
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2098 Session of
2021

INTRODUCED BY E. NELSON, BURGOS, ORTITAY, RADER, MERCURI,
GUZMAN, RYAN, KAIL, FEE, SANKEY AND FARRY, NOVEMBER 23, 2021

REFERRED TO COMMITTEE ON INSURANCE, NOVEMBER 23, 2021

AN ACT

1 Amending Titles 40 (Insurance) and 74 (Transportation) of the
2 Pennsylvania Consolidated Statutes, in special provisions
3 relating to particular classes of insurers, providing for
4 peer-to-peer car sharing; and, in airport operation and
5 zoning, providing for peer-to-peer car sharing.

6 The General Assembly of the Commonwealth of Pennsylvania
7 hereby enacts as follows:

8 Section 1. Part III of Title 40 of the Pennsylvania
9 Consolidated Statutes is amended by adding an article to read:

10 ARTICLE C

11 TRANSPORTATION

12 Chapter

13 69. Peer-to-Peer Car Sharing

14 CHAPTER 69

15 PEER-TO-PEER CAR SHARING

16 Subchapter

17 A. Preliminary Provisions

18 B. Insurance

19 C. Consumer Protections

1 SUBCHAPTER A

2 PRELIMINARY PROVISIONS

3 Sec.

4 6901. Scope of chapter.

5 6902. Definitions.

6 § 6901. Scope of chapter.

7 This chapter relates to peer-to-peer car sharing.

8 § 6902. Definitions.

9 The following words and phrases when used in this chapter
10 shall have the meanings given to them in this section unless the
11 context clearly indicates otherwise:

12 "Car sharing delivery period." The period of time during
13 which a shared vehicle is being delivered to the location of the
14 car sharing start time, if applicable, as documented by the
15 governing car sharing program agreement.

16 "Car sharing period." The period of time that commences with
17 the car sharing delivery period or, if there is no car sharing
18 delivery period, that commences with the car sharing start time
19 and in either case ends at the car sharing termination time.

20 "Car sharing program agreement." As follows:

21 (1) The terms and conditions applicable to a shared
22 vehicle owner and a shared vehicle driver that govern the use
23 of a shared vehicle through a peer-to-peer car sharing
24 program.

25 (2) The term does not include:

26 (i) A rental contract within the meaning of Article
27 XVI-A of the act of March 4, 1971 (P.L.6, No.2), known as
28 the Tax Reform Code of 1971.

29 (ii) Any other agreement relating to a rental
30 vehicle or vehicle rental activity under any State,

1 county, municipal or other local statute, law, rule,
2 regulation or ordinance.

3 "Car sharing start time." The time when the shared vehicle
4 becomes subject to the control of the shared vehicle driver at
5 or after the time the reservation of a shared vehicle is
6 scheduled to begin as documented in the records of a peer-to-
7 peer car sharing program.

8 "Car sharing termination time." The earliest of the
9 following events:

10 (1) The expiration of the agreed-upon period of time
11 established for the use of a shared vehicle according to the
12 terms of the car sharing program agreement if the shared
13 vehicle is delivered to the location agreed upon in the car
14 sharing program agreement.

15 (2) When the shared vehicle is returned to a location as
16 alternatively agreed upon by the shared vehicle owner and
17 shared vehicle driver as communicated through a peer-to-peer
18 car sharing program, which alternatively agreed-upon location
19 shall be incorporated into the car sharing program agreement.

20 (3) When the shared vehicle owner or the shared vehicle
21 owner's authorized designee takes possession and control of
22 the shared vehicle.

23 "Financial responsibility." As follows:

24 (1) The ability to respond in damages for liability on
25 account of accidents arising out of the maintenance or use of
26 a motor vehicle in the amount of:

27 (i) \$25,000 because of injury to one person in any
28 one accident.

29 (ii) \$50,000 because of injury to two or more
30 persons in any one accident.

1 (iii) \$20,000 because of damage to property of
2 others in any one accident.

3 (2) The financial responsibility shall be in a form
4 acceptable to the Department of Transportation of the
5 Commonwealth.

6 "Peer-to-peer car sharing." As follows:

7 (1) The authorized use of a vehicle by an individual
8 other than the vehicle's owner through a peer-to-peer car
9 sharing program.

10 (2) The term does not include:

11 (i) An activity undertaken pursuant to a rental
12 contract within the meaning of Article XVI-A of the Tax
13 Reform Code of 1971.

14 (2) Any other agreement relating to a rental vehicle
15 or vehicle rental activity under any State, county,
16 municipal or other local statute, law, rule, regulation
17 or ordinance.

18 "Peer-to-peer car sharing program." As follows:

19 (1) A business platform that connects vehicle owners
20 with drivers to enable the sharing of vehicles for financial
21 consideration.

22 (2) The term does not include a rental vehicle or
23 vehicle rental company, as those terms are defined in section
24 1601-A of the Tax Reform Code of 1971.

25 "Shared vehicle." As follows:

26 (1) A vehicle that is available for sharing through a
27 peer-to-peer car sharing program.

28 (2) The term does not include a rental vehicle as
29 defined in section 1601-A of the Tax Reform Code of 1971.

30 "Shared vehicle driver." An individual who has been

1 authorized to drive the shared vehicle by the shared vehicle
2 owner under a car sharing program agreement.

3 "Shared vehicle owner." As follows:

4 (1) The registered owner, or a person designated by the
5 registered owner, of a vehicle made available for sharing to
6 shared vehicle drivers through a peer-to-peer car sharing
7 program.

8 (2) The term does not include a vehicle rental company
9 as defined in section 1601-A of the Tax Reform Code of 1971.

10 SUBCHAPTER B

11 INSURANCE

12 Sec.

13 6911. Insurance coverage during car sharing period.

14 6912. Lienholder and lessor requirements.

15 6913. Exclusions in motor vehicle liability insurance policies.

16 6914. Recordkeeping and use of vehicle in car sharing.

17 6915. Election of tort options.

18 § 6911. Insurance coverage during car sharing period.

19 (a) Liability of peer-to-peer car sharing program

20 generally.--Except as provided in subsection (b), a peer-to-peer
21 car sharing program shall assume liability of a shared vehicle
22 owner for bodily injury or property damage to a third party or
23 uninsured or underinsured motorist or for personal injury
24 protection losses during the car sharing period in an amount
25 stated in the peer-to-peer car sharing program agreement, which
26 amount may not be less than that specified in the definition of
27 "financial responsibility" under section 6902 (relating to
28 definitions).

29 (b) Liability not applicable.--Notwithstanding the
30 definition of "car sharing termination time" under section 6901

1 (relating to definitions), the assumption of liability under
2 subsection (a) does not apply to a shared vehicle owner if the
3 shared vehicle owner:

4 (1) makes an intentional or fraudulent material
5 misrepresentation or omission to the peer-to-peer car sharing
6 program before the car sharing period in which the loss
7 occurred; or

8 (2) acts in concert with a shared vehicle driver who
9 fails to return the shared vehicle pursuant to the terms of
10 the car sharing program agreement.

11 (c) Required insurance.--A peer-to-peer car sharing program
12 shall ensure that, during each car sharing period, the shared
13 vehicle owner and the shared vehicle driver are insured under a
14 motor vehicle liability insurance policy that provides coverage
15 in amounts not less than the minimum amounts specified in the
16 definition of "financial responsibility" under section 6902 and
17 that either:

18 (1) recognizes that the shared vehicle insured under the
19 policy is made available and used through a peer-to-peer car
20 sharing program; or

21 (2) does not exclude the use of a shared vehicle by a
22 shared vehicle driver.

23 (d) Maintenance of insurance.--The insurance described under
24 subsection (c) may be satisfied by motor vehicle liability
25 insurance maintained by any of the following:

26 (1) A shared vehicle owner.

27 (2) A shared vehicle driver.

28 (3) A peer-to-peer car sharing program.

29 (e) Condition regarding insurance.--The insurance described
30 under subsection (d) that is satisfying the insurance

1 requirement of subsection (c) shall be primary during each car
2 sharing period. If a claim occurs in another state with minimum
3 financial responsibility limits higher than those specified in
4 the definition of "financial responsibility" under section 6902,
5 during the car sharing period, the coverage maintained under
6 subsection (d) shall satisfy the difference in minimum coverage
7 amounts, up to the applicable policy limits.

8 (f) Assumption of primary liability.--The insurer or peer-
9 to-peer car sharing program providing coverage under subsection
10 (c) or (d) shall assume primary liability for a claim when:

11 (1) a dispute exists as to who was in control of the
12 shared motor vehicle at the time of the loss and the peer-to-
13 peer car sharing program does not have available, did not
14 retain or fails to provide the information required by
15 section 6922 (relating to driver's license verification and
16 data retention); or

17 (2) a dispute exists as to whether the shared vehicle
18 was returned to the alternatively agreed-upon location as
19 required under this chapter.

20 (g) Duties.--If insurance maintained by a shared vehicle
21 owner or shared vehicle driver in accordance with subsection (d)
22 has lapsed or does not provide the required coverage, insurance
23 maintained by a peer-to-peer car sharing program shall provide
24 the coverage required by subsection (c) beginning with the first
25 dollar of a claim and shall have the duty to defend the claim,
26 except under circumstances specified under subsection (b).

27 (h) Other policies.--

28 (1) A peer-to-peer car sharing program may own and
29 maintain as the named insured one or more policies of motor
30 vehicle liability insurance that provides coverage for any of

1 the following:

2 (i) Liabilities assumed by the peer-to-peer car
3 sharing program under a peer-to-peer car sharing program
4 agreement.

5 (ii) Liability of the shared vehicle owner.

6 (iii) Damage or loss to the shared vehicle.

7 (iv) Liability of the shared vehicle driver.

8 (2) Coverage under a vehicle liability insurance policy
9 maintained by the peer-to-peer car sharing program shall not
10 be dependent on another automobile insurer first denying a
11 claim nor shall another vehicle liability insurance policy be
12 required to first deny a claim.

13 (i) Effect of subchapter.--Nothing in this subchapter:

14 (1) limits the liability of the peer-to-peer car sharing
15 program for an act or omission of the peer-to-peer car
16 sharing program itself that results in injury to a person as
17 a result of the use of a shared vehicle through a peer-to-
18 peer car sharing program; or

19 (2) limits the ability of the peer-to-peer car sharing
20 program to, by contract, seek indemnification from the shared
21 vehicle owner or the shared vehicle driver for economic loss
22 sustained by the peer-to-peer car sharing program resulting
23 from a breach of the terms and conditions of the car sharing
24 program agreement.

25 § 6912. Lienholder and lessor requirements.

26 (a) Acknowledgment of lien and lease obligations.--

27 (1) A peer-to-peer car sharing program shall disclose
28 the following prominently and with a separate acknowledgment
29 of acceptance to all prospective shared vehicle owners in the
30 written terms of service for shared vehicle owners:

1 (Name of peer-to-peer car sharing program) will provide
2 you with a notice explaining whether it provides
3 insurance to repair your personal vehicle if you have an
4 accident when using your vehicle in a peer-to-peer car
5 sharing program. If (name of peer-to-peer car sharing
6 program) does not provide coverage for damage to your
7 vehicle, your personal automobile insurance policy might
8 not provide the coverage and you may be required to pay
9 all costs to repair the vehicle yourself in the event of
10 an accident unless you purchase extra insurance. If you
11 financed the purchase of the vehicle or lease the
12 vehicle, you must notify your lender or lessor that you
13 will use your vehicle in a peer-to-peer car sharing
14 program. Your lender or lessor may require you to
15 purchase extra insurance coverage or, if you do not do
16 so, may purchase insurance on your behalf and bill you
17 for the costs of the policy. The failure to notify a
18 lender or lessor or to have insurance to cover the cost
19 of damage to the vehicle may cause your vehicle to be
20 repossessed or your lease to be revoked. If you have
21 questions about this notice, you should contact your
22 insurance agent, your lender or lessor or the
23 Pennsylvania Insurance Department.

24 (2) The disclosure under paragraph (1) shall be provided
25 before a shared vehicle owner is allowed to share a vehicle
26 on a peer-to-peer car sharing program:

27 (3) A peer-to-peer car sharing program must provide the
28 notice required under paragraph (1) upon any subsequent
29 material reduction in insurance coverage by the peer-to-peer
30 car sharing program. For purposes of this paragraph,

1 "material reduction in insurance coverage" does not include
2 the replacement of insurance coverage with substantially
3 similar insurance coverage from a different insurer by a
4 peer-to-peer car sharing program.

5 (4) A peer-to-peer car sharing program must notify
6 shared vehicle owners in writing whether it is providing
7 comprehensive and collision coverage during service.

8 (b) Payment of damage claims.--If a peer-to-peer car sharing
9 program's insurer makes a payment for a claim covered under
10 comprehensive or collision coverage, the peer-to-peer car
11 sharing program shall cause its insurer to issue the payment
12 directly to the business repairing the vehicle or jointly to the
13 owner of the vehicle and the primary lienholder or lessor.

14 (c) Direct placement of insurance.--If a shared vehicle
15 owner of a shared vehicle used in a peer-to-peer car sharing
16 program that is subject to a lien or lease fails to maintain
17 comprehensive or collision damage coverage required by the
18 lienholder or lessor, or to show evidence to the lienholder or
19 lessor of the coverage upon reasonable request, the lienholder
20 or lessor may obtain the coverage at the expense of the driver
21 without prior notice to the driver.

22 § 6913. Exclusions in motor vehicle liability insurance
23 policies.

24 (a) Exclusions.--An authorized insurer that writes motor
25 vehicle liability insurance in this Commonwealth may exclude any
26 coverage and the duty to defend or indemnify for a claim
27 afforded under a shared vehicle owner's motor vehicle liability
28 insurance policy, including any of the following:

29 (1) Liability coverage for bodily injury and property
30 damage.

- 1 (2) Personal injury protection coverage.
- 2 (3) Uninsured and underinsured motorist coverage.
- 3 (4) Medical payments coverage.
- 4 (5) Comprehensive physical damage coverage.
- 5 (6) Collision physical damage coverage.
- 6 (b) Effect of subchapter.--Nothing in this subchapter:
- 7 (1) Invalidates or limits an exclusion contained in a
8 motor vehicle liability insurance policy, including an
9 insurance policy in use or approved for use that excludes
10 coverage for motor vehicles made available for rent, sharing
11 or hire or for a business use.
- 12 (2) Invalidates, limits or restricts an insurer's
13 ability under existing law to:
- 14 (i) underwrite an insurance policy; or
- 15 (ii) cancel or not renew an insurance policy.
- 16 § 6914. Recordkeeping and use of vehicle in car sharing.
- 17 (a) Duties.--A peer-to-peer car sharing program shall:
- 18 (1) Collect and verify records pertaining to the use of
19 a vehicle, including:
- 20 (i) Times used.
- 21 (ii) Car sharing period pick-up and drop-off fees
22 paid by the shared vehicle driver.
- 23 (iii) Revenues received by the shared vehicle owner.
- 24 (iv) Insurance coverage as required under section
25 6911(c) (relating to insurance coverage during car
26 sharing period).
- 27 (v) Whether a shared vehicle is subject to a lien or
28 is being leased to the shared vehicle owner.
- 29 (2) Provide the information under paragraph (1) upon
30 request to the shared vehicle owner, the shared vehicle

1 owner's insurer, the shared vehicle driver's insurer, the
2 holder of a lien on the shared vehicle or the shared
3 vehicle's lessor to facilitate:

4 (i) a claim coverage investigation, settlement,
5 negotiation or litigation; or

6 (ii) the direct placement of insurance under section
7 6912(c) (relating to lienholder and lessor requirements)
8 on the shared vehicle.

9 (b) Retention of records.--The peer-to-peer car sharing
10 program shall retain the records for a time period not less than
11 the applicable personal injury statute of limitations period as
12 specified in 42 Pa.C.S. Ch. 55 (relating to limitation of time).

13 § 6915. Election of tort options.

14 Each insurer and peer-to-peer car sharing program shall
15 notify in writing each named insured of the availability of two
16 alternatives of full tort insurance and limited tort insurance
17 described in 75 Pa.C.S. § 1705(c) and (d) (relating to election
18 of tort options).

19 SUBCHAPTER C

20 CONSUMER PROTECTIONS

21 Sec.

22 6921. Disclosures.

23 6922. Driver's license verification and data retention.

24 6923. Responsibility for equipment.

25 6924. Automobile safety recalls.

26 § 6921. Disclosures.

27 Each car sharing program agreement made in this Commonwealth
28 shall disclose the following to the shared vehicle owner and the
29 shared vehicle driver:

30 (1) Any right of the peer-to-peer car sharing program to

1 seek indemnification from the shared vehicle owner or the
2 shared vehicle driver for economic loss sustained by the
3 peer-to-peer car sharing program resulting from a breach of
4 the terms and conditions of the car sharing program
5 agreement.

6 (2) That a motor vehicle liability insurance policy
7 issued to the shared vehicle owner for the shared vehicle or
8 to the shared vehicle driver does not provide a defense or
9 indemnification for a claim asserted by the peer-to-peer car
10 sharing program.

11 (3) That the peer-to-peer car sharing program's
12 insurance coverage on the shared vehicle owner and the shared
13 vehicle driver is in effect only during each car sharing
14 period and that, for a use of the shared vehicle by the
15 shared vehicle driver after the car sharing termination time,
16 the shared vehicle driver and the shared vehicle owner may
17 not have insurance coverage.

18 (4) The daily rate, fees and, if applicable, any
19 insurance or protection package costs that are charged to the
20 shared vehicle owner or the shared vehicle driver.

21 (5) That the shared vehicle owner's motor vehicle
22 liability insurance may not provide coverage for a shared
23 vehicle.

24 (6) An emergency telephone number to personnel capable
25 of fielding roadside assistance and other customer service
26 inquiries.

27 (7) Whether there are conditions under which a shared
28 vehicle driver must maintain a personal automobile insurance
29 policy with certain applicable coverage limits on a primary
30 basis in order to book a shared vehicle.

1 § 6922. Driver's license verification and data retention.

2 (a) Conditions.--A peer-to-peer car sharing program may not
3 enter into a peer-to-peer car sharing program agreement with a
4 driver unless the driver who will operate the shared vehicle:

5 (1) holds a valid driver's license that authorizes the
6 driver to operate vehicles of the class of the shared
7 vehicle; or

8 (2) is a nonresident of this Commonwealth who:

9 (i) has a valid driver's license issued by the state
10 or country of the driver's residence that authorizes the
11 driver in that state or country to drive vehicles of the
12 class of the shared vehicle; and

13 (ii) is at least the same age as that required of a
14 resident of this Commonwealth to drive.

15 (b) Records.--A peer-to-peer car sharing program shall keep
16 a record of the following:

17 (1) The name and address of the shared vehicle driver.

18 (2) The number of the driver's license of the shared
19 vehicle driver and each other person, if any, who will
20 operate the shared vehicle.

21 (3) The place of issuance of the driver's license.

22 § 6923. Responsibility for equipment.

23 A peer-to-peer car sharing program shall have sole
24 responsibility for any equipment, such as a GPS system or other
25 special equipment that is put in or on the vehicle to monitor or
26 facilitate the car sharing transaction and shall agree to
27 indemnify and hold harmless the vehicle owner for any damage to
28 or theft of the equipment during the sharing period not caused
29 by the vehicle owner. The peer-to-peer car sharing program has
30 the right to seek indemnity from the shared vehicle driver for

1 any loss or damage to the equipment that occurs during the
2 sharing period.

3 § 6924. Automobile safety recalls.

4 (a) Requirements.--At the time when a vehicle owner
5 registers as a shared vehicle owner on a peer-to-peer car
6 sharing program and prior to the time when the shared vehicle
7 owner makes a shared vehicle available for car sharing on the
8 peer-to-peer car sharing program, the peer-to-peer car sharing
9 program shall:

10 (1) Verify that the shared vehicle does not have any
11 safety recalls on the vehicle for which the repairs have not
12 been made.

13 (2) Notify the shared vehicle owner of the requirements
14 under subsection (b).

15 (b) Requirements if actual notice of safety recall.--

16 (1) If a shared vehicle owner receives an actual notice
17 of a safety recall on the shared vehicle, the shared vehicle
18 owner may not make a vehicle available as a shared vehicle on
19 a peer-to-peer car sharing program until the safety recall
20 repair has been made.

21 (2) If a shared vehicle owner receives an actual notice
22 of a safety recall on the shared vehicle while the shared
23 vehicle is made available on the peer-to-peer car sharing
24 program, the shared vehicle owner shall remove the shared
25 vehicle as available on the peer-to-peer car sharing program
26 as soon as practicable after receiving the notice of the
27 safety recall and until the safety recall repair has been
28 made.

29 (3) If a shared vehicle owner receives an actual notice
30 of a safety recall on the shared vehicle while the shared

1 vehicle is being used and in the possession of a shared
2 vehicle driver, as soon as practicable after receiving the
3 notice of the safety recall, the shared vehicle owner shall
4 notify the peer-to-peer car sharing program about the safety
5 recall so that the shared vehicle owner may address the
6 safety recall repair.

7 Section 2. Chapter 59 of Title 74 is amended by adding a
8 subchapter to read:

9 SUBCHAPTER D

10 PEER-TO-PEER CAR SHARING

11 Sec.

12 5951. Scope of subchapter.

13 5952. Definitions.

14 5953. Peer-to-peer car sharing operations.

15 § 5951. Scope of subchapter.

16 This subchapter relates to peer-to-peer car sharing at
17 airports in this Commonwealth.

18 § 5952. Definitions.

19 The following words and phrases when used in this subchapter
20 shall have the meanings given to them in this section unless the
21 context clearly indicates otherwise:

22 "Airport owner." Any of the following:

23 (1) A municipality that owns and operates an airport.

24 (2) An authority created by a municipality to own and
25 operate an airport or any portion or activities of the
26 airport.

27 "Municipality." Any of the following:

28 (1) A county, city, borough, incorporated town or
29 township.

30 (2) A home rule, optional plan or optional charter

1 municipality.

2 (3) Any other general purpose unit of government
3 established by the General Assembly.

4 "Operating agreement." A regulation, contract, permit,
5 license or other agreement entered into between an airport owner
6 and a provider of a peer-to-peer car sharing program that
7 includes the terms and conditions under which the provider may
8 conduct any aspect of the peer-to-peer car sharing program at
9 the airport or through the use of airport property.

10 "Peer-to-peer car sharing." As defined in 40 Pa.C.S. § 6902
11 (relating to definitions).

12 "Peer-to-peer car sharing program." As defined in 40 Pa.C.S.
13 § 6902.

14 "Shared vehicle owner." As defined in 40 Pa.C.S. § 6902.
15 § 5953. Peer-to-peer car sharing operations.

16 (a) Operating agreement.--Notwithstanding any other
17 provision of law, a provider of a peer-to-peer car sharing
18 program shall enter into an operating agreement with an airport
19 owner before peer-to-peer car sharing may occur at the airport,
20 unless the airport explicitly and in writing waives the right to
21 require an operating agreement.

22 (b) Limitation.--During operating agreement discussions with
23 an airport, the provider of a peer-to-peer car sharing program
24 shall limit operations at the airport to an airport-sponsored
25 paid lot for vehicle dropoffs or pickups.

26 (c) Applicability.--For the purposes of subsection (a),
27 peer-to-peer car sharing at an airport involves the use of a
28 peer-to-peer car sharing program, by a provider of a peer-to-
29 peer car sharing program or a shared vehicle owner, to:

30 (1) list vehicles parked on airport property or at

1 airport facilities;

2 (2) contract for transportation to or from airport
3 facilities;

4 (3) facilitate the use of peer-to-peer car sharing to
5 transport airport passengers to or from airport property; or

6 (4) promote or market peer-to-peer car sharing to
7 transport airport passengers to or from airport property.

8 Section 3. This act shall take effect in nine months.