

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 548 Session of 2021

INTRODUCED BY STEFANO, BROWNE, LANGERHOLC, SABATINA AND MARTIN, APRIL 14, 2021

SENATOR TOMLINSON, CONSUMER PROTECTION AND PROFESSIONAL LICENSURE, AS AMENDED, JUNE 22, 2022

AN ACT

1 Amending Titles 40 (Insurance) and 75 (Vehicles) of the
2 Pennsylvania Consolidated Statutes, providing for ~~vehicles~~ <--
3 PEER-TO-PEER CAR SHARING; and, in financial responsibility, <--
4 providing for group insurance for ~~private vehicle rental~~ <--
5 PEER-TO-PEER CAR SHARING programs. <--

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

8 Section 1. Title 40 of the Pennsylvania Consolidated
9 Statutes is amended by adding a part to read:

PART I-A

VEHICLES

Chapter <--

~~11. Vehicle Rentals~~

CHAPTER 11

VEHICLE RENTALS

Subchapter

~~A. General Provisions~~

~~B. Procedures~~

SUBCHAPTER A

1 GENERAL PROVISIONS

2 Sec.

3 1101. Scope of chapter.

4 1102. Definitions.

5 § 1101. Scope of chapter.

6 This chapter relates to vehicle rentals.

7 § 1102. Definitions.

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

11 "Group policy." A policy, subscriber contract, certificate
12 or plan issued under section 1114 (relating to group insurance
13 for private vehicle rental programs).

14 "Law enforcement officer." A person who by virtue of the
15 person's office or public employment is vested by law with a
16 duty to maintain public order or to make arrests for offenses,
17 whether that duty extends to all offenses or is limited to
18 specific offenses, or a person on active State duty under 51-
19 Pa.C.S. § 508 (relating to active duty for emergency).

20 "Motor vehicle rental company." A corporation, sole
21 proprietorship or other person or entity, including a
22 franchisee, engaged in the business of facilitating vehicle
23 rental transactions in this Commonwealth. The term does not
24 include an owner who makes no more than three motor vehicles
25 available for private vehicle rental through a private vehicle
26 rental program, or a combination of private vehicle rental
27 programs, during a 12-month period.

28 "Owner." A registered owner of a private motor vehicle
29 available for vehicle rental through a private vehicle rental
30 program.

1 ~~"Private motor vehicle" or "vehicle." The following:~~

2 ~~(1) A motor vehicle, as defined in 75 Pa.C.S. § 102-~~
3 ~~(relating to definitions), which:~~

4 ~~(i) Has a gross weight rating of 10,000 pounds or~~
5 ~~less.~~

6 ~~(ii) Is not used for the commercial delivery or~~
7 ~~transportation of goods or materials.~~

8 ~~(iii) Is owned by and registered to an individual.~~

9 ~~(iv) Is insured, or subject to being insured, under~~
10 ~~a personal automobile liability insurance policy insuring~~
11 ~~a single individual or individuals residing in the same~~
12 ~~household as the named insured or insureds.~~

13 ~~(2) The term does not include any of the following:~~

14 ~~(i) A motor vehicle with fewer than four wheels.~~

15 ~~(ii) A motor vehicle owned by a corporation, sole~~
16 ~~proprietorship or other person or entity engaged in the~~
17 ~~business of renting five or more rental vehicles in this~~
18 ~~Commonwealth.~~

19 ~~"Private passenger motor vehicle." As defined in 75 Pa.C.S.~~
20 ~~§ 1702 (relating to definitions).~~

21 ~~"Private vehicle rental." The use of a private motor vehicle~~
22 ~~by a person other than a registered owner of the vehicle in~~
23 ~~connection with a private vehicle rental program.~~

24 ~~"Private vehicle rental program." A means, digital or~~
25 ~~otherwise, by which a private vehicle rental is facilitated by a~~
26 ~~program provider.~~

27 ~~"Program provider." The corporation, sole proprietorship or~~
28 ~~other person or entity that is responsible for operating,~~
29 ~~facilitating or administering vehicle rental transactions~~
30 ~~through a private vehicle rental program.~~

1 ~~"Rental period." The period of time when a renter takes~~
2 ~~possession and control of a vehicle for private vehicle rental.~~
3 ~~The term includes the time when the vehicle is under the control~~
4 ~~of the program provider and continues until the following~~
5 ~~conditions are met:~~

6 ~~(1) The vehicle is:~~

7 ~~(i) retrieved by an owner of the vehicle or a~~
8 ~~designee of an owner of the vehicle;~~

9 ~~(ii) returned to a location agreed upon by the~~
10 ~~renter and an owner of the vehicle; or~~

11 ~~(iii) returned to a location designated by the~~
12 ~~program provider.~~

13 ~~(2) Any of the following occurs:~~

14 ~~(i) The time period established through the private~~
15 ~~vehicle rental program expires.~~

16 ~~(ii) The renter verifiably communicates to the~~
17 ~~program provider or an owner of the vehicle that the~~
18 ~~renter deems the rental period terminated.~~

19 ~~(iii) The program provider or an owner of the~~
20 ~~vehicle takes possession and control of the vehicle.~~

21 ~~"Renter." A person, other than an owner, who rents the~~
22 ~~owner's private motor vehicle through a private vehicle rental~~
23 ~~program.~~

24 ~~"Vehicle rental transaction." The transfer of possession of~~
25 ~~a motor vehicle, for a consideration, without the transfer of~~
26 ~~ownership of the motor vehicle.~~

27 ~~SUBCHAPTER B~~

28 ~~PROCEDURES~~

29 ~~Sec.~~

30 ~~1111. Requirements for vehicle rental transactions.~~

1 ~~1112. Requirements and limitations for vehicle rental.~~

2 ~~1113. Liability.~~

3 ~~1114. Group insurance for private vehicle rental programs.~~

4 ~~1115. Enabling operation at airport.~~

5 ~~§ 1111. Requirements for vehicle rental transactions.~~

6 ~~(a) Compliance. A vehicle rental transaction facilitated by~~
7 ~~a program provider shall be subject to all statutory and~~
8 ~~regulatory obligations, taxes, fees and other charges for~~
9 ~~private passenger motor vehicles, transactions and companies,~~
10 ~~including, but not limited to, compliance with the following:~~

11 ~~(1) Section 2398 of the act of August 9, 1955 (P.L.323,~~
12 ~~No.130), known as The County Code.~~

13 ~~(2) Section 1602 A of the act of March 4, 1971 (P.L.6,~~
14 ~~No.2), known as the Tax Reform Code of 1971.~~

15 ~~(3) The act of July 9, 1987 (P.L.242, No.45), entitled~~
16 ~~"An act prohibiting certain benefit exclusions for rented and~~
17 ~~leased motor vehicles; imposing requirements on persons~~
18 ~~engaged in the rental of motor vehicles; and imposing~~
19 ~~liability for failure to comply."~~

20 ~~(4) 53 Pa.C.S. § 8602(b)(1)(ii) (relating to local~~
21 ~~financial support).~~

22 ~~(5) 74 Pa.C.S. § 5933(a) (relating to customer facility~~
23 ~~charge) if imposed by a city of the first class.~~

24 ~~(6) 75 Pa.C.S. § 1731 (relating to availability, scope~~
25 ~~and amount of coverage).~~

26 ~~(7) 61 Pa. Code § 47.20(c)(1) (relating to vehicle~~
27 ~~rental tax).~~

28 ~~(8) 67 Pa. Code § 63.34 (relating to rental vehicles).~~

29 ~~(b) Timeliness. A notice or disclosure required to be~~
30 ~~provided, delivered, posted or otherwise made available by a~~

~~1 motor vehicle rental company shall be deemed timely and~~
~~2 effectively made if the notice or disclosure is provided or~~
~~3 delivered electronically at or before the time required or~~
~~4 included in a master or member agreement in effect at the time~~
~~5 of the vehicle rental. For purposes of this subsection, a master~~
~~6 or member agreement shall include, but not be limited to, a~~
~~7 service:~~

~~8 (1) which is offered by a company that permits customers~~
~~9 to bypass a retail service location and obtain a product or~~
~~10 service directly;~~

~~11 (2) where the rental company does not require the renter~~
~~12 to execute a rental agreement at the time of rental; or~~

~~13 (3) where the renter does not receive the rental terms~~
~~14 and conditions at the time of rental.~~

~~15 (c) Acceptance. The following shall apply:~~

~~16 (1) Electronic or written acceptance shall be deemed a~~
~~17 valid form of acceptance of a notice or disclosure.~~

~~18 (2) Acceptance shall remain effective until the time~~
~~19 that the acceptance is affirmatively withdrawn by the renter.~~

~~20 (3) A notice or disclosure made under this chapter shall~~
~~21 be exempt from placement or stylistic display requirements,~~
~~22 including, but not limited to, location, font size, typeset~~
~~23 or other specifically stated description, if the notice or~~
~~24 disclosure is generally consistent in appearance with the~~
~~25 entirety of the communication in which it is contained.~~

~~26 § 1112. Requirements and limitations for vehicle rental.~~

~~27 (a) Conditions. A vehicle which is insured, or subject to~~
~~28 being insured, by a registered owner of a vehicle under 75-~~
~~29 Pa.C.S. Ch. 17 (relating to financial responsibility) may not be~~
~~30 classified as a commercial vehicle, for hire vehicle,~~

~~permissive use vehicle, taxicab or livery solely because the registered owner allows the vehicle to be used for vehicle rental, if all of the following circumstances apply:~~

~~(1) The vehicle rental complies with a private vehicle rental program.~~

~~(2) The program provider or an owner of the vehicle does not knowingly place the vehicle, or allow the vehicle to be placed, into use as a commercial vehicle or as a for hire vehicle by a renter while the vehicle is used for vehicle rental.~~

~~(3) The number of vehicles in which a single individual, or multiple individuals residing in the same household, has enrolled in a private vehicle rental program or combination of private vehicle rental programs does not exceed four.~~

~~(b) Insurance coverage. A vehicle liability insurance company may cancel or refuse coverage to an owner solely due to the number of vehicles enrolled in a private vehicle rental program, if the number of vehicles enrolled in a private vehicle rental program or combination of private vehicle rental programs either by the insured or in combination with other household residents exceeds four.~~

~~(c) Duties of program provider. A program provider shall, for each vehicle for which the program provider facilitates the vehicle rental, do all of the following:~~

~~(1) During the rental period for a vehicle engaged in vehicle rental, procure group insurance coverage for each vehicle and each authorized driver of the vehicle. The insurance shall, at a minimum, provide the following for each vehicle:~~

~~(i) Liability coverage at least equal to the minimum~~

~~financial responsibility for private passenger motor vehicles of the state in which the vehicle is registered.~~

~~(ii) Property and casualty coverage, including comprehensive and collision protection, as described in section 1114(b) and (c) (relating to group insurance for private vehicle rental programs).~~

~~(2) Provide the registered owner of the vehicle engaged in vehicle rental with suitable proof of compliance with the insurance requirements of this section and 75 Pa.C.S. Ch. 17, a copy of which shall be maintained in the vehicle by the owner during any time when the vehicle is operated by a renter or person other than the owner under a private vehicle rental program.~~

~~(3) Not permit the vehicle to be operated for commercial use or as a for hire vehicle by a renter while engaged in vehicle rental.~~

~~(4) Provide to each renter for each vehicle rental transaction under the private vehicle rental program, at the time of each rental, the following:~~

~~(i) Access to an insurance identification card approved for use by the state in which the vehicle is registered or other documentation which:~~

~~(A) Is able to be carried in the vehicle at all times during the rental period.~~

~~(B) Proves the insurance coverage described under paragraph (1) is in full force and effect.~~

~~(ii) The means, via a toll free telephone number, e-mail address or other form of communication with a law enforcement officer, a representative of the department of motor vehicles or other officer of the state in which~~

1 ~~the vehicle is registered or a political subdivision of~~
2 ~~the state, to confirm in real time that insurance~~
3 ~~coverage provided for under paragraph (1) is in full~~
4 ~~force and effect.~~

5 ~~(iii) A copy, in paper or digital format, of the~~
6 ~~complete terms and conditions of the rental vehicle~~
7 ~~transaction, including the terms and conditions of all~~
8 ~~additional products and the renter's acceptance or~~
9 ~~declination of each additional product.~~

10 ~~(5) Require that every vehicle made available for~~
11 ~~vehicle rental comply with the minimum financial~~
12 ~~responsibility requirements of the state in which the vehicle~~
13 ~~is registered.~~

14 ~~(6) If a vehicle made available for private rental is~~
15 ~~subject to lease or lien, notify the lessor or lienholder~~
16 ~~that the vehicle is being made available for private rental~~
17 ~~and pay any compensation for damage or loss covered by~~
18 ~~comprehensive and collision coverage required under paragraph~~
19 ~~(1) to the lessor or lienholder.~~

20 ~~(7) Require that every vehicle used in a private vehicle~~
21 ~~rental program is a vehicle as defined in section 1102~~
22 ~~(relating to definitions).~~

23 ~~(8) Facilitate the installation, operation and~~
24 ~~maintenance of the program provider's signage and computer~~
25 ~~hardware and software to the extent necessary for the vehicle~~
26 ~~to be used in the private vehicle rental program.~~

27 ~~(9) Indemnify and hold harmless the owner for the cost~~
28 ~~of damage or theft of equipment installed by the program~~
29 ~~provider under paragraph (7) for damage caused to the vehicle~~
30 ~~by the installation, operation or maintenance of the~~

1 ~~equipment.~~

2 ~~(10) Collect, maintain and make available to a~~
3 ~~government agency as required by law, at the cost of the~~
4 ~~private vehicle rental program, the owner's primary motor~~
5 ~~vehicle liability insurer, the renter's primary automobile,~~
6 ~~excess or umbrella insurer and the following information~~
7 ~~pertaining to incidents that occurred during any rental~~
8 ~~period:~~

9 ~~(i) Verifiable records of the rental period for each~~
10 ~~vehicle, which shall include the following:~~

11 ~~(A) To the extent electronic equipment for~~
12 ~~monitoring is installed in the vehicle, verifiable~~
13 ~~electronic records of the initial and final locations~~
14 ~~of the vehicle and the times of each.~~

15 ~~(B) To the extent mileage information is~~
16 ~~collected, miles driven.~~

17 ~~(ii) In instances where an insurance claim has been~~
18 ~~filed with a group insurer, any information relevant to~~
19 ~~the claim, including payments by the program provider~~
20 ~~concerning accidents, damages and injuries.~~

21 ~~(11) Ensure that, prior to the first use or operation of~~
22 ~~a vehicle under enrollment in a private vehicle rental~~
23 ~~program, the owner and renter are given notice of the~~
24 ~~following:~~

25 ~~(i) During the rental period, the owner's insurer~~
26 ~~may exclude coverage afforded by a policy and may notify~~
27 ~~an insured that the insurer has no duty to defend or~~
28 ~~indemnify a person or organization for liability for loss~~
29 ~~that occurs during the rental period.~~

30 ~~(ii) The group policy and physical damage coverage~~

~~contract may not provide coverage outside of the rental period.~~

~~(12) Comply with all statutory and regulatory obligations for private passenger motor vehicle rental, including, but not limited to, compliance with the following:~~

~~(i) Section 2398 of the August 9, 1955 (P.L.323, No.130), known as The County Code.~~

~~(ii) The act of July 9, 1987 (P.L.242, No.45), entitled "An act prohibiting certain benefit exclusions for rented and leased motor vehicles; imposing requirements on persons engaged in the rental of motor vehicles; and imposing liability for failure to comply."~~

~~(iii) 53 Pa.C.S. § 8602(b)(1)(ii) (relating to local financial support).~~

~~(iv) 74 Pa.C.S. § 5933(a) (relating to customer facility charge) if imposed by a city of the first class.~~

~~(v) 75 Pa.C.S. § 1731 (relating to availability, scope and amount of coverage).~~

~~(vi) 61 Pa. Code § 47.20(c)(1) (relating to vehicle rental tax).~~

~~(vii) 67 Pa. Code § 63.34 (relating to rental vehicles).~~

~~§ 1113. Liability.~~

~~(a) Deemed ownership. Notwithstanding any other provision of law or any provision in a private passenger motor vehicle owner's automobile insurance policy, in the event of a loss or injury that occurs during the rental period or while the vehicle is otherwise under the control of a program provider, the program provider shall be deemed the owner of the vehicle under 75 Pa.C.S. § 1574 (relating to permitting unauthorized person to~~

1 ~~drive) and any other law that may impose liability upon an owner~~
2 ~~of a private passenger motor vehicle solely based on the~~
3 ~~ownership, as if the program provider were the registered owner~~
4 ~~of the vehicle. The program provider shall retain the liability~~
5 ~~irrespective of a lapse in group policy or an insurance policy~~
6 ~~under which the private vehicle rental program is insured or~~
7 ~~whether the liability is covered under the group policy or an~~
8 ~~insurance policy under which the private vehicle rental program~~
9 ~~is insured.~~

10 ~~(b) Program provider group policy. A program provider's~~
11 ~~group policy shall provide coverage during the rental period for~~
12 ~~an owner's vehicle.~~

13 ~~(c) Liability, indemnification and notice. An insurer~~
14 ~~providing group liability insurance to the private vehicle~~
15 ~~rental program under section 1114(a) (relating to group~~
16 ~~insurance for private vehicle rental programs) and group~~
17 ~~physical damage insurance to the private vehicle rental program~~
18 ~~under section 1114(c) shall assume liability for a claim in~~
19 ~~which a dispute exists regarding who was in control of the~~
20 ~~vehicle when the loss giving rise to the claim occurred. The~~
21 ~~following shall apply:~~

22 ~~(1) The owner's passenger motor vehicle insurer shall~~
23 ~~indemnify the private vehicle rental program's group insurer,~~
24 ~~to the extent of its obligation under the applicable~~
25 ~~insurance policy, if it is determined that the owner was in~~
26 ~~control of the vehicle at the time of the loss.~~

27 ~~(2) The private vehicle rental program shall notify the~~
28 ~~owner's insurer of a dispute within 10 business days of~~
29 ~~becoming aware that the dispute exists.~~

30 ~~(d) Civil action. If an owner or an owner's insurer is~~

1 ~~named as a defendant in a civil action for a loss or injury that~~
2 ~~occurs during a time within the rental period or otherwise under~~
3 ~~the control of the private vehicle rental program, the private~~
4 ~~vehicle rental program's group liability insurance insurer under~~
5 ~~section 1114(a) shall have the duty to defend and indemnify the~~
6 ~~owner and the owner's insurer, subject to the provisions of~~
7 ~~subsection (c).~~

8 ~~(e) Limitations. Notwithstanding any other provision of law~~
9 ~~to the contrary, while a vehicle is used by a person other than~~
10 ~~an owner of the vehicle, under a vehicle rental facilitated~~
11 ~~through a private vehicle rental program, all of the following~~
12 ~~shall apply:~~

13 ~~(1) The insurer of the vehicle may exclude any coverage~~
14 ~~for liability, uninsured, underinsured, collision physical~~
15 ~~damage or comprehensive physical damage benefits and first~~
16 ~~party benefits that may otherwise be afforded pursuant to the~~
17 ~~policy.~~

18 ~~(2) A primary or excess insurer of the owner of the~~
19 ~~vehicle used in a private vehicle rental program may notify~~
20 ~~the insured that it has no duty to defend or indemnify a~~
21 ~~person or organization for liability for a loss that occurs~~
22 ~~during the rental period of the vehicle in a private vehicle~~
23 ~~rental program.~~

24 ~~(f) Prohibitions. An owner's policy of insurance may not be~~
25 ~~canceled, voided, terminated, rescinded or nonrenewed solely on~~
26 ~~the basis that the owner's vehicle has been made available for~~
27 ~~vehicle rental under a private vehicle rental program that is in~~
28 ~~compliance with the provisions of this section, subject to the~~
29 ~~following:~~

30 ~~(1) The provisions of this subsection shall not pertain~~

1 ~~to cancellations under section 2004 of the act of May 17,~~
2 ~~1921 (P.L. 682, No. 284), known as The Insurance Company Law of~~
3 ~~1921.~~

4 ~~(2) An insurer may refuse to enroll a vehicle in a~~
5 ~~usage based insurance program where the usage based insurance~~
6 ~~program continually monitors usage electronically to~~
7 ~~determine acceleration, braking, miles driven and other~~
8 ~~indicia of driving behavior, if that vehicle is used in a~~
9 ~~private vehicle rental program.~~

10 ~~(3) An insurer may cancel or nonrenew a policy that~~
11 ~~insures a vehicle used in a private vehicle rental program if~~
12 ~~that vehicle is enrolled in a usage based insurance program~~
13 ~~described under paragraph (2). The insurer shall immediately~~
14 ~~offer the insured a new policy with the same coverages and~~
15 ~~preexisting rates, but without enrollment in the usage based~~
16 ~~insurance program.~~

17 ~~§ 1114. Group insurance for private vehicle rental programs.~~

18 ~~(a) Liability, property and casualty insurance. The~~
19 ~~following shall apply:~~

20 ~~(1) Subject to paragraph (2), an insurer which is~~
21 ~~authorized or eligible to do business in this Commonwealth~~
22 ~~may issue, or issue for delivery in this Commonwealth, a~~
23 ~~group policy of liability, property and casualty insurance to~~
24 ~~a private vehicle rental program provider to insure the~~
25 ~~following:~~

26 ~~(i) The private vehicle rental program.~~

27 ~~(ii) The renters, authorized drivers and occupants~~
28 ~~of the vehicle.~~

29 ~~(iii) The program provider and the agents,~~
30 ~~employees, directors, officers and assigns of the program~~

1 ~~provider.~~

2 ~~(2) The policy under paragraph (1) shall:~~

3 ~~(i) Provide first party coverage, liability,~~
4 ~~property, comprehensive, collision and uninsured and~~
5 ~~underinsured motorist coverage for the vehicle and the~~
6 ~~vehicle's authorized operators and occupants for claims~~
7 ~~and damages resulting from the use or operation of that~~
8 ~~vehicle during the rental period.~~

9 ~~(ii) Be primary with respect to any other insurance~~
10 ~~available to the owner of the vehicle but secondary with~~
11 ~~respect to any other insurance available to the renter,~~
12 ~~authorized or permissive operator and occupants of the~~
13 ~~vehicle.~~

14 ~~(3) An insurer under this subsection shall comply with~~
15 ~~75 Pa.C.S. Ch. 17 (relating to financial responsibility).~~

16 ~~(4) An insurer which issues an insurance policy under~~
17 ~~this subsection shall issue the insurance policy identifying~~
18 ~~the private vehicle rental program and program provider as~~
19 ~~the named insureds. The insurance policy must include the~~
20 ~~following:~~

21 ~~(i) Coverage, without prior notice to the insurer,~~
22 ~~for all vehicles during the rental period.~~

23 ~~(ii) A provision that the renters, authorized or~~
24 ~~permissive operators and occupants are included as~~
25 ~~insureds under the policy to the same extent that they~~
26 ~~would be insureds under a private passenger motor vehicle~~
27 ~~policy issued under 75 Pa.C.S. Ch. 17.~~

28 ~~(5) A group policy under this subsection shall only be~~
29 ~~issued in accordance with this chapter.~~

30 ~~(b) Assumption of risk. A program provider may~~

~~contractually assume the risk of physical damage loss to vehicles during the time that the vehicles are in custody of the renter or program provider. The following shall apply:~~

~~(1) Assumption of risk of physical damage loss to the vehicle shall not be deemed to be physical damage insurance.~~

~~(2) A program provider may offer optional vehicle protection in accordance with 75 Pa.C.S. § 1792 (relating to availability of uninsured, underinsured, bodily injury liability and property damage coverages and mandatory deductibles).~~

~~(c) Coverage for physical damage. The following shall apply:~~

~~(1) An insurer which is authorized or eligible to do business in this Commonwealth may issue a group policy of damage insurance to a private vehicle rental program and to the owners participating in the private vehicle rental program to insure against damage loss to vehicles while the vehicles are in custody of the program or renter. The group policy shall provide primary coverage for physical damage loss through collision or comprehensive coverage, or both, to the vehicle while it is in the custody of the private vehicle rental program or renter.~~

~~(2) If the group coverage under this subsection is placed with an eligible surplus line insurer, compliance with the surplus line statutes and regulations of this Commonwealth shall be performed with respect to the group as a whole and not with respect to individual group members.~~

~~(3) An insurer which issues a group policy under this subsection shall issue the policy identifying the private vehicle rental program as the named insurer. The policy shall~~

1 ~~include the following:~~

2 ~~(i) Primary coverage, without prior notice to the~~
3 ~~insurer, for all vehicles during the rental period.~~

4 ~~(ii) A provision specifying that claims will be~~
5 ~~adjusted under the act of July 22, 1974 (P.L.589,~~
6 ~~No.205), known as the Unfair Insurance Practices Act.~~

7 ~~(iii) Physical damage coverage for damage or loss to~~
8 ~~the owner's vehicle incurred during the rental period at~~
9 ~~a level no less than that of third party physical damage~~
10 ~~coverage.~~

11 ~~(4) A group policy under this subsection shall only be~~
12 ~~issued in accordance with this section.~~

13 ~~§ 1115. Enabling operation at airport.~~

14 ~~The following apply:~~

15 ~~(1) A program provider shall enter into an agreement~~
16 ~~with the airport sponsor before enabling private vehicle~~
17 ~~rental at an airport, unless the airport explicitly and in~~
18 ~~writing waives the right to require an agreement. In lieu of~~
19 ~~an agreement, an airport sponsor may regulate a private~~
20 ~~vehicle rental program pursuant to rules and regulations.~~

21 ~~(2) A program provider is enabling private vehicle~~
22 ~~rental at an airport if the program provider or an owner uses~~
23 ~~the private vehicle rental program to:~~

24 ~~(i) list vehicles parked on airport property or at~~
25 ~~airport facilities;~~

26 ~~(ii) contract for transportation to or from airport~~
27 ~~facilities;~~

28 ~~(iii) facilitate the use of a private vehicle rental~~
29 ~~to transport airport passengers on or off of airport~~
30 ~~property; or~~

1 ~~(iv) promote or market a private vehicle rental to~~
2 ~~transport airport passengers on or off of airport~~
3 ~~property.~~

4 ~~(3) An airport agreement or rules and regulations may~~
5 ~~impose fees and charges on a program provider.~~

6 ~~(4) If a program provider fails to or refuses to enter~~
7 ~~into an agreement with the airport sponsor, the affected~~
8 ~~airport may seek an injunction prohibiting the program~~
9 ~~provider from operating at the airport and may seek damages~~
10 ~~against the private vehicle rental program.~~

11 CHAPTER

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12 11. PEER-TO-PEER CAR SHARING

13 CHAPTER 11

14 PEER-TO-PEER CAR SHARING

15 SEC.

16 1101. SCOPE OF CHAPTER.

17 1102. INTENT.

18 1103. DEFINITIONS.

19 1104. INSURANCE.

20 1105. CONSUMER PROTECTION DISCLOSURES.

21 1106. DRIVER'S LICENSE VERIFICATION.

22 1107. RESPONSIBILITY FOR EQUIPMENT.

23 1108. AUTOMOBILE SAFETY RECALLS.

24 1109. REGULATIONS.

25 § 1101. SCOPE OF CHAPTER.

26 THIS CHAPTER RELATES TO PEER-TO-PEER CAR SHARING.

27 § 1102. INTENT.

28 THIS CHAPTER IS INTENDED TO GOVERN THE INTERSECTION OF PEER-
29 TO-PEER CAR SERVICES AND THE STATE-REGULATED BUSINESS OF
30 INSURANCE. NOTHING IN THIS CHAPTER SHALL BE CONSTRUED TO EXTEND

1 BEYOND INSURANCE OR HAVE IMPLICATIONS FOR OTHER LAW OF THIS
2 STATE, INCLUDING MOTOR VEHICLE REGULATION, AIRPORT REGULATION OR
3 TAXATION.

4 § 1103. DEFINITIONS.

5 THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS CHAPTER
6 SHALL HAVE THE MEANINGS GIVEN TO THEM IN THIS SECTION UNLESS THE
7 CONTEXT CLEARLY INDICATES OTHERWISE:

8 "CAR SHARING DELIVERY PERIOD." THE PERIOD OF TIME DURING
9 WHICH A SHARED VEHICLE IS BEING DELIVERED TO THE LOCATION OF THE
10 CAR SHARING START TIME, IF APPLICABLE, AS DOCUMENTED BY A
11 GOVERNING CAR SHARING PROGRAM AGREEMENT.

12 "CAR SHARING PERIOD." THE PERIOD OF TIME THAT COMMENCES WITH
13 A CAR SHARING DELIVERY PERIOD OR, IF THERE IS NO CAR SHARING
14 DELIVERY PERIOD, THAT COMMENCES WITH A CAR SHARING START TIME
15 AND IN EITHER CASE ENDS AT A CAR SHARING TERMINATION TIME.

16 "CAR SHARING PROGRAM AGREEMENT." THE TERMS AND CONDITIONS
17 APPLICABLE TO A SHARED VEHICLE OWNER AND A SHARED VEHICLE DRIVER
18 THAT GOVERN THE USE OF A SHARED VEHICLE THROUGH A PEER-TO-PEER
19 CAR SHARING PROGRAM. THE TERM DOES NOT INCLUDE A RENTAL CAR
20 AGREEMENT.

21 "CAR SHARING START TIME." THE TIME WHEN A SHARED VEHICLE
22 BECOMES SUBJECT TO THE CONTROL OF THE SHARED VEHICLE DRIVER AT
23 OR AFTER THE TIME THE RESERVATION OF THE SHARED VEHICLE IS
24 SCHEDULED TO BEGIN AS DOCUMENTED IN THE RECORDS OF A PEER-TO-
25 PEER CAR SHARING PROGRAM.

26 "CAR SHARING TERMINATION TIME." THE EARLIEST OF THE
27 FOLLOWING EVENTS:

28 (1) THE EXPIRATION OF THE AGREED-UPON PERIOD OF TIME
29 ESTABLISHED FOR THE USE OF A SHARED VEHICLE ACCORDING TO THE
30 TERMS OF THE CAR SHARING PROGRAM AGREEMENT IF THE SHARED

1 VEHICLE IS DELIVERED TO THE LOCATION AGREED UPON IN THE CAR
2 SHARING PROGRAM AGREEMENT;

3 (2) A SHARED VEHICLE IS RETURNED TO A LOCATION AS
4 ALTERNATIVELY AGREED UPON BY THE SHARED VEHICLE OWNER AND
5 SHARED VEHICLE DRIVER AS COMMUNICATED THROUGH A PEER-TO-PEER
6 CAR SHARING PROGRAM, WHICH ALTERNATIVELY AGREED-UPON LOCATION
7 SHALL BE INCORPORATED INTO THE CAR SHARING PROGRAM AGREEMENT;
8 OR

9 (3) A SHARED VEHICLE OWNER OR THE SHARED VEHICLE OWNER'S
10 AUTHORIZED DESIGNEE, TAKES POSSESSION AND CONTROL OF THE
11 SHARED VEHICLE.

12 "PEER-TO-PEER CAR SHARING." THE AUTHORIZED USE OF A VEHICLE
13 BY AN INDIVIDUAL OTHER THAN THE VEHICLE'S OWNER THROUGH A PEER-
14 TO-PEER CAR SHARING PROGRAM. THE TERM DOES NOT INCLUDE A RENTAL
15 CAR OBTAINED THROUGH A RENTAL CAR COMPANY.

16 "PEER-TO-PEER CAR SHARING PROGRAM." A BUSINESS PLATFORM THAT
17 CONNECTS VEHICLE OWNERS WITH DRIVERS TO ENABLE THE SHARING OF
18 VEHICLES FOR FINANCIAL CONSIDERATION.

19 "RENTAL CAR" OR "RENTAL VEHICLE." A PRIVATE PASSENGER MOTOR
20 VEHICLE DESIGNED TO TRANSPORT 15 OR FEWER PASSENGERS OR A TRUCK,
21 TRAILER OR SEMITRAILER USED IN THE TRANSPORTATION OF PROPERTY
22 OTHER THAN COMMERCIAL FREIGHT, THAT IS RENTED WITHOUT A DRIVER
23 AND IS PART OF A FLEET OF FIVE OR MORE SUCH VEHICLES USED FOR
24 THAT PURPOSE, OWNED OR LEASED BY THE SAME PERSON OR ENTITY.

25 "RENTAL CAR COMPANY." A BUSINESS ENTITY ENGAGED IN THE
26 BUSINESS OF RENTING RENTAL VEHICLES IN THIS COMMONWEALTH.

27 "SHARED VEHICLE." A VEHICLE THAT IS AVAILABLE FOR SHARING
28 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM. THE TERM DOES NOT
29 INCLUDE A RENTAL CAR OR RENTAL VEHICLE.

30 "SHARED VEHICLE DRIVER." AN INDIVIDUAL WHO HAS BEEN

1 AUTHORIZED TO DRIVE A SHARED VEHICLE BY THE SHARED VEHICLE OWNER
2 UNDER A CAR SHARING PROGRAM AGREEMENT.

3 "SHARED VEHICLE OWNER." THE REGISTERED OWNER, OR A PERSON OR
4 ENTITY DESIGNATED BY THE REGISTERED OWNER, OF A VEHICLE MADE
5 AVAILABLE FOR SHARING TO SHARED VEHICLE DRIVERS THROUGH A PEER-
6 TO-PEER CAR SHARING PROGRAM.

7 § 1104. INSURANCE.

8 (A) INSURANCE COVERAGE DURING CAR SHARING PERIOD.--

9 (1) A PEER-TO-PEER CAR SHARING PROGRAM SHALL ASSUME
10 LIABILITY, EXCEPT AS PROVIDED UNDER PARAGRAPH (2), OF A
11 SHARED VEHICLE OWNER FOR BODILY INJURY OR PROPERTY DAMAGE TO
12 THIRD PARTIES OR UNINSURED AND UNDERINSURED MOTORIST OR
13 PERSONAL INJURY PROTECTION LOSSES DURING THE CAR SHARING
14 PERIOD IN AN AMOUNT STATED IN THE CAR SHARING PROGRAM
15 AGREEMENT WHICH AMOUNT MAY NOT BE LESS THAN THOSE SPECIFIED
16 IN 75 PA.C.S. CH. 17 (RELATING TO FINANCIAL RESPONSIBILITY).

17 (2) NOTWITHSTANDING THE DEFINITION OF "CAR SHARING
18 TERMINATION TIME," THE ASSUMPTION OF LIABILITY UNDER
19 PARAGRAPH (1) OF THIS SUBSECTION DOES NOT APPLY TO A SHARED
20 VEHICLE OWNER WHEN:

21 (I) THE SHARED VEHICLE OWNER MAKES AN INTENTIONAL OR
22 FRAUDULENT MATERIAL MISREPRESENTATION OR OMISSION TO THE
23 PEER-TO-PEER CAR SHARING PROGRAM BEFORE THE CAR SHARING
24 PERIOD IN WHICH THE LOSS OCCURRED; OR

25 (II) ACTING IN CONCERT WITH A SHARED VEHICLE DRIVER
26 WHO FAILS TO RETURN THE SHARED VEHICLE PURSUANT TO THE
27 TERMS OF CAR SHARING PROGRAM AGREEMENT.

28 (3) NOTWITHSTANDING THE DEFINITION OF "CAR SHARING
29 TERMINATION TIME," THE ASSUMPTION OF LIABILITY UNDER
30 PARAGRAPH (1) SHALL APPLY TO BODILY INJURY, PROPERTY DAMAGE,

1 UNINSURED AND UNDERINSURED MOTORIST OR PERSONAL INJURY
2 PROTECTION LOSSES BY DAMAGED THIRD PARTIES REQUIRED BY 75
3 PA.C.S. CH. 17.

4 (4) A PEER-TO-PEER CAR SHARING PROGRAM SHALL ENSURE
5 THAT, DURING EACH CAR SHARING PERIOD, THE SHARED VEHICLE
6 OWNER AND THE SHARED VEHICLE DRIVER ARE INSURED UNDER A MOTOR
7 VEHICLE LIABILITY INSURANCE POLICY THAT PROVIDES INSURANCE
8 COVERAGE IN AMOUNTS NO LESS THAN THE MINIMUM AMOUNTS
9 SPECIFIED IN 75 PA.C.S. CH. 17 AND:

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

13 (II) DOES NOT EXCLUDE USE OF A SHARED VEHICLE BY A
14 SHARED VEHICLE DRIVER.

15 (5) THE INSURANCE DESCRIBED UNDER PARAGRAPH (4) MAY BE
16 SATISFIED BY MOTOR VEHICLE LIABILITY INSURANCE MAINTAINED BY:

17 (I) A SHARED VEHICLE OWNER;

18 (II) A SHARED VEHICLE DRIVER;

19 (III) A PEER-TO-PEER CAR SHARING PROGRAM; OR

20 (IV) A SHARED VEHICLE OWNER, A SHARED VEHICLE DRIVER
21 AND A PEER-TO-PEER CAR SHARING PROGRAM.

22 (6) THE INSURANCE DESCRIBED UNDER PARAGRAPH (5) THAT
23 SATISFIES THE INSURANCE REQUIREMENT OF PARAGRAPH (4) SHALL BE
24 PRIMARY DURING EACH CAR SHARING PERIOD AND IN THE EVENT THAT
25 A CLAIM OCCURS IN ANOTHER STATE WITH MINIMUM FINANCIAL
26 RESPONSIBILITY LIMITS HIGHER THAN SPECIFIED IN 75 PA.C.S. CH.
27 17, DURING THE CAR SHARING PERIOD, THE COVERAGE MAINTAINED
28 UNDER PARAGRAPH (5) SHALL SATISFY THE DIFFERENCE IN MINIMUM
29 COVERAGE AMOUNTS, UP TO THE APPLICABLE POLICY LIMITS.

30 (7) THE INSURER, INSURERS OR PEER-TO-PEER CAR SHARING

1 PROGRAM PROVIDING COVERAGE UNDER PARAGRAPH (4) OR (5) SHALL
2 ASSUME PRIMARY LIABILITY FOR A CLAIM WHEN:

3 (I) A DISPUTE EXISTS AS TO WHO WAS IN CONTROL OF THE
4 SHARED VEHICLE AT THE TIME OF THE LOSS AND THE PEER-TO-
5 PEER CAR SHARING PROGRAM DOES NOT HAVE AVAILABLE, DID NOT
6 RETAIN, OR FAILS TO PROVIDE THE INFORMATION REQUIRED BY
7 SUBSECTION (D); OR

8 (II) A DISPUTE EXISTS AS TO WHETHER THE SHARED
9 VEHICLE WAS RETURNED TO THE ALTERNATIVELY AGREED-UPON
10 LOCATION AS REQUIRED BY THIS CHAPTER.

11 (8) IF INSURANCE MAINTAINED BY A SHARED VEHICLE OWNER OR
12 SHARED VEHICLE DRIVER IN ACCORDANCE WITH PARAGRAPH (5) HAS
13 LAPSED OR DOES NOT PROVIDE THE REQUIRED COVERAGE, INSURANCE
14 MAINTAINED BY A PEER-TO-PEER CAR SHARING PROGRAM SHALL
15 PROVIDE THE COVERAGE REQUIRED BY PARAGRAPH (4) BEGINNING WITH
16 THE FIRST DOLLAR OF A CLAIM AND HAVE THE DUTY TO DEFEND SUCH
17 CLAIM EXCEPT UNDER CIRCUMSTANCES AS PROVIDED UNDER PARAGRAPH
18 (2).

19 (9) COVERAGE UNDER AN AUTOMOBILE INSURANCE POLICY
20 MAINTAINED BY THE PEER-TO-PEER CAR SHARING PROGRAM SHALL NOT
21 BE DEPENDENT ON ANOTHER AUTOMOBILE INSURER FIRST DENYING A
22 CLAIM NOR SHALL ANOTHER AUTOMOBILE INSURANCE POLICY BE
23 REQUIRED TO FIRST DENY A CLAIM.

24 (10) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO:

25 (I) LIMIT THE LIABILITY OF THE PEER-TO-PEER CAR
26 SHARING PROGRAM FOR AN ACT OR OMISSION OF THE PEER-TO-
27 PEER CAR SHARING PROGRAM ITSELF THAT RESULTS IN INJURY TO
28 A PERSON AS A RESULT OF THE USE OF A SHARED VEHICLE
29 THROUGH A PEER-TO-PEER CAR SHARING PROGRAM; OR

30 (II) LIMIT THE ABILITY OF THE PEER-TO-PEER CAR

1 SHARING PROGRAM TO, BY CONTRACT, SEEK INDEMNIFICATION
2 FROM A SHARED VEHICLE OWNER OR A SHARED VEHICLE DRIVER
3 FOR ECONOMIC LOSS SUSTAINED BY A PEER-TO-PEER CAR SHARING
4 PROGRAM RESULTING FROM A BREACH OF THE TERMS AND
5 CONDITIONS OF THE CAR SHARING PROGRAM AGREEMENT.

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

16 (C) EXCLUSIONS IN MOTOR VEHICLE LIABILITY INSURANCE
17 POLICIES.--

18 (1) AN AUTHORIZED INSURER THAT WRITES MOTOR VEHICLE
19 LIABILITY INSURANCE IN THIS COMMONWEALTH MAY EXCLUDE ANY AND
20 ALL COVERAGE AND THE DUTY TO DEFEND OR INDEMNIFY FOR A CLAIM
21 AFFORDED UNDER A SHARED VEHICLE OWNER'S MOTOR VEHICLE
22 LIABILITY INSURANCE POLICY, INCLUDING:

23 (I) LIABILITY COVERAGE FOR BODILY INJURY AND
24 PROPERTY DAMAGE;

25 (II) PERSONAL INJURY PROTECTION COVERAGE;

26 (III) UNINSURED AND UNDERINSURED MOTORIST COVERAGE;

27 (IV) MEDICAL PAYMENTS COVERAGE;

28 (V) COMPREHENSIVE PHYSICAL DAMAGE COVERAGE; AND

29 (VI) COLLISION PHYSICAL DAMAGE COVERAGE.

30 (2) NOTHING IN THIS CHAPTERS SHALL BE CONSTRUED TO:

1 (I) INVALIDATE OR LIMIT AN EXCLUSION CONTAINED IN A
2 MOTOR VEHICLE LIABILITY INSURANCE POLICY, INCLUDING AN
3 INSURANCE POLICY IN USE OR APPROVED FOR USE THAT EXCLUDES
4 COVERAGE FOR MOTOR VEHICLES MADE AVAILABLE FOR RENT,
5 SHARING OR HIRE OR FOR ANY BUSINESS USE.

6 (II) INVALIDATE, LIMIT OR RESTRICT AN INSURER'S
7 ABILITY UNDER EXISTING LAW TO UNDERWRITE ANY INSURANCE
8 POLICY.

9 (III) INVALIDATE, LIMIT OR RESTRICT AN INSURER'S
10 ABILITY UNDER EXISTING LAW TO CANCEL AND NONRENEW POLICY.

11 (D) RECORDKEEPING AND USE OF VEHICLE IN CAR SHARING.--

12 (1) A PEER-TO-PEER CAR SHARING PROGRAM SHALL COLLECT AND
13 VERIFY RECORDS PERTAINING TO THE USE OF A VEHICLE, INCLUDING
14 TIMES USED, CAR SHARING PERIOD PICKUP AND DROP OFF LOCATIONS,
15 FEES PAID BY THE SHARED VEHICLE DRIVER AND REVENUES RECEIVED
16 BY THE SHARED VEHICLE OWNER AND PROVIDE THAT INFORMATION UPON
17 REQUEST TO THE SHARED VEHICLE OWNER, THE SHARED VEHICLE
18 OWNER'S INSURER OR THE SHARED VEHICLE DRIVER'S INSURER TO
19 FACILITATE A CLAIM COVERAGE INVESTIGATION, SETTLEMENT,
20 NEGOTIATION OR LITIGATION.

21 (2) THE PEER-TO-PEER CAR SHARING PROGRAM SHALL RETAIN
22 THE RECORDS FOR A TIME PERIOD NOT LESS THAN THE APPLICABLE
23 PERSONAL INJURY STATUTE OF LIMITATIONS.

24 (E) EXEMPTION AND VICARIOUS LIABILITY.--A PEER-TO-PEER CAR
25 SHARING PROGRAM AND A SHARED VEHICLE OWNER SHALL BE EXEMPT FROM
26 VICARIOUS LIABILITY IN ACCORDANCE WITH 49 U.S.C. § 30106
27 (RELATING TO RENTED OR LEASED MOTOR VEHICLE SAFETY AND
28 RESPONSIBILITY) AND UNDER ANY STATE OR LOCAL LAW THAT IMPOSES
29 LIABILITY SOLELY BASED ON VEHICLE OWNERSHIP.

30 (F) CONTRIBUTION AGAINST INDEMNIFICATION.--A MOTOR VEHICLE

1 INSURER THAT DEFENDS OR INDEMNIFIES A CLAIM AGAINST A SHARED
2 VEHICLE THAT IS EXCLUDED UNDER THE TERMS OF THE POLICY SHALL
3 HAVE THE RIGHT TO SEEK RECOVERY AGAINST THE MOTOR VEHICLE
4 INSURER OF THE PEER-TO-PEER CAR SHARING PROGRAM IF THE CLAIM IS:

5 (1) MADE AGAINST THE SHARED VEHICLE OWNER OR THE SHARED
6 VEHICLE DRIVER FOR LOSS OR INJURY THAT OCCURS DURING THE CAR
7 SHARING PERIOD.

8 (2) EXCLUDED UNDER THE TERMS OF THE POLICY.

9 (G) INSURABLE INTEREST.--

10 (1) NOTWITHSTANDING ANY OTHER LAW, STATUTE, RULE OR
11 REGULATION TO THE CONTRARY, A PEER-TO-PEER CAR SHARING
12 PROGRAM SHALL HAVE AN INSURABLE INTEREST IN A SHARED VEHICLE
13 DURING THE CAR SHARING PERIOD.

14 (2) NOTHING IN THIS SUBSECTION SHALL BE CONSTRUED AS
15 CREATING LIABILITY ON A PEER-TO-PEER CAR SHARING PROGRAM TO
16 MAINTAIN THE COVERAGE MANDATED BY SUBSECTION (A).

17 (3) A PEER-TO-PEER CAR SHARING PROGRAM MAY OWN AND
18 MAINTAIN AS THE NAMED INSURED ONE OR MORE POLICIES OF MOTOR
19 VEHICLE LIABILITY INSURANCE THAT PROVIDES COVERAGE FOR:

20 (I) LIABILITIES ASSUMED BY THE PEER-TO-PEER CAR
21 SHARING PROGRAM UNDER A CAR SHARING PROGRAM AGREEMENT;

22 (II) LIABILITY OF THE SHARED VEHICLE OWNER;

23 (III) DAMAGE OR LOSS TO THE SHARED VEHICLE; OR

24 (IV) LIABILITY OF THE SHARED VEHICLE DRIVER.

25 § 1105. CONSUMER PROTECTION DISCLOSURES.

26 A CAR SHARING PROGRAM AGREEMENT SHALL DISCLOSE TO THE SHARED
27 VEHICLE OWNER AND THE SHARED VEHICLE DRIVER:

28 (1) A RIGHT OF THE PEER-TO-PEER CAR SHARING PROGRAM TO
29 SEEK INDEMNIFICATION FROM THE SHARED VEHICLE OWNER OR THE
30 SHARED VEHICLE DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE

1 PEER-TO-PEER CAR SHARING PROGRAM RESULTING FROM A BREACH OF
2 THE TERMS AND CONDITIONS OF THE CAR SHARING PROGRAM
3 AGREEMENT.

4 (2) THAT A MOTOR VEHICLE LIABILITY INSURANCE POLICY
5 ISSUED TO THE SHARED VEHICLE OWNER FOR THE SHARED VEHICLE OR
6 TO THE SHARED VEHICLE DRIVER DOES NOT PROVIDE A DEFENSE OR
7 INDEMNIFICATION FOR A CLAIM ASSERTED BY THE PEER-TO-PEER CAR
8 SHARING PROGRAM.

9 (3) THAT THE PEER-TO-PEER CAR SHARING PROGRAM'S
10 INSURANCE COVERAGE ON THE SHARED VEHICLE OWNER AND THE SHARED
11 VEHICLE DRIVER IS IN EFFECT ONLY DURING EACH CAR SHARING
12 PERIOD AND THAT, FOR ANY USE OF THE SHARED VEHICLE BY THE
13 SHARED VEHICLE DRIVER AFTER THE CAR SHARING TERMINATION TIME,
14 THE SHARED VEHICLE DRIVER AND THE SHARED VEHICLE OWNER MAY
15 NOT HAVE INSURANCE COVERAGE.

16 (4) THE DAILY RATE, FEES AND, IF APPLICABLE, INSURANCE
17 OR PROTECTION PACKAGE COSTS THAT ARE CHARGED TO THE SHARED
18 VEHICLE OWNER OR THE SHARED VEHICLE DRIVER.

19 (5) THAT THE SHARED VEHICLE OWNER'S MOTOR VEHICLE
20 LIABILITY INSURANCE MAY NOT PROVIDE COVERAGE FOR A SHARED
21 VEHICLE.

22 (6) AN EMERGENCY TELEPHONE NUMBER TO PERSONNEL CAPABLE
23 OF FIELDING ROADSIDE ASSISTANCE AND OTHER CUSTOMER SERVICE
24 INQUIRIES.

25 (7) IF THERE ARE CONDITIONS UNDER WHICH A SHARED VEHICLE
26 DRIVER MUST MAINTAIN A PERSONAL AUTOMOBILE INSURANCE POLICY
27 WITH CERTAIN APPLICABLE COVERAGE LIMITS ON A PRIMARY BASIS IN
28 ORDER TO BOOK A SHARED VEHICLE.

29 § 1106. DRIVER'S LICENSE VERIFICATION.

30 (A) CONDITIONS FOR CAR SHARING PROGRAM AGREEMENT.--A PEER-

1 TO-PEER CAR SHARING PROGRAM MAY NOT ENTER INTO A CAR SHARING
2 PROGRAM AGREEMENT WITH A DRIVER UNLESS THE DRIVER WHO WILL
3 OPERATE THE SHARED VEHICLE:

4 (1) HOLDS A DRIVER'S LICENSE ISSUED BY THE DEPARTMENT OF
5 TRANSPORTATION THAT AUTHORIZES THE DRIVER TO OPERATE VEHICLES
6 OF THE CLASS OF THE SHARED VEHICLE; OR

7 (2) IS A NONRESIDENT WHO:

8 (I) HAS A DRIVER'S LICENSE ISSUED BY THE STATE OR
9 COUNTRY OF THE DRIVER'S RESIDENCE THAT AUTHORIZES THE
10 DRIVER IN THAT STATE OR COUNTRY TO DRIVE VEHICLES OF THE
11 CLASS OF THE SHARED VEHICLE; AND

12 (II) IS AT LEAST THE SAME AGE AS THAT REQUIRED OF A
13 RESIDENT TO DRIVE; OR

14 (3) OTHERWISE IS SPECIFICALLY AUTHORIZED BY LAW TO DRIVE
15 VEHICLES OF THE CLASS OF THE SHARED VEHICLE.

16 (B) DATA RETENTION.--A PEER-TO-PEER CAR SHARING PROGRAM
17 SHALL KEEP A RECORD OF:

18 (1) THE NAME AND ADDRESS OF THE SHARED VEHICLE DRIVER.

19 (2) THE NUMBER OF THE DRIVER'S LICENSE OF THE SHARED
20 VEHICLE DRIVER AND EACH OTHER PERSON, IF ANY, WHO WILL
21 OPERATE THE SHARED VEHICLE.

22 (3) THE PLACE OF ISSUANCE OF THE DRIVER'S LICENSE.

23 § 1107. RESPONSIBILITY FOR EQUIPMENT.

24 A PEER-TO-PEER CAR SHARING PROGRAM SHALL HAVE SOLE
25 RESPONSIBILITY FOR EQUIPMENT, SUCH AS A GPS SYSTEM OR OTHER
26 SPECIAL EQUIPMENT THAT IS PUT IN OR ON THE SHARED VEHICLE TO
27 MONITOR OR FACILITATE THE CAR SHARING TRANSACTION, AND SHALL
28 AGREE TO INDEMNIFY AND HOLD HARMLESS THE SHARED VEHICLE OWNER
29 FOR DAMAGE TO OR THEFT OF THE EQUIPMENT DURING THE CAR SHARING
30 PERIOD NOT CAUSED BY THE SHARED VEHICLE OWNER. THE PEER-TO-PEER

1 CAR SHARING PROGRAM HAS THE RIGHT TO SEEK INDEMNITY FROM THE
2 SHARED VEHICLE DRIVER FOR LOSS OR DAMAGE TO THE EQUIPMENT THAT
3 OCCURS DURING THE CAR SHARING PERIOD.

4 § 1108. AUTOMOBILE SAFETY RECALLS.

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

11 (1) VERIFY THAT THE SHARED VEHICLE DOES NOT HAVE ANY
12 SAFETY RECALLS ON THE VEHICLE FOR WHICH THE REPAIRS HAVE NOT
13 BEEN MADE.

14 (2) NOTIFY THE SHARED VEHICLE OWNER OF THE REQUIREMENTS
15 UNDER SUBSECTION (B).

16 (B) EFFECT OF SAFETY RECALL.--

17 (1) IF THE SHARED VEHICLE OWNER HAS RECEIVED AN ACTUAL
18 NOTICE OF A SAFETY RECALL ON THE VEHICLE, A SHARED VEHICLE
19 OWNER MAY NOT MAKE THE VEHICLE AVAILABLE AS A SHARED VEHICLE
20 ON A PEER-TO-PEER CAR SHARING PROGRAM UNTIL THE SAFETY RECALL
21 REPAIR HAS BEEN MADE.

22 (2) IF A SHARED VEHICLE OWNER RECEIVES AN ACTUAL NOTICE
23 OF A SAFETY RECALL ON A SHARED VEHICLE WHILE THE SHARED
24 VEHICLE IS AVAILABLE ON THE PEER-TO-PEER CAR SHARING PROGRAM,
25 THE SHARED VEHICLE OWNER SHALL REMOVE THE SHARED VEHICLE AS
26 AVAILABLE ON THE PEER-TO-PEER CAR SHARING PROGRAM, AS SOON AS
27 PRACTICABLY POSSIBLE AFTER RECEIVING THE NOTICE OF THE SAFETY
28 RECALL AND UNTIL THE SAFETY RECALL REPAIR HAS BEEN MADE.

29 (3) IF A SHARED VEHICLE OWNER RECEIVES AN ACTUAL NOTICE
30 OF A SAFETY RECALL WHILE THE SHARED VEHICLE IS BEING USED IN

1 THE POSSESSION OF A SHARED VEHICLE DRIVER, AS SOON AS
2 PRACTICABLY POSSIBLE AFTER RECEIVING THE NOTICE OF THE SAFETY
3 RECALL, THE SHARED VEHICLE OWNER SHALL NOTIFY THE PEER-TO-
4 PEER CAR SHARING PROGRAM ABOUT THE SAFETY RECALL SO THAT THE
5 SHARED VEHICLE OWNER MAY ADDRESS THE SAFETY RECALL REPAIR.
6 § 1109. REGULATIONS.

7 THE INSURANCE COMMISSIONER MAY PROMULGATE RULES AND
8 REGULATIONS THAT ARE NOT INCONSISTENT WITH AND NECESSARY TO
9 ADMINISTER AND ENFORCE THE PROVISIONS OF THIS CHAPTER.

10 Section 2. Title 75 is amended by adding a section to read:

11 § 1799.8. Group insurance for ~~private vehicle rental~~ PEER-TO- <--
12 PEER CAR SHARING programs.

13 (a) Insurance requirements.--In the case of a vehicle that
14 is used in connection with a ~~private vehicle rental~~ PEER-TO-PEER <--
15 CAR SHARING program, the insurance requirements under this
16 chapter shall be met by a group insurance policy, as specified
17 in 40 Pa.C.S. ~~§ 1114 (relating to group insurance for private <--~~
18 ~~vehicle rental programs)~~ § 1104 (RELATING TO INSURANCE), issued <--
19 to a THE program provider and the ~~renters and authorized or <--~~
20 ~~permissive drivers of the private vehicle rental program~~ SHARED <--
21 VEHICLE DRIVER for any time that the vehicle is being used in
22 connection with the ~~private vehicle rental~~ PEER-TO-PEER CAR <--
23 SHARING program.

24 (b) Proof of financial security.--In the case of financial
25 security procured by a program provider of a private vehicle
26 rental program as specified under 40 Pa.C.S. ~~§ 1114~~ § 1104, the <--
27 program provider shall provide the department with proof of
28 financial security in the form of a group insurance policy
29 covering the program provider and the owners of all vehicles
30 registered in this Commonwealth that participate in the ~~private <--~~

1 ~~vehicle rental~~ PEER-TO-PEER CAR SHARING program as insured group <--
2 ~~members, covering those vehicles while they are being used in~~
3 ~~conjunction with that private vehicle rental~~ PEER-TO-PEER CAR <--
4 SHARING program. The following apply:

5 (1) The proof may not be used in connection with the
6 registration of the vehicles.

7 (2) A vehicle may not be registered unless the owner of
8 the vehicle separately complies with section 1305(d)
9 (relating to application for registration).

10 (c) Definitions.--As used in this section, the following
11 words and phrases shall have the meanings given to them in this
12 subsection unless the context clearly indicates otherwise:

13 ~~"Private vehicle rental program." As defined in 40 Pa.C.S. § <--~~
14 ~~1102 (relating to definitions).~~

15 ~~"PEER-TO-PEER CAR-SHARING PROGRAM." AS DEFINED IN 40 PA.C.S. <--~~
16 ~~§ 1103 (RELATING TO DEFINITIONS).~~

17 ~~"Program provider." As defined in 40 Pa.C.S. § 1102. THE <--~~
18 ~~ENTITY THAT OPERATES, FACILITATES OR ADMINISTERS TRANSACTIONS~~
19 ~~FROM A PEER-TO-PEER CAR SHARING PROGRAM.~~

20 ~~"Renter." As defined in 40 Pa.C.S. § 1102. <--~~

21 ~~"Vehicle." As defined in 40 Pa.C.S. § 1102.~~

22 ~~Section 3. This act shall take effect immediately.~~

23 ~~"SHARED VEHICLE." AS DEFINED IN 40 PA.C.S. § 1103. <--~~

24 ~~"SHARED VEHICLE DRIVER." AS DEFINED IN 40 PA.C.S. § 1103.~~

25 SECTION 3. THIS ACT SHALL TAKE EFFECT IN 180 DAYS.