

AMENDMENTS TO LB1073

Introduced by Slama, 1.

1           1. Insert the following new sections:

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

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

6           (1) Agreement means the terms and conditions applicable to an owner  
7 and a driver that govern the use of a vehicle shared through a peer-to-  
8 peer vehicle sharing program. Agreement does not mean a rental agreement  
9 as defined in section 44-4067;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27       (a) Makes a material, intentional, or fraudulent misrepresentation,  
28 or a material, intentional, or fraudulent omission, to a program relating  
29 to the vehicle or the agreement prior to the sharing period in which the  
30 assumption of such liability would otherwise be required; or

31       (b) Acts in concert with a driver to trigger the assumption of such

1 liability that would otherwise be required.

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

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

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

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

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

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

18 (a) The owner;

19 (b) The driver;

20 (c) The program; or

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

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

30 (4) The insurer, insurers, or program providing coverage under  
31 section 3 or 4 of this act shall assume primary financial liability for a

1 claim when:

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

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

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

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

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

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

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

27 Sec. 5. At the time an owner makes a vehicle available for use  
28 through a program and immediately prior to each time such owner offers  
29 such vehicle for use through such program, the program shall notify the  
30 owner that if the vehicle has a lien against it, the use of the vehicle  
31 through the program, including such use without physical damage insurance

1 coverage, may violate the terms of the contract with the lienholder.

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

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

7 (b) Personal injury protection coverage;

8 (c) Uninsured and underinsured motorist coverage;

9 (d) Medical payments coverage;

10 (e) Comprehensive physical damage coverage; and

11 (f) Collision physical damage coverage.

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

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

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

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

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

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

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

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

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

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

9           (c) Damage or loss to a vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19       (b) Notify the owner of the requirements under subsection (2) of  
20 this section.

21       (2) An owner shall:

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

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

29       (c) Upon receipt of actual notice of a safety recall on a vehicle,  
30 and when the vehicle is in the possession of a driver, notify the program  
31 of the safety recall so that the program may notify the driver and the

1 vehicle can be removed from use until the owner makes the necessary  
2 safety recall repair.

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

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

8 (b) Is a nonresident who:

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

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

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

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

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

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

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