCE
 18 MAINTAINED BY:

19 (I) A SHARED VEHICLE OWNER;

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

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

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

26 (II) A PEER-TO-PEER CAR SHARING PROGRAM MAY OWN AND
 27 MAINTAIN AS THE NAMED INSURED ONE OR MORE POLICIES OF MOTOR VEHICLE
 28 LIABILITY INSURANCE THAT PROVIDES COVERAGE IN THE AMOUNT OF, IN EXCESS
 29 OF, OR OPTIONAL TO THE MINIMUM AMOUNT OF COVERAGE REQUIRED TO BE
 30 PROVIDED UNDER PARAGRAPH (1) OF THIS SUBSECTION, INCLUDING COVERAGE
 31 FOR:

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

1 **2. ANY LIABILITY OF THE SHARED VEHICLE OWNER;**

2 **3. DAMAGE OR LOSS TO THE SHARED MOTOR VEHICLE;**

3 **AND**

4 **4. ANY LIABILITY OF THE SHARED VEHICLE DRIVER.**

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

12 **(4) THE INSURANCE DESCRIBED UNDER PARAGRAPH (1) OF THIS**
13 **SUBSECTION OR AUTHORIZED UNDER PARAGRAPH (3) OF THIS SUBSECTION SHALL:**

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

16 **(II) BE ISSUED BY:**

17 **1. AN INSURER AUTHORIZED TO DO BUSINESS IN THE**
18 **STATE; OR**

19 **2. SOLELY WITH RESPECT TO INSURANCE MAINTAINED**
20 **BY A PEER-TO-PEER CAR SHARING PROGRAM UNDER PARAGRAPH (3) OF THIS**
21 **SUBSECTION, AN ELIGIBLE SURPLUS LINES INSURER:**

22 **A. IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE**
23 **3, SUBTITLE 3 OF THIS ARTICLE; AND**

24 **B. HAVING AN A.M. BEST FINANCIAL STRENGTH RATING**
25 **OF A- OR BETTER.**

26 **(5) THE INSURANCE DESCRIBED UNDER PARAGRAPH (1) OF THIS**
27 **SUBSECTION SHALL, AS TO COVERAGE OF THE SHARED VEHICLE OWNER, PAY**
28 **CLAIMS ON A FIRST DOLLAR BASIS, PROVIDED THAT THIS REQUIREMENT MAY NOT**
29 **APPLY TO THE TERMS AND CONDITIONS APPLICABLE TO THE PEER-TO-PEER CAR**
30 **SHARING PROGRAM UNDER THE INSURANCE POLICY.**

1 **(6) CONSUMER COMPLAINTS CONCERNING CLAIMS AGAINST A**
 2 **SURPLUS LINES POLICY ISSUED IN CONNECTION WITH, AND INCIDENTAL TO, A**
 3 **PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT ARE SUBJECT TO THE**
 4 **COMMISSIONER'S AUTHORITY UNDER § 27-303 OF THIS ARTICLE.**

5 ~~**(3) (7) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**~~
 6 ~~**PARAGRAPH, THE MOTOR VEHICLE LIABILITY INSURANCE POLICY DESCRIBED IN**~~
 7 ~~**PARAGRAPH ~~(2)~~ (1) OF THIS SUBSECTION SHALL BE PRIMARY WITH RESPECT TO THE**~~
 8 ~~**SHARED VEHICLE OWNER DRIVER, BUT MAY BE SECONDARY AS TO ANY OTHER VALID**~~
 9 ~~**AND COLLECTIBLE INSURANCE COVERING THE SHARED VEHICLE DRIVER TO THE**~~
 10 ~~**SHARED VEHICLE DRIVER'S MOTOR VEHICLE LIABILITY INSURANCE POLICY IF THE**~~
 11 ~~**SHARED MOTOR VEHICLE IS USED BY THE SHARED VEHICLE DRIVER AS A**~~
 12 ~~**REPLACEMENT VEHICLE, AS DEFINED IN § 18.5-102(A)(2)(I) OF THE**~~
 13 ~~**TRANSPORTATION ARTICLE.**~~

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

18 ~~**(4) A PEER TO PEER CAR SHARING PROGRAM MAY SPONSOR A**~~
 19 ~~**MOTOR VEHICLE INSURANCE POLICY THAT PROVIDES COVERAGE FOR PROPERTY**~~
 20 ~~**DAMAGE TO A SHARED MOTOR VEHICLE DURING THE CAR SHARING PERIOD.**~~

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

25 ~~**(6) A PEER TO PEER CAR SHARING PROGRAM MAY NOT BE**~~
 26 ~~**CONSIDERED TO BE ENGAGED IN THE BUSINESS OF INSURANCE OR IN THE**~~
 27 ~~**SOLICITATION, SALE, OR NEGOTIATION OF INSURANCE BY:**~~

28 ~~**(I) ACQUIRING OR SPONSORING A MOTOR VEHICLE INSURANCE**~~
 29 ~~**POLICY REQUIRED UNDER PARAGRAPH (2) OF THIS SUBSECTION OR PERMITTED**~~
 30 ~~**UNDER PARAGRAPH (4) OF THIS SUBSECTION;**~~

31 ~~**(II) INFORMING A SHARED VEHICLE OWNER OR A SHARED**~~
 32 ~~**VEHICLE DRIVER OF THE EXISTENCE AND TERMS AND CONDITIONS OF THE**~~
 33 ~~**INSURANCE;**~~

34 ~~**(III) ALLOWING A SHARED VEHICLE OWNER AND A SHARED**~~
 35 ~~**VEHICLE DRIVER TO SELECT DIFFERENT DEGREES OF FINANCIAL PROTECTION AND**~~
 36 ~~**BENEFITS THAT INCLUDE THE INSURANCE; OR**~~

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

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

9 (2) A MOTOR VEHICLE INSURER THAT ~~UNINTENTIONALLY~~ DEFENDS
10 OR INDEMNIFIES A CLAIM AGAINST A DRIVER THAT IS EXCLUDED UNDER THE TERMS
11 OF ITS POLICY SHALL HAVE ~~A RIGHT OF~~ THE RIGHT TO SEEK CONTRIBUTION
12 AGAINST THE MOTOR VEHICLE INSURER OF THE PEER-TO-PEER CAR SHARING
13 PROGRAM IF THE CLAIM IS:

14 (I) MADE AGAINST THE SHARED VEHICLE OWNER OR THE
15 SHARED VEHICLE DRIVER FOR LOSS OR INJURY THAT OCCURS DURING THE CAR
16 SHARING PERIOD; AND

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

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

23 (4) THE RIGHT TO EXCLUDE ANY AND ALL COVERAGE AND THE DUTY
24 TO DEFEND UNDER PARAGRAPH (1) OF THIS SUBSECTION APPLIES TO ANY
25 COVERAGE INCLUDED IN A MOTOR VEHICLE LIABILITY INSURANCE POLICY,
26 INCLUDING:

27 (I) LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY
28 DAMAGE;

29 (II) UNINSURED AND UNDERINSURED MOTORIST COVERAGE;

30 (III) MEDICAL PAYMENTS COVERAGE;

31 (IV) PERSONAL INJURY PROTECTION COVERAGE;

32 (V) COMPREHENSIVE PHYSICAL DAMAGE COVERAGE; AND

1 (VI) COLLISION PHYSICAL DAMAGE COVERAGE.

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

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

18 (G) NOTHING IN THIS SECTION:

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

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

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

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

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

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

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

10 Article - Transportation

11 ~~11-148.1.~~

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

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

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

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

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

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

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

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

31 (b) ~~"Rental vehicle" does not include:~~

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

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

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

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

6 18-101.

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

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

12 18-108.

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

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

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

19 18.5-101.

20 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS
 21 INDICATED.

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

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

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

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

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

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

5 **18.5-102.**

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

10 **(2) (I) IN THIS PARAGRAPH, “REPLACEMENT VEHICLE” MEANS A**
11 **MOTOR VEHICLE THAT IS USED IN A PEER-TO-PEER CAR SHARING PROGRAM WHILE**
12 **A MOTOR VEHICLE OWNED BY THE INDIVIDUAL IS NOT IN USE BECAUSE OF LOSS, AS**
13 **“LOSS” IS DEFINED IN THAT INDIVIDUAL’S APPLICABLE PRIVATE PASSENGER**
14 **AUTOMOBILE INSURANCE POLICY, OR BECAUSE OF BREAKDOWN, REPAIR, SERVICE,**
15 **OR DAMAGE.**

16 **(II) SUBJECT TO SUBPARAGRAPH (III) OF THIS PARAGRAPH, A**
17 **REPLACEMENT VEHICLE THAT IS MADE AVAILABLE THROUGH A PEER-TO-PEER CAR**
18 **SHARING PROGRAM MAY BE DEEMED TO HAVE SATISFIED THE REQUIREMENT OF**
19 **PARAGRAPH (1) OF THIS SUBSECTION BY MAINTAINING THE MINIMUM AMOUNT OF**
20 **SECURITY REQUIRED UNDER § 17-103 OF THIS ARTICLE THAT IS SECONDARY TO ANY**
21 **OTHER VALID AND COLLECTIBLE COVERAGE AND THAT EXTENDS COVERAGE TO THE**
22 **OWNER’S MOTOR VEHICLE IN AMOUNTS REQUIRED UNDER § 17-103(B) OF THIS**
23 **ARTICLE WHILE IT IS USED AS A REPLACEMENT VEHICLE.**

24 **(III) FOR A REPLACEMENT VEHICLE THAT IS MADE AVAILABLE**
25 **THROUGH A PEER-TO-PEER CAR SHARING PROGRAM, THE PEER-TO-PEER CAR**
26 **SHARING PROGRAM AGREEMENT FOR THE REPLACEMENT VEHICLE TO BE SIGNED**
27 **BY A SHARED VEHICLE OWNER AND A SHARED VEHICLE DRIVER SHALL CONTAIN A**
28 **PROVISION ON THE FACE OF THE PEER-TO-PEER CAR SHARING PROGRAM**
29 **AGREEMENT, IN AT LEAST 10 POINT BOLD TYPE, THAT INFORMS THE SHARED**
30 **VEHICLE DRIVER AND THE SHARED VEHICLE OWNER THAT THE COVERAGE ON THE**
31 **VEHICLE BEING SERVICED OR REPAIRED IS PRIMARY COVERAGE FOR THE**
32 **REPLACEMENT VEHICLE AND THE COVERAGE MAINTAINED BY THE PEER-TO-PEER**
33 **CAR SHARING PROGRAM ON THE REPLACEMENT VEHICLE IS SECONDARY.**

34 **(B) NOTWITHSTANDING ANY PROVISION OF A PEER-TO-PEER CAR SHARING**
35 **PROGRAM AGREEMENT TO THE CONTRARY, THE SECURITY REQUIRED UNDER THIS**
36 **SECTION SHALL COVER THE SHARED VEHICLE OWNER AND EACH PERSON DRIVING**

1 OR USING THE SHARED MOTOR VEHICLE WITH THE PERMISSION OF THE OWNER OR
2 THE PEER-TO-PEER CAR SHARING PROGRAM.

3 18.5-103.

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

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

10 (2) IS A NONRESIDENT WHO:

11 (i) HAS A DRIVER'S LICENSE ISSUED BY THE STATE OR
12 COUNTRY OF THE DRIVER'S RESIDENCE THAT AUTHORIZES THE DRIVER IN THAT
13 STATE OR COUNTRY TO DRIVE VEHICLES OF THE CLASS OF THE SHARED MOTOR
14 VEHICLE; AND

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

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

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

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

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

22 (3) THE NUMBER OF THE DRIVER'S LICENSE OF THE SHARED
23 VEHICLE DRIVER AND EACH OTHER PERSON WHO WILL OPERATE THE SHARED
24 MOTOR VEHICLE; AND

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

26 (C) ANY POLICE OFFICER OR AUTHORIZED REPRESENTATIVE OF THE
27 ADMINISTRATION MAY INSPECT THE RECORDS KEPT UNDER SUBSECTION (B) OF
28 THIS SECTION.

29 18.5-104.

1 (A) IF THE PEER-TO-PEER CAR SHARING PROGRAM KNOWS THAT THE
2 VEHICLE'S ODOMETER DOES NOT RECORD CORRECTLY ITS ACTUAL ACCUMULATED
3 MILEAGE, A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT, WITH INTENT TO
4 DEFRAUD, ENTER INTO A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT
5 WITH A SHARED VEHICLE DRIVER FOR WHICH ANY CHARGE IS BASED ON THE
6 DISTANCE TRAVELED.

7 (B) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT OTHERWISE ENTER
8 INTO A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT WITH A SHARED
9 VEHICLE DRIVER FOR WHICH ANY CHARGE IS BASED ON THE DISTANCE TRAVELED
10 AND DECEIVE THAT SHARED VEHICLE DRIVER AS TO THE DISTANCE THAT THE
11 SHARED MOTOR VEHICLE TRAVELED DURING THE CAR SHARING PERIOD.

12 (C) A PERSON CONVICTED OF A VIOLATION OF THIS SECTION IS SUBJECT TO
13 IMPRISONMENT NOT EXCEEDING 6 MONTHS OR A FINE NOT EXCEEDING \$500 OR
14 BOTH.

15 18.5-105.

16 A PERSON MAY NOT ALLOW A SHARED VEHICLE DRIVER, OR ANY OTHER
17 INDIVIDUAL WHO WILL DRIVE A SHARED MOTOR VEHICLE, TO OPERATE THE SHARED
18 MOTOR VEHICLE IF THE PERSON KNOWS THAT THE SHARED VEHICLE DRIVER, OR
19 OTHER INDIVIDUAL, IS UNDER THE INFLUENCE OF ALCOHOL, IMPAIRED BY
20 ALCOHOL, IMPAIRED BY A DRUG, A COMBINATION OF DRUGS, OR A COMBINATION OF
21 ONE OR MORE DRUGS AND ALCOHOL, OR IMPAIRED BY A CONTROLLED DANGEROUS
22 SUBSTANCE.

23 18.5-106.

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

28 18.5-107.

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

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

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

1 **(B) A PEER-TO-PEER CAR SHARING PROGRAM MAY NOT CHARGE A SHARED**
2 **VEHICLE DRIVER FOR THE USE OF A SHARED MOTOR VEHICLE AFTER THE CAR**
3 **SHARING PERIOD.**

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

7 **18.5-108.**

8 **(A) A PEER-TO-PEER CAR SHARING PROGRAM MAY CHARGE A SHARED**
9 **VEHICLE DRIVER A SEPARATELY STATED FEE TO RECOVER THE FOLLOWING COSTS**
10 **INCURRED BY THE PEER-TO-PEER CAR SHARING PROGRAM:**

11 **(1) ANY CONCESSION FEES PAID TO A GOVERNMENT-OWNED OR**
12 **GOVERNMENT-OPERATED:**

13 **(I) AIRPORT; OR**

14 **(II) OTHER ENTITY; AND**

15 **(2) ANY OTHER FEE OR CHARGE IMPOSED BY A GOVERNMENTAL**
16 **ENTITY.**

17 **(B) IF A PEER-TO-PEER CAR SHARING PROGRAM ADVERTISES THE RATE**
18 **AVAILABLE FOR A SHARED MOTOR VEHICLE IN THE STATE, THE FEES AUTHORIZED**
19 **UNDER THIS SECTION SHALL BE CLEARLY DISCLOSED IN THE ADVERTISEMENT.**

20 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
21 as follows:

22 **Article – Transportation**

23 **18.5-109.**

24 **(A) AT THE TIME WHEN A VEHICLE OWNER REGISTERS AS A SHARED**
25 **VEHICLE OWNER ON A PEER-TO-PEER CAR SHARING PROGRAM AND PRIOR TO THE**
26 **TIME WHEN THE SHARED VEHICLE OWNER MAKES A SHARED MOTOR VEHICLE**
27 **AVAILABLE FOR CAR SHARING ON THE PEER-TO-PEER CAR SHARING PROGRAM, THE**
28 **PEER-TO-PEER CAR SHARING PROGRAM SHALL:**

29 **(1) VERIFY THAT THE SHARED MOTOR VEHICLE DOES NOT HAVE ANY**
30 **SAFETY RECALLS ON THE VEHICLE FOR WHICH THE REPAIRS HAVE NOT BEEN MADE;**
31 **AND**

1 **(2) NOTIFY THE SHARED VEHICLE OWNER OF THE REQUIREMENTS**
2 **UNDER SUBSECTION (B) OF THIS SECTION.**

3 **(B) (1) IF THE SHARED VEHICLE OWNER HAS RECEIVED AN ACTUAL**
4 **NOTICE OF A SAFETY RECALL ON THE MOTOR VEHICLE, A SHARED VEHICLE OWNER**
5 **MAY NOT MAKE A MOTOR VEHICLE AVAILABLE AS A SHARED MOTOR VEHICLE ON A**
6 **PEER-TO-PEER CAR SHARING PROGRAM UNTIL THE SAFETY RECALL REPAIR HAS**
7 **BEEN MADE.**

8 **(2) IF A SHARED VEHICLE OWNER RECEIVES AN ACTUAL NOTICE OF A**
9 **SAFETY RECALL ON A SHARED MOTOR VEHICLE WHILE THE SHARED MOTOR**
10 **VEHICLE IS MADE AVAILABLE ON THE PEER-TO-PEER CAR SHARING PROGRAM, THE**
11 **SHARED VEHICLE OWNER SHALL REMOVE THE SHARED MOTOR VEHICLE AS**
12 **AVAILABLE ON THE PEER-TO-PEER CAR SHARING PROGRAM, AS SOON AS**
13 **PRACTICABLY POSSIBLE BUT NO LATER THAN 72 HOURS AFTER RECEIVING THE**
14 **NOTICE OF THE SAFETY RECALL AND UNTIL THE SAFETY RECALL REPAIR HAS BEEN**
15 **MADE.**

16 **(3) IF A SHARED VEHICLE OWNER RECEIVES AN ACTUAL NOTICE OF A**
17 **SAFETY RECALL WHILE THE SHARED MOTOR VEHICLE IS BEING USED IN THE**
18 **POSSESSION OF A SHARED VEHICLE DRIVER, AS SOON AS PRACTICABLY POSSIBLE**
19 **BUT NO LATER THAN 72 HOURS AFTER RECEIVING THE NOTICE OF THE SAFETY**
20 **RECALL, THE SHARED VEHICLE OWNER SHALL NOTIFY BOTH THE SHARED VEHICLE**
21 **DRIVER AND THE PEER-TO-PEER CAR SHARING PROGRAM ABOUT THE SAFETY**
22 **RECALL SO THAT THE SHARED VEHICLE OWNER MAY ADDRESS THE SAFETY RECALL**
23 **REPAIR.**

24 **18.5-110.**

25 **(A) AT THE TIME WHEN A VEHICLE OWNER REGISTERS AS A SHARED**
26 **VEHICLE OWNER ON A PEER-TO-PEER CAR SHARING PROGRAM AND PRIOR TO THE**
27 **TIME WHEN THE SHARED VEHICLE OWNER MAKES A SHARED MOTOR VEHICLE**
28 **AVAILABLE FOR CAR SHARING ON THE PEER-TO-PEER CAR SHARING PROGRAM, THE**
29 **PEER-TO-PEER CAR SHARING PROGRAM SHALL:**

30 **(1) VERIFY THE AGE OF THE SHARED MOTOR VEHICLE;**

31 **(2) REQUEST THE SHARED VEHICLE OWNER TO PROVIDE THE DATE**
32 **OF THE LAST STATE INSPECTION, OR IF THE DATE IS UNKNOWN, THE GENERAL TIME**
33 **PERIOD OF THE LAST STATE INSPECTION;**

34 **(3) DISCLOSE IN THE DESCRIPTION OF THE SHARED MOTOR VEHICLE**
35 **ON THE PEER-TO-PEER CAR SHARING PROGRAM'S WEBSITE THE INFORMATION**

1 PROVIDED UNDER ITEM (2) OF THIS SUBSECTION SO THAT POTENTIAL SHARED
 2 VEHICLE DRIVERS ARE AWARE OF THE LAST STATE INSPECTION DATE BEFORE THEY
 3 ENTER INTO A PEER-TO-PEER CAR SHARING PROGRAM AGREEMENT; AND

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

6 (B) (1) A SHARED VEHICLE OWNER MAY NOT MAKE A MOTOR VEHICLE
 7 AVAILABLE AS A SHARED MOTOR VEHICLE ON A PEER-TO-PEER CAR SHARING
 8 PROGRAM IF THE MOTOR VEHICLE IS OLDER THAN 10 YEARS UNLESS THE SHARED
 9 VEHICLE OWNER HAS OBTAINED A VALID STATE INSPECTION CERTIFICATE FOR THE
 10 MOTOR VEHICLE NO EARLIER THAN 90 DAYS BEFORE MAKING THE SHARED MOTOR
 11 VEHICLE AVAILABLE AS A SHARED MOTOR VEHICLE.

12 (2) IF A SHARED VEHICLE OWNER HAS OBTAINED A VALID STATE
 13 INSPECTION CERTIFICATE FOR A MOTOR VEHICLE UNDER PARAGRAPH (1) OF THIS
 14 SUBSECTION, THE SHARED VEHICLE OWNER SHALL OBTAIN ANOTHER VALID STATE
 15 INSPECTION CERTIFICATE AT LEAST ONCE FOR EVERY 10,000 MILES ADDED TO THE
 16 VEHICLE'S ODOMETER SINCE THE ISSUANCE OF THE PRIOR STATE INSPECTION
 17 CERTIFICATE.

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

20 Article – Tax – General

21 11-101.

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

27 (i) A SHORT-TERM VEHICLE RENTAL, AS DEFINED IN §
 28 11-104(C) OF THIS SUBTITLE; OR

29 (ii) A SHARED MOTOR VEHICLE USED FOR PEER-TO-PEER CAR
 30 SHARING AND MADE AVAILABLE ON A PEER-TO-PEER CAR SHARING PROGRAM, AS
 31 DEFINED IN § 19-520 OF THE INSURANCE ARTICLE.

32 11-104.

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

- 1 (1) for a taxable price of less than \$1:
- 2 (i) 1 cent if the taxable price is 20 cents;
- 3 (ii) 2 cents if the taxable price is at least 21 cents but less than 34
4 cents;
- 5 (iii) 3 cents if the taxable price is at least 34 cents but less than 51
6 cents;
- 7 (iv) 4 cents if the taxable price is at least 51 cents but less than 67
8 cents;
- 9 (v) 5 cents if the taxable price is at least 67 cents but less than 84
10 cents; and
- 11 (vi) 6 cents if the taxable price is at least 84 cents; and
- 12 (2) for a taxable price of \$1 or more:
- 13 (i) 6 cents for each exact dollar; and
- 14 (ii) for that part of a dollar in excess of an exact dollar:
- 15 1. 1 cent if the excess over an exact dollar is at least 1 cent
16 but less than 17 cents;
- 17 2. 2 cents if the excess over an exact dollar is at least 17 cents
18 but less than 34 cents;
- 19 3. 3 cents if the excess over an exact dollar is at least 34 cents
20 but less than 51 cents;
- 21 4. 4 cents if the excess over an exact dollar is at least 51 cents
22 but less than 67 cents;
- 23 5. 5 cents if the excess over an exact dollar is at least 67 cents
24 but less than 84 cents; and
- 25 6. 6 cents if the excess over an exact dollar is at least 84
26 cents.
- 27 (c) (1) In this subsection:
- 28 (i) “short-term vehicle rental” means a rental of a passenger car, as
29 defined in § 11-144.2 of the Transportation Article, or a vehicle that may be registered as

1 a Class D, E, F, G, or M vehicle under Title 13, Subtitle 9 of the Transportation Article, for
 2 a period of 180 days or less under the following terms:

3 1. the vendor does not provide a driver for the vehicle as a
 4 part of the rental; and

5 2. if the vehicle is a passenger car, as defined in § 11-144.2
 6 of the Transportation Article, a multipurpose passenger vehicle, or a motorcycle, the vehicle
 7 is not to be used to transport individuals or property for hire; and

8 (ii) “short-term vehicle rental” does not include a rental of:

9 1. a dump truck, as described in § 13-919 of the
 10 Transportation Article;

11 2. a tow truck, as described in § 13-920 of the Transportation
 12 Article; [or]

13 3. a farm vehicle exempt from the sales and use tax under §
 14 11-201(a) of this title; OR

15 4. **ASHARED MOTOR VEHICLE USED FOR PEER-TO-PEER**
 16 **CAR SHARING AND MADE AVAILABLE ON A PEER-TO-PEER CAR SHARING PROGRAM,**
 17 **AS DEFINED IN § 19-520 OF THE INSURANCE ARTICLE AND THAT IS SUBJECT TO**
 18 **SALES AND USE TAX UNDER SUBSECTION (C-1) OF THIS SECTION.**

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

23 SECTION 4. AND BE IT FURTHER ENACTED, That, on or before December 31,
 24 2019, the Consumer Protection Division of the Office of the Attorney General shall report
 25 to the Senate Finance Committee and the House Economic Matters Committee, in
 26 accordance with § 2-1246 of the State Government Article, on the number and nature of
 27 complaints received relating to peer-to-peer car sharing programs, including complaints
 28 regarding the safety of shared motor vehicles.

29 SECTION 5. AND BE IT FURTHER ENACTED, That, on or before December 31,
 30 2019:

31 (1) the Motor Vehicle Administration shall:

32 (i) identify and compile information that could assist the General
 33 Assembly in determining a fair and equitable State taxation on sales and charges made in

1 connection with a shared motor vehicle used for peer-to-peer car sharing and made
2 available on a peer-to-peer car sharing program;

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

5 1. a comparison of taxation and other governmental fees in
6 the State:

7 A. relating to short-term vehicle rentals, including
8 exemption from excise titling tax at the time of purchase of rental vehicles, reduced
9 certificate of title fees at time of purchase of rental vehicles, reduced vehicle registration
10 fees at time of purchase of rental vehicles, and reduced vehicle registration fees for biennial
11 renewal of vehicle registrations; with

12 B. relating to peer-to-peer car sharing, including excise
13 titling tax at the time of purchase of shared motor vehicles by shared vehicle owners,
14 certificate of title fees at the time of purchase of shared motor vehicles by shared vehicle
15 owners, vehicle registration fees at the time of purchase of shared motor vehicles by shared
16 vehicle owners, and vehicle registration fees for biennial renewal of vehicle registrations;

17 2. a comparison of taxation and other governmental fees
18 relating to short-term vehicle rentals and peer-to-peer car sharing in other states;

19 3. a trend of the taxation and other governmental fees
20 collected by the Administration on short-term vehicle rentals in the State;

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

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

27 (2) the Comptroller shall:

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

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

34 1. a comparison of taxation and other governmental fees in
35 the State:

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

3 B. relating to peer-to-peer car sharing, including income tax
4 on peer-to-peer car sharing programs and shared vehicle owners and sales tax on shared
5 vehicle drivers;

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

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

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

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

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

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

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

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