

AN ACT CONCERNING PEER-TO-PEER CAR SHARING PROGRAMS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. (NEW) (*Effective January 1, 2022*) For the purposes of this
2 section and sections 2 to 13, inclusive, of this act:

3 (1) "Peer-to-peer car sharing" means the authorized use of a shared
4 vehicle by a person other than the shared vehicle owner through a peer-
5 to-peer car sharing program.

6 (2) "Peer-to-peer car sharing program" or "program" means a business
7 entity that is engaged in the business of operating an online platform to
8 connect a shared vehicle owner with a shared vehicle driver to enable
9 peer-to-peer car sharing in this state. "Peer-to-peer car sharing program"
10 does not include a rental company, as defined in section 12-692 of the
11 general statutes.

12 (3) "Car sharing program agreement" means the terms and conditions
13 applicable to a shared vehicle owner and a shared vehicle driver that
14 govern the use of a shared vehicle.

15 (4) "Shared vehicle" means a vehicle that is available for sharing
16 through a peer-to-peer car sharing program. "Shared vehicle" does not
17 include a rental motor vehicle, as defined in section 14-15b of the general
18 statutes.

19 (5) "Shared vehicle driver" means a person authorized by the shared

20 vehicle owner to drive the shared vehicle under a car sharing program
21 agreement.

22 (6) "Shared vehicle owner" means the registered owner, or a person
23 or entity designated by the registered owner, of a vehicle made available
24 to shared vehicle drivers through a peer-to-peer car sharing program.

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

29 (8) "Car sharing period" means the period of time that commences
30 with the car sharing delivery period or, if there is no car sharing delivery
31 period, that commences with the car sharing start time, and ends at the
32 car sharing termination time.

33 (9) "Car sharing start time" means the time when a shared vehicle
34 driver takes possession and control of the shared vehicle at or after the
35 time the reservation of a shared vehicle is scheduled to begin pursuant
36 to a car sharing program agreement.

37 (10) "Car sharing termination time" means the earliest of the
38 following events:

39 (A) The expiration of the agreed upon period of time established for
40 the use of a shared vehicle according to the terms of the car sharing
41 program agreement if the shared vehicle is delivered to the location
42 agreed upon in such agreement;

43 (B) When the shared vehicle is returned to a location as alternatively
44 agreed upon by the shared vehicle owner and shared vehicle driver as
45 communicated through a peer-to-peer car sharing program and
46 incorporated into the car sharing program agreement; or

47 (C) When the shared vehicle owner or the shared vehicle owner's
48 authorized designee takes possession and control of the shared vehicle.

49 Sec. 2. (NEW) (*Effective January 1, 2022*) (a) Except as provided in
50 subsection (b) of this section, a peer-to-peer car sharing program shall
51 assume liability of a shared vehicle owner for bodily injury or property
52 damage to third parties, or uninsured and underinsured motorist or
53 personal injury protection losses, during the car sharing period in an
54 amount stated in the peer-to-peer car sharing program agreement, but
55 not less than the minimum amounts provided in regulations adopted
56 pursuant to section 38a-334 of the general statutes.

57 (b) The assumption of liability under subsection (a) of this section
58 shall not apply to any shared vehicle owner when: (1) A shared vehicle
59 owner makes an intentional or fraudulent material misrepresentation or
60 omission to the peer-to-peer car sharing program before the car sharing
61 period in which the loss occurred; or (2) a shared vehicle owner acts in
62 concert with a shared vehicle driver who fails to return the shared
63 vehicle pursuant to the car sharing program agreement.

64 (c) Notwithstanding the definition of "car sharing termination time"
65 provided in section 1 of this act, the assumption of liability under
66 subsection (a) of this section shall apply to bodily injury, property
67 damage, uninsured and underinsured motorist or personal injury
68 protection losses by damaged third parties as required by section 38a-
69 334 of the general statutes.

70 (d) A peer-to-peer car sharing program shall ensure that, during each
71 car sharing period, the shared vehicle owner and the shared vehicle
72 driver are insured under an automobile liability insurance policy that:
73 (1) Provides insurance coverage in amounts not less than the minimum
74 amounts set forth in regulations adopted pursuant to section 38a-334 of
75 the general statutes; and (2) (A) recognizes that the shared vehicle
76 insured under the policy is made available and used through a peer-to-
77 peer car sharing program; or (B) does not exclude the use of a shared
78 vehicle by a shared vehicle driver.

79 (e) The coverage requirements of subsection (d) may be satisfied by
80 an automobile liability insurance maintained by: (1) A shared vehicle

81 owner; (2) a shared vehicle driver; (3) a peer-to-peer car sharing
82 program; or (4) a shared vehicle owner, a shared vehicle driver and a
83 peer-to-peer car sharing program.

84 (f) The automobile liability insurance required pursuant to subsection
85 (d) of this section and maintained pursuant to subsection (e) of this
86 section shall assume primary liability for a claim:

87 (1) During each car sharing period;

88 (2) When a dispute exists as to who was in control of the shared
89 vehicle at the time of the loss and the peer-to-peer car sharing program
90 does not have available, did not retain or fails to provide the information
91 required by section 5 of this act that relates to the claim; or

92 (3) When a dispute exists as to whether the shared vehicle was
93 returned to the alternatively agreed upon location incorporated into the
94 car sharing program agreement.

95 (g) In the event that a claim occurs in another state that requires
96 minimum amounts to be included in automobile liability insurance
97 policies that are higher than the minimum amounts set forth in
98 regulations adopted pursuant to section 38a-334 of the general statutes
99 during the car sharing period, the coverage maintained pursuant to
100 subsection (e) of this section shall satisfy the difference in minimum
101 amounts up to the applicable policy limits.

102 (h) If an automobile liability insurance policy maintained by a shared
103 vehicle owner or shared vehicle driver has lapsed or does not provide
104 the coverage required pursuant to subsection (d) of this section, the
105 peer-to-peer car sharing program's automobile liability insurance policy
106 shall provide such coverage, beginning with the first dollar of a claim,
107 and the insurance company issuing such policy shall have the duty to
108 defend a claim except under circumstances as set forth in subsection (b)
109 of this section.

110 (i) Coverage under an automobile insurance policy maintained by the

111 peer-to-peer car sharing program shall not be contingent on another
112 automobile insurance company first denying a claim, nor such other
113 insurance company be required to first deny a claim.

114 (j) Nothing in this section shall:

115 (1) Limit the liability of the peer-to-peer car sharing program for any
116 act or omission of the program that results in bodily injury to any person
117 as a result of the use of a shared vehicle through a program; or

118 (2) Limit the ability of the peer-to-peer car sharing program to
119 contract for indemnification from the shared vehicle owner or the
120 shared vehicle driver for economic loss sustained by the program
121 resulting from a breach of the terms and conditions of the car sharing
122 program agreement.

123 Sec. 3. (NEW) (*Effective January 1, 2022*) When a vehicle owner
124 registers as a shared vehicle owner with a peer-to-peer car sharing
125 program but before the shared vehicle is made available for peer-to-peer
126 car sharing, the peer-to-peer car sharing program shall notify the shared
127 vehicle owner that, if the shared vehicle has a lien against it, the use of
128 the shared vehicle through a peer-to-peer car sharing program,
129 including use without physical damage coverage, may violate the terms
130 of the contract with the lienholder.

131 Sec. 4. (NEW) (*Effective January 1, 2022*) (a) An insurance company
132 that offers automobile liability insurance coverage in this state may offer
133 automobile liability insurance policies to individuals that exclude any
134 or all coverage and the duty to defend or indemnify any claim afforded
135 under a shared vehicle owner's automobile liability insurance policy.
136 Such exclusions may include, but are not limited to: (1) Liability
137 coverage for bodily injury and property damage; (2) personal injury
138 protection coverage; (3) uninsured and underinsured motorist coverage;
139 (4) medical payments coverage; (5) comprehensive physical damage
140 coverage; or (6) collision physical damage coverage.

141 (b) Nothing in this section shall be construed to: (1) Invalidate or limit
142 an exclusion contained in an automobile liability insurance policy,
143 including any insurance policy that excludes coverage for motor
144 vehicles made available for rent, sharing, hire or business use, or (2)
145 invalidate, limit or restrict an insurance company that offers automobile
146 liability insurance coverage to underwrite, cancel or not renew any
147 insurance policy.

148 Sec. 5. (NEW) (*Effective January 1, 2022*) A peer-to-peer car sharing
149 program shall collect and verify records pertaining to the use of a shared
150 vehicle, including, but not limited to, the times used, location of the car
151 sharing start time and car sharing termination time, car sharing period
152 fees paid by the shared vehicle driver and revenues received by the
153 shared vehicle owner. The program shall provide such records: (1) Upon
154 request to the shared vehicle owner, the shared vehicle owner's
155 insurance company or the shared vehicle driver's insurance company to
156 facilitate a claim coverage investigation, settlement, negotiation or
157 litigation, or (2) as required by an agreement entered into pursuant to
158 section 13 of this act. The program shall retain the records for a time
159 period not less than the applicable personal injury statute of limitations.

160 Sec. 6. (NEW) (*Effective January 1, 2022*) A peer-to-peer car sharing
161 program and a shared vehicle owner shall be exempt from vicarious
162 liability in accordance with 49 USC 30106, as amended from time to
163 time, and under any state law or municipal ordinance that imposes
164 liability solely based on vehicle ownership.

165 Sec. 7. (NEW) (*Effective January 1, 2022*) An insurance company that
166 defends or indemnifies a claim against a shared vehicle that is excluded
167 under the terms of its automobile liability insurance policy shall have a
168 right to seek recovery against the insurance company of the peer-to-peer
169 car sharing program if the claim is: (1) Made against the shared vehicle
170 owner or the shared vehicle driver for loss or injury that occurs during
171 the car sharing period; and (2) excluded under the terms of its policy.

172 Sec. 8. (NEW) (*Effective January 1, 2022*) (a) A peer-to-peer car sharing

173 program shall have an insurable interest in a shared vehicle during the
174 car sharing period. Nothing in this subsection shall create liability for a
175 peer-to-peer car sharing program for failure to maintain the insurance
176 coverage required pursuant to section 2 of this act.

177 (b) A peer-to-peer car sharing program may own and maintain, as the
178 named insured, one or more policies of automobile liability insurance
179 that provides coverage for: (1) Liability assumed by the peer-to-peer car
180 sharing program under a car sharing program agreement; (2) any
181 liability of the shared vehicle owner; (3) damage or loss to the shared
182 vehicle; or (4) any liability of the shared vehicle driver.

183 Sec. 9. (NEW) (*Effective January 1, 2022*) Each car sharing program
184 agreement shall, at a minimum, disclose to the shared vehicle owner and
185 the shared vehicle driver:

186 (1) Any right of the peer-to-peer car sharing program to seek
187 indemnification from the shared vehicle owner or the shared vehicle
188 driver for economic loss sustained by the program resulting from a
189 breach of the terms and conditions of the car sharing program
190 agreement;

191 (2) That an automobile liability insurance policy issued to the shared
192 vehicle owner for the shared vehicle or to the shared vehicle driver does
193 not provide a defense or indemnification for any claim asserted by the
194 peer-to-peer car sharing program;

195 (3) That the peer-to-peer car sharing program's insurance coverage
196 on the shared vehicle owner and the shared vehicle driver is in effect
197 only during each car sharing period and that, for any use of the shared
198 vehicle by the shared vehicle driver after the car sharing termination
199 time, the shared vehicle driver and the shared vehicle owner may not
200 have insurance coverage;

201 (4) The daily rate, fees and, if applicable, any insurance or protection
202 package costs that are charged to the shared vehicle owner or the shared

203 vehicle driver;

204 (5) That the shared vehicle owner's automobile liability insurance
205 may not provide coverage for a shared vehicle;

206 (6) An emergency telephone number to personnel capable of
207 answering calls for roadside assistance and other customer service
208 inquiries; and

209 (7) If there are conditions under which a shared vehicle driver shall
210 maintain a personal automobile insurance policy with certain applicable
211 coverage limits on a primary basis to book a shared vehicle.

212 Sec. 10. (NEW) (*Effective January 1, 2022*) (a) A peer-to-peer car sharing
213 program may not enter into a car sharing program agreement with a
214 shared vehicle driver unless the shared vehicle driver holds an
215 operator's license, as defined in section 14-1 of the general statutes, that
216 authorizes the driver to operate a motor vehicle of the same class as the
217 shared vehicle.

218 (b) A peer-to-peer car sharing program shall keep a record of: (1) The
219 name and address of the shared vehicle driver; (2) the number of the
220 operator's license of each shared vehicle driver; and (3) the place of
221 issuance of the operator's license.

222 Sec. 11. (NEW) (*Effective January 1, 2022*) A peer-to-peer car sharing
223 program is responsible for any equipment, such as a global positioning
224 system, that is put in or on the shared vehicle to monitor or facilitate the
225 car sharing transaction. The program shall indemnify and hold harmless
226 the shared vehicle owner for any damage to or theft of such equipment
227 during the sharing period, unless caused by the vehicle owner. The
228 peer-to-peer car sharing program has the right to seek indemnification
229 from the shared vehicle driver for any loss or damage to such equipment
230 that occurs during the sharing period.

231 Sec. 12. (NEW) (*Effective January 1, 2022*) (a) When a shared vehicle
232 owner registers a shared vehicle with a peer-to-peer car sharing

233 program but before the shared vehicle is available for peer-to-peer car
234 sharing, the program shall: (1) Verify that the shared vehicle is not
235 subject to a safety recall for which the repairs have not been made; and
236 (2) notify the shared vehicle owner of the requirements under
237 subsection (b) of this section.

238 (b) (1) If a shared vehicle owner received an actual notice of a safety
239 recall for the shared vehicle, the shared vehicle owner shall not make
240 the shared vehicle available with a peer-to-peer car sharing program
241 until the safety recall repair has been made.

242 (2) If a shared vehicle owner receives an actual notice of a safety recall
243 for a shared vehicle while the shared vehicle is made available on the
244 peer-to-peer car sharing program, the shared vehicle owner shall
245 remove the shared vehicle's availability with the program as soon as
246 practicable after receiving such notice and until the safety recall repair
247 has been made.

248 (3) If a shared vehicle owner receives an actual notice of a safety recall
249 for a shared vehicle during the sharing period, the shared vehicle owner
250 shall notify both the shared vehicle driver and the peer-to-peer car
251 sharing program of the safety recall as soon as practicable.

252 Sec. 13. (NEW) (*Effective January 1, 2022*) A peer-to-peer car sharing
253 program shall not permit the operation of peer-to-peer car sharing at
254 Bradley International Airport unless such program enters into an
255 agreement with the Connecticut Airport Authority, established
256 pursuant to section 15-120bb of the general statutes. The Connecticut
257 Airport Authority may charge and collect a reasonable fee from any
258 such program for the privilege of operating peer-to-peer car sharing at
259 such airport.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>January 1, 2022</i>	New section

Proposed Substitute Bill No. 6568

Sec. 2	<i>January 1, 2022</i>	New section
Sec. 3	<i>January 1, 2022</i>	New section
Sec. 4	<i>January 1, 2022</i>	New section
Sec. 5	<i>January 1, 2022</i>	New section
Sec. 6	<i>January 1, 2022</i>	New section
Sec. 7	<i>January 1, 2022</i>	New section
Sec. 8	<i>January 1, 2022</i>	New section
Sec. 9	<i>January 1, 2022</i>	New section
Sec. 10	<i>January 1, 2022</i>	New section
Sec. 11	<i>January 1, 2022</i>	New section
Sec. 12	<i>January 1, 2022</i>	New section
Sec. 13	<i>January 1, 2022</i>	New section