

AMENDMENTS TO LB961

Introduced by Transportation and Telecommunications.

1           1. Strike the original sections and insert the following new  
2 sections:

3           Section 1. Sections 1 to 15 of this act shall be known and may be  
4 cited as the Peer-to-Peer Vehicle Sharing Program Act.

5           Sec. 2. For purposes of the Peer-to-Peer Vehicle Sharing Program  
6 Act, unless the context otherwise requires:

7           (1) Agreement means an agreement established through a peer-to-peer  
8 vehicle sharing program that serves as a contract between a program, an  
9 owner, and a driver and describes the specific terms and conditions of  
10 the agreement that govern the use of a vehicle through such program,  
11 including the sharing period and location or locations for transfer of  
12 control of vehicle. Agreement does not mean a rental agreement as defined  
13 in section 44-4067;

14           (2) Delivery period means the period of time during which a vehicle  
15 is being delivered to the location at which the start time begins, if  
16 applicable, as documented by the agreement;

17           (3) Driver means an individual who has been authorized to drive a  
18 vehicle by an owner under an agreement;

19           (4) Owner means the registered owner, or a person or entity  
20 designated by the registered owner, of a vehicle made available for  
21 sharing through a peer-to-peer vehicle sharing program;

22           (5) Peer-to-peer vehicle sharing program or program means a business  
23 platform that connects vehicle owners with drivers to enable the sharing  
24 of vehicles for financial consideration. A program is not a  
25 transportation network company as defined in section 75-323 or a rental  
26 car company as defined in section 44-4067;

27           (6) Sharing means the authorized use of a vehicle by an individual

1 other than an owner through a peer-to-peer vehicle sharing program;

2 (7) Sharing period means the period of time that commences with the  
3 delivery period or, if there is no delivery period, that commences with  
4 the start time and, in either case, ends at the termination time;

5 (8) Start time means the time when a vehicle becomes subject to the  
6 control of a driver at or after the time the reservation is scheduled to  
7 begin as documented in the records of a program;

8 (9) Termination time means the earliest of the following events:

9 (a) The expiration of the agreed upon period of time established for  
10 the use of a vehicle according to the terms of the agreement, if the  
11 vehicle is delivered to the location agreed upon in the agreement;

12 (b) When a vehicle is returned to a location as alternatively agreed  
13 upon by the owner and driver as communicated through the peer-to-peer  
14 vehicle sharing program; or

15 (c) When an owner, or his or her authorized designee, takes  
16 possession and control of a vehicle; and

17 (10) Vehicle means a personal motor vehicle that is available for  
18 use through a peer-to-peer vehicle sharing program. Vehicle does not mean  
19 a rental vehicle as defined in section 44-4067.

20 Sec. 3. (1) Notwithstanding any other provision of law or any  
21 provision in an owner's policy of motor vehicle liability insurance, in  
22 the event of a loss or injury that occurs during a sharing period, a  
23 program shall:

24 (a) Except as provided in subsection (2) of this section, assume the  
25 liability of the owner for bodily injury or property damage to third  
26 parties, uninsured and underinsured motorist benefits, and personal  
27 injury protection losses during the sharing period in an amount stated in  
28 the agreement, and which amount may not be less than that set forth in  
29 section 60-310; and

30 (b) Retain such liability regardless of a lapse in, or otherwise  
31 absence of, any coverage under which a program is insured.

1       (2) Notwithstanding the definition of termination time, a program  
2 shall not be liable when an owner:

3       (a) Makes a material, intentional, or fraudulent misrepresentation,  
4 or a material, intentional, or fraudulent omission to a program before  
5 the sharing period in which the loss occurred; or

6       (b) Acts in concert with a driver who fails to return a vehicle  
7 pursuant to the terms of an agreement.

8       Sec. 4. (1) A program shall ensure that, during each sharing  
9 period, financial responsibility for a vehicle is provided in amounts no  
10 less than the minimum amounts set forth in section 60-310 that:

11       (a) Recognizes that the vehicle is made available and used through  
12 the program; or

13       (b) Does not exclude use of the vehicle by a driver through the  
14 program.

15       (2) The financial responsibility required under subsection (1) of  
16 this section may be satisfied by motor vehicle liability insurance or  
17 other acceptable means of demonstrating financial responsibility in this  
18 state, voluntarily maintained by:

19       (a) The owner;

20       (b) The driver;

21       (c) The program; or

22       (d) Any combination of owner, driver, and program.

23       (3) The financial responsibility required in subsection (1) of this  
24 section and satisfied pursuant to subsection (2) of this section shall be  
25 the primary responsibility for losses during the sharing period.

26       (4) A program shall:

27       (a) Assume primary financial responsibility for a claim when it is  
28 in whole or in part providing the financial responsibility required under  
29 section 3 of this act if:

30       (i) A dispute exists as to who was in control of the vehicle at the  
31 time of the loss; and

1        (ii) The program does not have available, did not retain, or fails  
2 to provide the information required by section 7 of this act; and

3        (b) Be indemnified by the owner's personal policy of motor vehicle  
4 liability insurance to the extent of such policy's obligation, if any, if  
5 it is determined that the owner was in control of the vehicle at the time  
6 of the loss.

7        (5) If insurance maintained by the owner or the driver in accordance  
8 with subsection (2) of this section has lapsed or does not provide the  
9 required financial responsibility, the program or its insurer shall  
10 provide the coverage required by subsection (1) of this section beginning  
11 with the first dollar of a claim and have the duty to defend such claim  
12 except under circumstances as set forth in subsection (2) of section 3 of  
13 this act.

14        (6) Financial responsibility maintained by the program shall not be  
15 dependent on another automobile insurer first denying a claim, nor shall  
16 another automobile insurance policy be required to first deny a claim.

17        (7) Nothing in the Peer-to-Peer Vehicle Sharing Program Act:

18        (a) Limits the liability of a program for any act or omission of the  
19 program itself that results in injury to any person as a result of the  
20 use of a vehicle through the program; or

21        (b) Limits the ability of a program, by contract, to seek  
22 indemnification from an owner or a driver for economic loss sustained by  
23 the program resulting from a breach of the terms and conditions of an  
24 agreement.

25        Sec. 5. At the time an owner registers a vehicle for use through  
26 the program and again prior to the time such owner makes such vehicle  
27 available for use through such program, the program shall notify the  
28 owner that if the vehicle has a lien against it, the use of the vehicle  
29 through the program, including use without physical damage coverage, may  
30 violate the terms of the contract with the lienholder.

31        Sec. 6. (1) An authorized insurer that writes motor vehicle

1 liability insurance in this state may exclude any and all coverage and  
2 the duty to defend or indemnify for any claim afforded under the owner's  
3 motor vehicle liability insurance policy, including, but not limited to:

- 4 (a) Liability coverage for bodily injury and property damage;
- 5 (b) Personal injury protection coverage as defined;
- 6 (c) Uninsured and underinsured motorist coverage;
- 7 (d) Medical payments coverage;
- 8 (e) Comprehensive physical damage coverage; and
- 9 (f) Collision physical damage coverage.

10 (2) Nothing in the Peer-to-Peer Vehicle Sharing Program Act  
11 invalidates or limits an exclusion contained in a motor vehicle liability  
12 insurance policy, including any insurance policy in use or approved for  
13 use that excludes coverage for motor vehicles made available for rent,  
14 hire, or for any business use, including sharing.

15 Sec. 7. (1) A program shall collect and verify records pertaining  
16 to the use of a vehicle, including, but not limited to, sharing periods,  
17 sharing period pick-up and drop-off locations, fees paid by a driver, and  
18 revenue received by an owner.

19 (2) A program shall provide the information collected pursuant to  
20 subsection (1) of this section upon request to the owner, the owner's  
21 insurer, and the driver's insurer to facilitate a claim coverage  
22 investigation.

23 (3) A program shall retain the records required in this section for  
24 a time period not less than four years.

25 Sec. 8. A motor vehicle insurer that defends or indemnifies a claim  
26 arising from the operation of a vehicle that is excluded under the terms  
27 of its policy shall have the right to seek contribution against a program  
28 if the claim is made against the owner or driver for loss or injury that  
29 occurs during the sharing period.

30 Sec. 9. (1) Notwithstanding any other provision of law, a program  
31 shall have an insurable interest in a vehicle during the sharing period.

1       (2) Nothing in this section shall impose liability on a program to  
2 maintain the coverage required by section 3 of this act.

3       (3) A program may own and maintain as the named insured one or more  
4 policies of motor vehicle liability insurance that provides coverage for:

5       (a) Liabilities assumed by the program under the agreement;

6       (b) Liability of an owner;

7       (c) Damage or loss to a vehicle; or

8       (d) Liability of a driver.

9       Sec. 10. A program and an owner shall be exempt from vicarious  
10 liability in accordance with 49 U.S.C. 30106(a) and under any state or  
11 local law that imposes liability solely based on vehicle ownership.

12       Sec. 11. (1) Each agreement made in this state shall disclose to  
13 each owner and driver:

14       (a) Any right of the program to seek indemnification from an owner  
15 or a driver for economic loss sustained by the program resulting from a  
16 breach of the terms and conditions of the agreement;

17       (b) That a motor vehicle liability insurance policy issued to an  
18 owner for the vehicle, or to a driver, may not provide a defense or  
19 indemnity for any claim asserted by the program;

20       (c) That a program's financial responsibility afforded to each owner  
21 and driver is available only during the sharing period;

22       (d) That for any use of a vehicle by a driver after the termination  
23 time, a driver or owner may not have coverage;

24       (e) The daily rate, fees, costs, and, if applicable, any insurance  
25 or protection package costs that are charged to an owner or a driver; and

26       (f) That an owner's motor vehicle liability insurance may not  
27 provide coverage for the vehicle.

28       (2) Each agreement made in this state shall disclose to each driver:

29       (a) An emergency telephone number to personnel capable of fielding  
30 roadside assistance and other customer service inquiries; and

31       (b) Any conditions under which a driver must maintain a personal

1 automobile insurance policy and any required coverage limits on a primary  
2 basis in order to use a vehicle through the program.

3 Sec. 12. A program shall have sole responsibility for any  
4 equipment, such as a global positioning system or other special  
5 equipment, that is put in or on a vehicle to monitor or facilitate  
6 sharing and shall agree to indemnify and hold harmless the owner for any  
7 damage to or theft of such equipment during the sharing period not caused  
8 by the owner. A program has the right to seek indemnity from a driver for  
9 any loss or damage to such equipment that occurs during the sharing  
10 period.

11 Sec. 13. (1) At the time an owner registers a vehicle for use by a  
12 program, and prior to the time when the owner makes a vehicle available  
13 for use by such program, the program shall:

14 (a) Verify that the vehicle does not have any safety recalls for  
15 which the repairs have not been made; and

16 (b) Notify the owner of the requirements under subsection (2) of  
17 this section.

18 (2) An owner shall:

19 (a) Not make a vehicle available for use through a program if the  
20 owner has received actual notice of a safety recall on such vehicle until  
21 the safety recall repair has been made;

22 (b) Upon receipt of actual notice of a safety recall on a vehicle  
23 when such vehicle is available for use through a program, remove the  
24 vehicle from availability as soon as practicably possible and until the  
25 safety recall repair has been made; and

26 (c) Upon receipt of actual notice of a safety recall on a vehicle,  
27 and when the vehicle is in the possession of a driver, notify the program  
28 of the safety recall so that the program may notify the driver and the  
29 vehicle can be removed from use until the owner makes the necessary  
30 safety recall repair.

31 Sec. 14. (1) A program shall not enter into an agreement with any

1 driver unless such driver:

2 (a) Holds a driver's license issued in this state authorizing the  
3 driver to operate vehicles of the class of vehicle used by the program;

4 or

5 (b) Is a nonresident who:

6 (i) Holds a driver's license issued by the state or country of the  
7 driver's residence that authorizes the driver in that state or country to  
8 drive vehicles of the class of vehicle used by the program; and

9 (ii) Is at least the same age as that required of a resident to  
10 drive in this state.

11 (2) A program shall keep a record of:

12 (a) The name and address of each driver; and

13 (b) The driver's license number and place of issuance for each  
14 driver who operates a vehicle under the agreement.

15 Sec. 15. Nothing in the Peer-to-Peer Vehicle Sharing Program Act  
16 shall be construed to limit the powers of an airport authority under  
17 Nebraska law.

18 Sec. 16. This act becomes operative on January 1, 2021.