

AMENDMENTS TO LB1073

(Amendments to Standing Committee amendments, AM2568)

Introduced by Slama, 1.

1           1. Strike sections 18, 19, 20, and 21 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 the terms and conditions applicable to an owner  
8 and a driver that govern the use of a vehicle shared through a peer-to-  
9 peer vehicle sharing program. Agreement does not mean a rental agreement  
10 as defined in section 44-4067;

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

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

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

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

24           (6) Sharing means the authorized use of a vehicle by an individual  
25 other than an owner through a peer-to-peer vehicle sharing program;

26           (7) Sharing period means the period of time that commences with the

1 delivery period or, if there is no delivery period, that commences with  
2 the start time and, in either case, ends at the termination time;

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

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

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

10 (b) When a vehicle is returned to an alternative location as agreed  
11 upon by the owner and driver as communicated through the peer-to-peer  
12 vehicle sharing program. Such alternative location shall be incorporated  
13 into the agreement; and

14 (c) When an owner, or the owner's authorized designee, takes  
15 possession and control of the vehicle; and

16 (10) Vehicle means a motor vehicle as defined in section 60-471 that  
17 is available for use through a peer-to-peer vehicle sharing program.  
18 Vehicle does not include any motor vehicle used as or offered for use as  
19 a rental vehicle under section 44-4067, any commercial motor vehicle as  
20 defined in section 60-465, or any vehicle subject to section 75-363.

21 Sec. 3. (1) Except as provided in subsection (2) of this section, a  
22 peer-to-peer vehicle sharing program shall assume financial liability on  
23 behalf of an owner for any claim for bodily injury or property damage to  
24 third parties or uninsured and underinsured motorist losses during the  
25 sharing period in an amount stated in the agreement. Such amount shall  
26 not be less than the amount required in section 60-310.

27 (2) The assumption of financial liability by a program under  
28 subsection (1) of this section does not apply if the owner:

29 (a) Makes a material, intentional, or fraudulent misrepresentation,  
30 or a material, intentional, or fraudulent omission, to a program relating  
31 to the vehicle or the agreement prior to the sharing period in which the

1 assumption of such liability would otherwise be required; or

2 (b) Acts in concert with a driver to trigger the assumption of such  
3 liability that would otherwise be required.

4 (3) The assumption of financial liability under subsection (1) of  
5 this section applies to bodily injury, property damage, and uninsured and  
6 underinsured motorist losses by injured third parties.

7 Sec. 4. (1) A program shall require during each sharing period that  
8 the owner and driver are insured under a motor vehicle liability  
9 insurance policy that:

10 (a) Provides financial responsibility in amounts no less than the  
11 minimum amounts required by section 60-310; and

12 (b)(i) Recognizes that the vehicle is made available and used  
13 through the program; or

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

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

20 (a) The owner;

21 (b) The driver;

22 (c) The program; or

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

24 (3) The financial responsibility described in subsection (1) of this  
25 section and satisfied pursuant to subsection (2) of this section shall be  
26 the primary coverage during the sharing period in the event that a claim  
27 occurs in another state with minimum financial responsibility limits  
28 higher than those required under section 60-310, and during the sharing  
29 period the coverage maintained under subsection (2) of this section shall  
30 satisfy any difference in minimum coverage amounts, up to the applicable  
31 policy limits.

1       (4) The insurer, insurers, or program providing coverage under  
2 section 3 or 4 of this act shall assume primary financial liability for a  
3 claim when:

4       (a) A dispute exists as to who was in control of the vehicle at the  
5 time of the loss and the program does not have available, did not retain,  
6 or fails to provide the information required by section 7 of this act; or

7       (b) A dispute exists as to whether the vehicle was returned to the  
8 alternative location pursuant to subdivision (9)(b) of section 2 of this  
9 act.

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

17       (6) Financial responsibility maintained by the program shall not be  
18 dependent on another insurer first denying a claim, nor shall another  
19 motor vehicle liability insurance policy be required to first deny a  
20 claim.

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

22       (a) Limits the liability of a program for any act or omission of the  
23 program itself that results in injury or economic loss to any person as a  
24 result of the use of a vehicle through the program; or

25       (b) Limits the ability of a program, by contract, to seek  
26 indemnification from an owner or a driver for economic loss sustained by  
27 the program resulting from a breach of the terms and conditions of an  
28 agreement by such owner or driver.

29       Sec. 5. At the time an owner makes a vehicle available for use  
30 through a program and immediately prior to each time such owner offers  
31 such vehicle for use through such program, the program shall notify the

1 owner that if the vehicle has a lien against it, the use of the vehicle  
2 through the program, including such use without physical damage insurance  
3 coverage, may violate the terms of the contract with the lienholder.

4 Sec. 6. (1) An authorized insurer that writes motor vehicle  
5 liability insurance in Nebraska may exclude any and all coverage and the  
6 duty to defend or indemnify for any claim afforded under the owner's  
7 motor vehicle liability insurance policy, including:

8 (a) Liability coverage for bodily injury and property damage;

9 (b) Personal injury protection coverage;

10 (c) Uninsured and underinsured motorist coverage;

11 (d) Medical payments coverage;

12 (e) Comprehensive physical damage coverage; and

13 (f) Collision physical damage coverage.

14 (2) Nothing in the this section invalidates, limits, or restricts an  
15 insurer's ability under existing law to underwrite any insurance policy.  
16 Nothing in the Peer-to-Peer Vehicle Sharing Program Act invalidates,  
17 limits, or restricts an insurer's ability to cancel and nonrenew  
18 insurance policies.

19 Sec. 7. (1) A program shall collect and verify records pertaining  
20 to the use of a vehicle, including sharing periods, sharing period pick-  
21 up and drop-off locations, fees paid by each driver, and revenue received  
22 by each owner.

23 (2) A program shall provide the information collected pursuant to  
24 subsection (1) of this section upon request to the owner, the owner's  
25 insurer, and the driver's insurer to facilitate a claim coverage  
26 investigation, settlement, negotiation, or litigation.

27 (3) A program shall retain the records required in this section for  
28 a period of not less than four years.

29 Sec. 8. An insurer that defends or indemnifies a claim arising from  
30 the operation of a vehicle that is excluded under the terms of its policy  
31 shall have the right to seek recovery against the motor vehicle insurer

1 of the program if the claim is made against the owner or driver for loss  
2 or injury that occurs during the sharing period.

3 Sec. 9. (1) A program shall have an insurable interest in a vehicle  
4 during the sharing period.

5 (2) Nothing in this section shall impose liability on a program to  
6 maintain the coverage required by section 3 or 4 of this act.

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

9 (a) Liabilities assumed by the program under an agreement;

10 (b) Liability of an owner or driver; or

11 (c) Damage or loss to a vehicle.

12 Sec. 10. A program and an owner shall be exempt from vicarious  
13 liability in accordance with 49 U.S.C. 30106(a), as such section existed  
14 on January 1, 2023, and under any state or local law that imposes  
15 liability solely based on vehicle ownership.

16 Sec. 11. (1) Each agreement made in Nebraska shall disclose to each  
17 owner and driver:

18 (a) Any right of the program to seek indemnification from an owner  
19 or a driver for economic loss sustained by the program resulting from a  
20 breach of the terms and conditions of the agreement by such owner or  
21 driver;

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

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

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

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

31 (f) That an owner's motor vehicle liability insurance may not

1 provide coverage for the vehicle.

2 (2) Each agreement made in Nebraska shall disclose to each driver:

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

5 (b) Any conditions under which a driver shall maintain a personal  
6 motor vehicle liability insurance policy and any required coverage limits  
7 on a primary basis in order to use a vehicle through the program.

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

16 Sec. 13. (1) At the time an owner makes a vehicle available for use  
17 by a program and immediately prior to each time the owner offers such  
18 vehicle for use by such program, the program shall:

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

21 (b) Notify the owner of the requirements under subsection (2) of  
22 this section.

23 (2) An owner shall:

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

27 (b) Upon receipt of actual notice of a safety recall on a vehicle  
28 when such vehicle is offered for use through a program, remove the  
29 vehicle from availability as soon as practicably possible and until the  
30 safety recall repair has been made; and

31 (c) Upon receipt of actual notice of a safety recall on a vehicle,

1 and when the vehicle is in the possession of a driver, notify the program  
2 of the safety recall so that the program may notify the driver and the  
3 vehicle can be removed from use until the owner makes the necessary  
4 safety recall repair.

5 Sec. 14. (1) A program shall not enter into an agreement with any  
6 driver unless such driver:

7 (a) Holds an operator's license issued in Nebraska authorizing the  
8 driver to operate vehicles of the class of vehicle used by the program;  
9 or

10 (b) Is a nonresident who:

11 (i) Holds a driver's license or an operator's license issued by the  
12 state or country of the driver's residence that authorizes the driver in  
13 that state or country to drive vehicles of the class of vehicle used by  
14 the program; and

15 (ii) Is at least the same age as that required of a resident to  
16 drive in Nebraska.

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

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

19 (b) The driver's license number and place of issuance of such  
20 license for each driver who operates a vehicle under an agreement.

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

24 Sec. 21. Section 44-4603, Revised Statutes Cumulative Supplement,  
25 2022, is amended to read:

26 44-4603 For purposes of the Pharmacy Benefit Manager Licensure and  
27 Regulation Act:

28 (1) Auditing entity means a pharmacy benefit manager or any person  
29 that represents a pharmacy benefit manager in conducting an audit for  
30 compliance with a contract between the pharmacy benefit manager and a  
31 pharmacy;



1 (2) Claims processing service means an administrative service  
2 performed in connection with the processing and adjudicating of a claim  
3 relating to a pharmacist service that includes:

4 (a) Receiving a payment for a pharmacist service; or

5 (b) Making a payment to a pharmacist or pharmacy for a pharmacist  
6 service;

7 (3) Covered person means a member, policyholder, subscriber,  
8 enrollee, beneficiary, dependent, or other individual participating in a  
9 health benefit plan;

10 (4) Director means the Director of Insurance;

11 (5) Health benefit plan means a policy, contract, certificate, plan,  
12 or agreement entered into, offered, or issued by a health carrier or  
13 self-funded employee benefit plan to the extent not preempted by federal  
14 law to provide, deliver, arrange for, pay for, or reimburse any of the  
15 costs of a physical, mental, or behavioral health care service;

16 (6) Health carrier has the same meaning as in section 44-1303;

17 (7) Other prescription drug or device service means a service other  
18 than a claims processing service, provided directly or indirectly,  
19 whether in connection with or separate from a claims processing service,  
20 including, but not limited to:

21 (a) Negotiating a rebate, discount, or other financial incentive or  
22 arrangement with a drug company;

23 (b) Disbursing or distributing a rebate;

24 (c) Managing or participating in an incentive program or arrangement  
25 for a pharmacist service;

26 (d) Negotiating or entering into a contractual arrangement with a  
27 pharmacist or pharmacy;

28 (e) Developing and maintaining a formulary;

29 (f) Designing a prescription benefit program; or

30 (g) Advertising or promoting a service;

31 (8) Pharmacist has the same meaning as in section 38-2832;

1 (9) Pharmacist service means a product, good, or service or any  
2 combination thereof provided as a part of the practice of pharmacy;

3 (10) Pharmacy has the same meaning as in section 71-425;

4 (11)(a) Pharmacy benefit manager means a person, business, or  
5 entity, including a wholly or partially owned or controlled subsidiary of  
6 a pharmacy benefit manager, that provides a claims processing service or  
7 other prescription drug or device service for a health benefit plan to a  
8 covered person who is a resident of this state; and

9 (b) Pharmacy benefit manager does not include:

10 (i) A health care facility licensed in this state;

11 (ii) A health care professional licensed in this state;

12 (iii) A consultant who only provides advice as to the selection or  
13 performance of a pharmacy benefit manager; or

14 (iv) A health carrier to the extent that it performs any claims  
15 processing service or other prescription drug or device service  
16 exclusively for its enrollees; and

17 (12) Plan sponsor has the same meaning as in section 44-2702.

18 Sec. 22. Section 44-4604, Revised Statutes Cumulative Supplement,  
19 2022, is amended to read:

20 44-4604 (1) The Pharmacy Benefit Manager Licensure and Regulation  
21 Act applies to any contract or health benefit plan issued, renewed,  
22 recredentialed, amended, or extended on or after January 1, 2023,  
23 including any ~~health carrier that performs~~ a claims processing service or  
24 other prescription drug or device service performed through a third  
25 party.

26 (2) As a condition of licensure, any contract in existence on the  
27 date a pharmacy benefit manager receives its license to do business in  
28 this state shall comply with the requirements of the act.

29 (3) Nothing in the act is intended or shall be construed to conflict  
30 with existing relevant federal law.

31 Sec. 25. Section 68-956, Reissue Revised Statutes of Nebraska, is

1 amended to read:

2 68-956 (1) The department shall (a) enter ÷ (1) Enter into a  
3 multistate purchasing pool, (b) ÷ (2) negotiate directly with  
4 manufacturers or labelers, ÷ or (c) (3) contract with a pharmacy benefit  
5 manager for negotiated discounts or rebates for all prescription drugs  
6 under the medical assistance program in order to achieve the lowest  
7 available price for such drugs under such program.

8 (2) Any contract under the Medicaid Prescription Drug Act with a  
9 pharmacy benefit manager or a managed care organization using a pharmacy  
10 benefit manager shall require any pharmacy benefit manager that is a  
11 party or otherwise subject to the contract to comply with the Pharmacy  
12 Benefit Manager Licensure and Regulation Act.

13 Sec. 36. The Revisor of Statutes shall assign section 28 of this  
14 act to Chapter 76, article 2.

15 Sec. 37. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and  
16 15 of this act become operative on January 1, 2025. Sections 16, 17, 18,  
17 20, 21, 22, 23, 24, 25, 29, 31, 32, 34, and 39 of this act become  
18 operative three calendar months after the adjournment of this legislative  
19 session. The other sections of this act become operative on their  
20 effective date.

21 Sec. 38. Sections 44-19,116 and 76-2,122, Reissue Revised Statutes  
22 of Nebraska, and sections 76-2,121, 81-885.01, 81-885.24, and 87-302,  
23 Revised Statutes Cumulative Supplement, 2022, are repealed.

24 Sec. 39. Sections 44-7,115, 44-1308, 44-5807, 48-2706, 68-956,  
25 76-856, 81-885.10, and 81-885.55, Reissue Revised Statutes of Nebraska,  
26 and sections 44-4603, 44-604, and 81-885.17, Revised Statutes Cumulative  
27 Supplement, 2022, are repealed.

28 2. On page 20, strike lines 1 through 4 and insert the following new  
29 subdivision:

30 "(b) Self-funded and in compliance with:

31 (i) Sections 44-7601 to 44-7618, except subdivisions (1) and (2) of

1 section 44-7606; and

2 (ii) The federal Employee Retirement Income Security Act of 1974, as  
3 such act existed on January 1, 2024."

4 3. On page 22, after line 22 insert the following new subsections:

5 "(3) If a right-to-list home sale agreement as defined in section  
6 81-885.01 is recorded in this state, it shall not provide actual or  
7 constructive notice of such agreement against an otherwise bona fide  
8 purchaser or creditor.

9 (4) Any assignment or transfer of the right to provide any service  
10 under a real estate service agreement recorded prior to the operative  
11 date of this section that would otherwise be in violation of this section  
12 is void and unenforceable without a written notice provided to and a  
13 written agreement by each party to such service agreement."

14 4. On page 28, strike lines 3 through 12 and insert the following  
15 new subdivisions:

16 "(16)(a) Right-to-list home sale agreement means an agreement:

17 (i) By the owner of residential real estate to provide another  
18 person with the exclusive right to list such residential real estate for  
19 sale at a future date in exchange for monetary consideration or an  
20 equivalent to monetary consideration; and

21 (ii)(A) That states that the agreement runs with the land or  
22 otherwise purports to bind future owners of such residential real estate;  
23 or

24 (B) That purports to be a lien, encumbrance, or other real property  
25 security interest; and

26 (b) Right-to-list home sale agreement does not include any lien,  
27 encumbrance, or other real property security interest expressly  
28 authorized under the laws of this state, including any:

29 (i) Home warranty or similar product that covers the cost of  
30 maintenance of a major home system or appliance for a fixed period;

31 (ii) Insurance contract;

- 1        (iii) Option or right of refusal to purchase the residential real  
2 estate;
- 3        (iv) Contract for deed or purchase;
- 4        (v) Declaration created in the formation of a common-interest  
5 community or an amendment to such declaration;
- 6        (vi) Maintenance or repair agreement entered by a homeowners'  
7 association in a common-interest community;
- 8        (vii) Mortgage or trust deed loan or a commitment to make or receive  
9 a mortgage or trust deed loan;
- 10       (viii) Security agreement under the Uniform Commercial Code relating  
11 to the sale or rental of any personal property or fixture;
- 12       (ix) Water, sewer, electrical, telephone, cable, or other regulated  
13 utility service provider; or
- 14       (x) Right granted by the Nebraska Construction Lien Act;".

15       5. Renumber the remaining sections and correct internal references  
16 accordingly.