



General Assembly

January Session, 2021

Raised Bill No. 6568

LCO No. 3807



Referred to Committee on TRANSPORTATION

Introduced by:
(TRA)

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 subsection (a) of section
11 12-692 of the 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 passenger motor vehicle or rental truck, as those terms are
18 defined in subsection (a) of section 12-692 of the general statutes.

19 (5) "Shared vehicle driver" means a person authorized by the shared
20 vehicle driver 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: (A) The expiration of the agreed upon period of time
39 established for the use of a shared vehicle according to the terms of the
40 car sharing program agreement if the shared vehicle is delivered to the
41 location agreed upon in such agreement; (B) when the shared vehicle is
42 returned to a location as alternatively agreed upon by the shared vehicle
43 owner and shared vehicle driver as communicated through a peer-to-
44 peer car sharing program; or (C) when the shared vehicle owner or the
45 shared vehicle owner's authorized designee takes possession and

46 control of the shared vehicle.

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

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

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

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

77 (e) The coverage requirements of subsection (d) may be satisfied by

78 an automobile liability insurance maintained by: (1) A shared vehicle
79 owner; (2) a shared vehicle driver; (3) a peer-to-peer car sharing
80 program; or (4) a shared vehicle owner, a shared vehicle driver and a
81 peer-to-peer car sharing program.

82 (f) The automobile liability insurance required pursuant to subsection
83 (d) of this section and maintained pursuant to subsection (e) of this
84 section shall be primary during each car sharing period.

85 (g) (1) The peer-to-peer car sharing program shall assume primary
86 liability for a claim when: (A) The program is in whole or in part
87 providing the automobile liability insurance required and maintained
88 pursuant to subsections (d) and (e) of this section; (B) a dispute exists as
89 to who was in control of the shared vehicle at the time of the loss; and
90 (C) the program does not have available, did not retain or fails to
91 provide the information required by section 5 of this act that related to
92 the claim.

93 (2) The shared motor vehicle's insurance company shall indemnify
94 the peer-to-peer car sharing program to the extent of its obligation
95 under, if any, the applicable insurance policy, if it is determined that the
96 shared motor vehicle's owner was in control of the shared motor vehicle
97 at the time of the loss.

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

106 (i) Coverage under an automobile insurance policy maintained by the
107 peer-to-peer car sharing program shall not be contingent on another
108 automobile insurance company first denying a claim, nor such other
109 insurance company be required to first deny a claim.

110 (j) Nothing in this section shall:

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

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

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

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

137 (b) Nothing in this section shall be construed to invalidate or limit an
138 exclusion contained in an automobile liability insurance policy,
139 including any insurance policy that excludes coverage for motor
140 vehicles made available for rent, sharing, hire or business use.

141 Sec. 5. (NEW) (*Effective January 1, 2022*) A peer-to-peer car sharing
142 program shall collect and verify records pertaining to the use of a shared
143 vehicle, including, but not limited to, the times used, fees paid by the
144 shared vehicle driver and revenues received by the shared vehicle
145 owner. The program shall provide such records upon request to the
146 shared vehicle owner, the shared vehicle owner's insurance company or
147 the shared vehicle driver's insurance company to facilitate a claim
148 coverage investigation, or as required by an airport concession
149 agreement. The program shall retain the records for a time period not
150 less than the applicable personal injury statute of limitations.

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

156 Sec. 7. (NEW) (*Effective January 1, 2022*) An insurance company that
157 defends or indemnifies a claim against a shared vehicle that is excluded
158 under the terms of its automobile liability insurance policy shall have a
159 right to seek contribution against the insurance company of the peer-to-
160 peer car sharing program if the claim is: (1) Made against the shared
161 vehicle owner or the shared vehicle driver for loss or injury that occurs
162 during the car sharing period; and (2) excluded under the terms of its
163 policy.

164 Sec. 8. (NEW) (*Effective January 1, 2022*) (a) A peer-to-peer car sharing
165 program shall have an insurable interest in a shared vehicle during the
166 car sharing period. Nothing in this subsection shall create liability for a
167 peer-to-peer car sharing program for failure to maintain the insurance
168 coverage required pursuant to section 2 of this act.

169 (b) A peer-to-peer car sharing program may own and maintain, as the
170 named insured, one or more policies of automobile liability insurance
171 that provides coverage for: (1) Liability assumed by the peer-to-peer car
172 sharing program under a car sharing program agreement; (2) any
173 liability of the shared vehicle owner; (3) damage or loss to the shared

174 vehicle; or (4) any liability of the shared vehicle driver.

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

178 (1) Any right of the peer-to-peer car sharing program to seek
179 indemnification from the shared vehicle owner or the shared vehicle
180 driver for economic loss sustained by the program resulting from a
181 breach of the terms and conditions of the car sharing program
182 agreement;

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

187 (3) That the peer-to-peer car sharing program's insurance coverage
188 on the shared vehicle owner and the shared vehicle driver is in effect
189 only during each car sharing period and that, for any use of the shared
190 vehicle by the shared vehicle driver after the car sharing termination
191 time, the shared vehicle driver and the shared vehicle owner may not
192 have insurance coverage;

193 (4) The daily rate, fees and, if applicable, any insurance or protection
194 package costs that are charged to the shared vehicle owner or the shared
195 vehicle driver;

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

198 (6) An emergency telephone number to personnel capable of fielding
199 roadside assistance and other customer service inquiries; and

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

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

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

213 Sec. 11. (NEW) (*Effective January 1, 2022*) A peer-to-peer car sharing
214 program is responsible for any equipment, such as a global positioning
215 system, that is put in or on the shared vehicle to monitor or facilitate the
216 car sharing transaction. The program shall indemnify and hold harmless
217 the shared vehicle owner for any damage to or theft of such equipment
218 during the sharing period, unless caused by the vehicle owner. The
219 peer-to-peer car sharing program has the right to seek indemnity from
220 the shared vehicle driver for any loss or damage to such equipment that
221 occurs during the sharing period.

222 Sec. 12. (NEW) (*Effective January 1, 2022*) (a) When a shared vehicle
223 owner registers a shared vehicle with a peer-to-peer car sharing
224 program and before the shared vehicle is available for peer-to-peer car
225 sharing, the program shall: (1) Verify that the shared vehicle is not
226 subject to a safety recall for which the repairs have not been made; and
227 (2) notify the shared vehicle owner of the requirements under
228 subsection (b) of this section.

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

233 (2) If a shared vehicle owner receives an actual notice of a safety recall
234 for a shared vehicle while the shared vehicle is made available on the

235 peer-to-peer car sharing program, the shared vehicle owner shall
236 remove the shared vehicle's availability with the program as soon as
237 practicable after receiving such notice and until the safety recall repair
238 has been made.

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

243 Sec. 13. (NEW) (*Effective January 1, 2022*) A peer-to-peer car sharing
244 program shall not permit the operation of peer-to-peer car sharing at
245 Bradley International Airport unless such program enters into an
246 agreement with the Connecticut Airport Authority, established
247 pursuant to section 15-120bb of the general statutes. The Connecticut
248 Airport Authority may charge and collect a reasonable fee from any
249 such program for the privilege of operating peer-to-peer car sharing at
250 such airport.

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

Statement of Purpose:

To regulate the operations of and insurance requirements for peer-to-peer car sharing programs.

[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]