

## SENATE COMMITTEE SUBSTITUTE

FOR

SENATE BILL NO. 181

AN ACT

To amend chapter 379, RSMo, by adding thereto twenty-one new sections relating to certain uses of motor vehicles, with an effective date.

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*Be it enacted by the General Assembly of the State of Missouri, as follows:*

Section A. Chapter 379, RSMo, is amended by adding thereto twenty-one new sections, to be known as sections 379.1900, 379.1905, 379.1910, 379.1915, 379.1920, 379.1925, 379.1930, 379.1935, 379.1940, 379.1945, 379.1950, 379.1955, 379.1960, 379.1965, 379.1970, 379.2000, 379.2005, 379.2010, 379.2015, 379.2020, and 379.2025, to read as follows:

379.1900. Sections 379.1900 to 379.1970 shall be known and may be cited as the "Peer-to-Peer Car Sharing Program Insurance Act".

379.1905. Nothing in sections 379.1900 to 379.1970 shall be construed to extend beyond insurance or have any implications for sections other than sections 379.1900 to 379.1970 including, but not limited to, sections related to motor vehicle regulation, airport regulation, or taxation. The provisions of sections 379.1900 to 379.1970 shall not be construed to affect any other provision of law, and nothing in sections 379.1900 to 379.1970 shall be construed to distinguish or equate peer-to-peer car sharing programs and car rental companies except as otherwise provided in sections 379.1900 to 379.1970.

379.1910. For purposes of sections 379.1900 to 379.1970, except where otherwise provided, the following terms mean:

(1) "Car sharing delivery period", the period of time during which a shared vehicle is being delivered to the location of the car sharing start time, if applicable, as documented by the governing car sharing program agreement;

(2) "Car sharing period", the period of time that commences with the car sharing delivery period or, if there is no car sharing delivery period, that commences with the car sharing start time and in either case ends at the car sharing termination time;

(3) "Car sharing program agreement", the terms and conditions applicable to a shared vehicle owner and a shared vehicle driver that govern the use of a shared vehicle through a peer-to-peer car sharing program. The term "car sharing program agreement" shall not include a master rental agreement or a rental agreement, as such terms are defined in section 407.730;

(4) "Car sharing start time", the time when the shared vehicle becomes subject to the control of the shared vehicle driver at or after the time the reservation of a shared vehicle is scheduled to begin as documented in the records of a peer-to-peer car sharing program;

(5) "Car sharing termination time", the earliest of the following events:

(a) The expiration of the agreed-upon period of time established for the use of a shared vehicle according to the terms of the car sharing program agreement if the shared vehicle is delivered to the location agreed upon in the car sharing program agreement;

(b) When the shared vehicle is returned to a location as alternatively agreed upon by the shared vehicle owner and the shared vehicle driver as communicated through a peer-to-peer car sharing program, which alternatively agreed-upon

location shall be incorporated into the car sharing program agreement; or

(c) When the shared vehicle owner or the shared vehicle owner's authorized designee takes possession and control of the shared vehicle;

(6) "Peer-to-peer car sharing", the authorized use of a vehicle by an individual other than the vehicle's owner through a peer-to-peer car sharing program. The term "peer-to-peer car sharing" does not include a rental car or rental activity as described in section 407.732;

(7) "Peer-to-peer car sharing program", a business platform that connects vehicle owners with drivers to enable the sharing of vehicles for financial consideration. The term "peer-to-peer car sharing program" does not include a car rental company as defined in section 407.730;

(8) "Shared vehicle", a vehicle that is available for sharing through a peer-to-peer car sharing program. The term "shared vehicle" does not include a rental car as described in section 407.732;

(9) "Shared vehicle driver", an individual who has been authorized to drive the shared vehicle by the shared vehicle owner under a car sharing program agreement. The term "shared vehicle driver" shall not include an authorized driver, as defined in section 407.730;

(10) "Shared vehicle owner", the registered owner, or a person or entity designated by the registered owner, of a vehicle made available for sharing to shared vehicle drivers through a peer-to-peer car sharing program.

379.1915. 1. Except as provided in subsection 2 of this section, a peer-to-peer car sharing program shall assume liability of a shared vehicle owner for bodily injury or property damage to third parties or uninsured and underinsured motorist or, to the extent personal injury

protection coverage is required by law, personal injury protection losses during the car sharing period in an amount stated in the peer-to-peer car sharing program agreement, which amount shall not be less than the amount required under chapter 303.

2. Notwithstanding the definition of "car sharing termination time" in section 379.1910, the assumption of liability under subsection 1 of this section shall not apply to any shared vehicle owner when:

(1) A shared vehicle owner makes an intentional or fraudulent material misrepresentation or omission to the peer-to-peer car sharing program before the car sharing period in which the loss occurred; or

(2) Acting in concert with a shared vehicle driver who fails to return the shared vehicle in accordance with the terms of the car sharing program agreement.

3. Notwithstanding the definition of "car sharing termination time" in section 379.1910, the assumption of liability under subsection 1 of this section shall apply to bodily injury, property damage, uninsured and underinsured motorist, or, to the extent personal injury protection coverage is required by law, personal injury protection losses by damaged third parties as required by chapter 303.

4. A peer-to-peer car sharing program shall ensure that, during each car sharing period, the shared vehicle owner and the shared vehicle driver are insured under a motor vehicle liability insurance policy that provides insurance coverage in amounts no less than the minimum amounts set forth in chapter 303, and that:

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

(2) Does not exclude use of a shared vehicle by a shared vehicle driver.

5. The insurance described under subsection 4 of this section may be satisfied by motor vehicle liability insurance maintained by:

- (1) A shared vehicle owner;
- (2) A shared vehicle driver;
- (3) A peer-to-peer car sharing program; or
- (4) A shared vehicle owner, a shared vehicle driver, and a peer-to-peer car sharing program.

6. The insurance described in subsection 5 of this section that is satisfying the insurance requirement of subsection 4 of this section shall be primary during each car sharing period. If a claim occurs in another state with minimum financial responsibility limits higher than the minimum financial responsibility requirements in chapter 303 during the car sharing period, the coverage maintained under subsection 5 of this section shall satisfy the difference in minimum coverage amounts up to the applicable policy limits.

7. The insurer, insurers, or peer-to-peer car sharing program providing coverage under subsection 4 or 5 of this section shall assume primary liability for a claim when:

(1) A dispute exists as to who was in control of the shared vehicle at the time of the loss and the peer-to-peer car sharing program does not have available, did not retain, or fails to provide the information required by section 379.1930; or

(2) A dispute exists as to whether the shared vehicle was returned to the alternatively agreed-upon location as required under paragraph (b) of subdivision (5) of section 379.1910.

8. If insurance maintained by a shared vehicle owner or shared vehicle driver in accordance with subsection 5 of

this section has lapsed or does not provide the required coverage, insurance maintained by a peer-to-peer car sharing program shall provide the coverage required by subsection 4 of this section beginning with the first dollar of a claim and have the duty to defend such claim except under circumstances as set forth in subsection 2 of this section.

9. Coverage under an automobile insurance policy maintained by the peer-to-peer car sharing program shall not be dependent on another automobile insurer first denying a claim nor shall another automobile insurance policy be required to first deny a claim.

10. Nothing in this section:

(1) Limits the liability of the peer-to-peer car sharing program for any act or omission of the peer-to-peer car sharing program itself that results in injury to any person as a result of the use of a shared vehicle through a peer-to-peer car sharing program; or

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

379.1920. At the time when a vehicle owner registers as a shared vehicle owner on a peer-to-peer car sharing program and prior to the time when the shared vehicle owner makes a shared vehicle available for car sharing on the peer-to-peer car sharing program, the peer-to-peer car sharing program shall notify the shared vehicle owner that, if the shared vehicle has a lien against it, the use of the shared vehicle through a peer-to-peer car sharing program, including use without physical damage coverage, may violate the terms of the contract with the lienholder.

379.1925. 1. An authorized insurer that writes motor vehicle liability insurance in this state may exclude any and all coverage and the duty to defend or indemnify for any claim afforded under a shared vehicle owner's motor vehicle liability insurance policy including, but not limited to:

(1) Liability coverage for bodily injury and property damage;

(2) Personal injury protection coverage;

(3) Uninsured and underinsured motorist coverage;

(4) Medical payments coverage;

(5) Comprehensive physical damage coverage; and

(6) Collision physical damage coverage.

2. Nothing in sections 379.1900 to 379.1970 invalidates or limits an exclusion contained in a motor vehicle liability insurance policy, including any insurance policy in use or approved for use that excludes coverage for motor vehicles made available for rent, sharing, or hire or for any business use.

3. Nothing in sections 379.1900 to 379.1970 invalidates, limits, or restricts an insurer's ability under existing law to underwrite any insurance policy. Nothing in sections 379.1900 to 379.1970 invalidates, limits, or restricts an insurer's ability under existing law to cancel and nonrenew policies.

379.1930. A peer-to-peer car sharing program shall collect and verify records pertaining to the use of a vehicle including, but not limited to, times used, car sharing period pick-up and drop-off locations, fees paid by the shared vehicle driver, and revenues received by the shared vehicle owner. The peer-to-peer car sharing program shall provide such information upon request to the shared vehicle owner, the shared vehicle owner's insurer, or the shared vehicle driver's insurer to facilitate a claim

coverage investigation, settlement, negotiation, or litigation. The peer-to-peer car sharing program shall retain the records for a time period not less than the applicable personal injury statute of limitations.

379.1935. A peer-to-peer car sharing program and a shared vehicle owner shall be exempt from vicarious liability in accordance with 49 U.S.C. Section 30106 and under any state or local law that imposes liability solely based on vehicle ownership.

379.1940. A motor vehicle insurer that defends or indemnifies a claim against a shared vehicle that is excluded under the terms of its policy shall have the right to seek recovery against the motor vehicle insurer of the peer-to-peer car sharing program if the claim is:

(1) Made against the shared vehicle owner or the shared vehicle driver for loss or injury that occurs during the car sharing period; and

(2) Excluded under the terms of its policy.

379.1945. 1. Notwithstanding any other law, statute, rule, or regulation to the contrary, a peer-to-peer car sharing program shall have an insurable interest in a shared vehicle during the car sharing period.

2. Nothing in this section creates liability on a peer-to-peer car sharing program to maintain the coverage mandated by section 379.1915.

3. A peer-to-peer car sharing program may own and maintain as the named insured one or more policies of motor vehicle liability insurance that provides coverage for:

(1) Liabilities assumed by the peer-to-peer car sharing program under a peer-to-peer car sharing program agreement;

(2) Any liability of the shared vehicle owner;

(3) Damage or loss to the shared vehicle; or



(4) Any liability of the shared vehicle driver.

379.1950. Each car sharing program agreement made in this state shall disclose to the shared vehicle owner and the shared vehicle driver:

(1) Any right of the peer-to-peer car sharing program to seek indemnification from the shared vehicle owner or the shared vehicle driver for economic loss sustained by the peer-to-peer car sharing program, resulting from a breach of the terms and conditions of the car sharing program agreement;

(2) That a motor vehicle liability insurance policy issued to the shared vehicle owner for the shared vehicle or to the shared vehicle driver does not provide a defense or indemnification for any claim asserted by the peer-to-peer car sharing program;

(3) That the peer-to-peer car sharing program's insurance coverage on the shared vehicle owner and the shared vehicle driver is in effect only during each car sharing period and that, for any use of the shared vehicle by the shared vehicle driver after the car sharing termination time, the shared vehicle driver and the shared vehicle owner may not have insurance coverage;

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

(5) That the shared vehicle owner's motor vehicle liability insurance may not provide coverage for a shared vehicle;

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

(7) Whether there are conditions under which a shared vehicle driver is required to maintain a personal automobile

insurance policy with certain applicable coverage limits on a primary basis in order to book a shared motor vehicle.

379.1955. 1. A peer-to-peer car sharing program shall not enter into a peer-to-peer car sharing program agreement with a driver unless the driver who will operate the shared vehicle:

(1) Holds a driver's license issued by this state that authorizes the driver to operate vehicles of the class of the shared vehicle;

(2) Is a nonresident who:

(a) Has a driver's license issued by the state or country of the driver's residence that authorizes the driver in that state or country to drive vehicles of the class of the shared vehicle; and

(b) Is at least the same age as the age required of a resident to drive in this state; or

(3) Otherwise is specifically authorized by this state to drive vehicles of the class of the shared vehicle.

2. A peer-to-peer car sharing program shall keep a record of:

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

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

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

379.1960. A peer-to-peer car sharing program shall have sole responsibility for any equipment, such as a GPS system or other special equipment that is put in or on the vehicle to monitor or facilitate the car sharing transaction, and shall agree to indemnify and hold harmless the shared vehicle owner for any damage to or theft of such equipment during the car sharing period not caused by the shared vehicle owner. The peer-to-peer car sharing program

has the right to seek indemnity from the shared vehicle driver for any loss or damage to such equipment that occurs during the car sharing period.

379.1965. 1. At the time when a vehicle owner registers as a shared vehicle owner on a peer-to-peer car sharing program and prior to the time when the shared vehicle owner makes a shared vehicle available for car sharing on the peer-to-peer car sharing program, the peer-to-peer car sharing program shall:

(1) Verify that the shared vehicle does not have any safety recalls on the vehicle for which the repairs have not been made; and

(2) Notify the shared vehicle owner of the requirements under subsection 2 of this section.

2. (1) If the shared vehicle owner has received an actual notice of a safety recall on the vehicle, a shared vehicle owner shall not make a vehicle available as a shared vehicle on a peer-to-peer car sharing program until the safety recall repair has been made.

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

(3) If a shared vehicle owner receives an actual notice of a safety recall while the shared vehicle is being used in the possession of a shared vehicle driver, as soon as practicable after receiving the notice of the safety recall, the shared vehicle owner shall notify the peer-to-

peer car sharing program about the safety recall so that the shared vehicle owner may address the safety recall repair.

379.1970. The department of commerce and insurance may promulgate all necessary rules and regulations for the administration of sections 379.1900 to 379.1970. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after the effective date of this section shall be invalid and void.

379.2000. Sections 379.2000 to 379.2025 shall be known and may be cited as the "Delivery Network Company Insurance Act".

379.2005. For purposes of sections 379.2000 to 379.2025, the following terms mean:

(1) "Delivery availability period", the period when a delivery network company driver:

(a) Has logged on to a digital network and is eligible to receive requests to provide delivery services from a delivery network company;

(b) Is operating a personal vehicle; and

(c) Is not providing delivery services or operating in the delivery service period;

(2) "Delivery network company", an entity that:

(a) Is a corporation, partnership, sole proprietorship, or other entity;

(b) Operates in this state; and

(c) Uses a digital network to connect a delivery network company customer to a delivery network company driver to provide delivery services;

(3) "Delivery network company customer", a person who:

(a) Orders the delivery of goods; and

(b) Directs the delivery network company driver as to the delivery location for the goods;

(4) "Delivery network company driver", an individual who provides delivery services through a delivery network company's digital network using a personal vehicle;

(5) "Delivery service period", the period that:

(a) Begins when a delivery network company driver starts operating a personal vehicle en route to pick up goods for a delivery or series of deliveries as documented through a digital network controlled by a delivery network company;

(b) Continues while the delivery network company driver transports the requested delivery or deliveries; and

(c) Ends upon delivery of the requested goods to:

a. The location designated by the delivery network company customer or the location designated by the last delivery network company customer in a series of deliveries;  
or

b. A location designated by the delivery network company, including for purposes of returning the goods;

(6) "Delivery services", the fulfillment of delivery requests made by a delivery network company customer through a digital network, including the pickup of any goods by the delivery network company driver and the delivery of the goods to the location designated by the delivery network company customer. The term "delivery services" may include a series of deliveries to the designated locations of different delivery network company customers;

(7) "Digital network", any online application, software, website, or system offered or utilized by a delivery network company that enables deliveries with delivery network company drivers;

(8) "Personal vehicle", a motor vehicle that is:

(a) Used by a delivery network company driver to provide delivery services through a digital network; and

(b) Owned, leased, or otherwise authorized for use by the delivery network company driver.

379.2010. 1. Sections 379.2000 to 379.2025 do not limit the scope of federal or state law regarding delivery or transport of goods.

2. A delivery made under sections 379.2000 to 379.2025 that is subject to any other law shall comply with the requirements of that law.

3. If a conflict between sections 379.2000 to 379.2025 and another law dealing with the delivery or transport of goods arises, the other law prevails.

4. A delivery network company driver shall be considered an independent contractor and not an employee of a delivery network company for all purposes. A digital network shall not be considered a product under the laws of this state.

379.2015. 1. A delivery network company shall ensure that, during the delivery availability period, if applicable, and during the delivery service period, primary motor vehicle liability insurance is in effect that:

(1) Recognizes that the operator of the motor vehicle is a delivery network company driver; or

(2) Does not exclude coverage for use of a personal vehicle to provide deliveries.

2. During the delivery service period and the delivery availability period, the delivery network company driver or

delivery network company, or any combination of the two, shall maintain motor vehicle liability insurance coverage that insures the delivery network company driver for liability to third parties of not less than:

(1) Fifty thousand dollars for damages arising out of bodily injury sustained by any one person in an accident;

(2) One hundred thousand dollars for damages arising out of bodily injury sustained by all persons injured in an accident; and

(3) Twenty-five thousand dollars for all damages arising out of damage to or destruction of property in an accident.

3. If the insurance coverage maintained by a delivery network company driver under subsections 1 and 2 of this section has lapsed or does not provide the required motor vehicle liability insurance coverage, the following requirements shall apply:

(1) The insurance coverage maintained by the delivery network company shall provide the motor vehicle liability insurance coverage required by subsections 1 and 2 of this section beginning with the first one dollar of a claim; and

(2) The insurance coverage maintained by the delivery network company shall provide that the motor vehicle liability insurer has the duty to defend the claim.

4. Coverage under a motor vehicle liability insurance policy maintained by the delivery network company is not dependent upon another motor vehicle liability insurer first denying a claim nor shall another motor vehicle liability insurance policy be required to first deny a claim.

5. Insurance coverage required by this section may be obtained from an insurance company licensed to transact business under the insurance laws of this state or by an eligible surplus lines insurer under chapter 384.

6. The coverage required under subsections 1 and 2 of this section shall be deemed to satisfy the motor vehicle financial responsibility requirements for a motor vehicle under chapter 303.

7. (1) A delivery network company driver shall carry proof of insurance required under subsections 1 and 2 of this section at all times while using a personal vehicle in connection with a digital network.

(2) In the event of an accident, a delivery network company driver shall, upon request:

(a) Provide insurance coverage information to the directly interested parties, insurers, and investigating law enforcement officers; and

(b) Disclose to the directly interested parties, insurers, and investigating law enforcement officers whether the delivery network company driver was operating during the delivery availability period or the delivery service period at the time of the accident.

(3) The insurance coverage information required in section 303.024 may be displayed or provided in either paper or electronic format.

8. (1) In a claims coverage investigation, a delivery network company or an insurer of the delivery network company shall:

(a) Cooperate with all insurers that are involved in the claims coverage investigation to facilitate the exchange of information; and

(b) Upon request by directly involved parties or an insurer of directly involved parties, immediately provide the times that a delivery network company driver began and ended the delivery availability period and the delivery service period on the delivery network company's digital network in:



a. The twelve-hour period immediately preceding the accident; and

b. The twelve-hour period immediately following the accident.

(2) An insurer potentially providing the coverage required in this section shall disclose upon request by any other insurer involved in the particular claim a clear description of the applicable coverage, exclusions, and limits provided under any motor vehicle liability insurance policies maintained in order to satisfy the requirements of this section.

9. An insurer of a delivery network company providing coverage under subsections 1 and 2 of this section shall assume primary liability for a claim when:

(1) A dispute exists as to when the delivery availability period or the delivery service period began or ended; and

(2) The delivery network company does not have available, did not retain, or fails to provide the information required in subsection 7 of this section.

10. A delivery network company shall not be deemed to control, direct, or manage a personal vehicle or delivery network company driver who connects to the delivery network company's digital network except if agreed to by written contract.

379.2020. A delivery network company shall not permit a delivery network company driver to engage in delivery services on the delivery network company's digital network until the delivery network company discloses in writing or electronically to the delivery network company driver:

(1) The insurance coverage, including the types of coverage and the limits for each coverage, that the delivery network company provides while the delivery network company

driver uses a personal vehicle in connection with a delivery network company's digital network; and

(2) That the delivery network company driver's own motor vehicle liability insurance policy may not provide any insurance coverage during the delivery availability period, if applicable, or the delivery service period.

379.2025. 1. An insurer that is licensed to write motor vehicle liability insurance in this state may exclude coverage and deny the duty to defend or indemnify for a claim of injury or loss that occurs during the delivery availability period and the delivery service period.

2. The right to exclude all coverage under subsection 1 of this section may apply to any coverage included in the motor vehicle liability insurance policy including, but not limited to:

(1) Liability coverage for bodily injury and property damage;

(2) Uninsured and underinsured motorist coverage;

(3) Medical payments coverage;

(4) Comprehensive physical damage coverage; and

(5) Collision physical damage coverage.

3. Sections 379.2000 to 379.2025 do not:

(1) Invalidate or limit an exclusion contained in a motor vehicle liability insurance policy, including any insurance policy in use or approved for use that excludes coverage for motor vehicles used for delivery or for any business use; or

(2) Invalidate, limit, or restrict an insurer's ability under existing law to:

(a) Underwrite any insurance policy; or

(b) Cancel and nonrenew an insurance policy.

4. A motor vehicle liability insurer that defends or indemnifies a claim against a delivery network company

driver that is excluded under the terms of its insurance policy may seek recovery against the insurer providing insurance coverage under subsections 1 and 2 of section 379.2015 if the claim:

(1) Occurs during the delivery availability period or the delivery service period; and

(2) Is excluded under the terms of its insurance policy.

Section B. The enactment of sections 379.1900 to 379.1970 and sections 379.2000 to 379.2025 of this act shall become effective on October 1, 2026.

Section C. If any provision of section A of this act or the application thereof to anyone or to any circumstance is held invalid, the remainder of those sections and the application of such provisions to others or other circumstances shall not be affected thereby.