

1 State of Arkansas
2 94th General Assembly
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4

As Engrossed: S4/3/23

A Bill

SENATE BILL 388

5 By: Senators Hill, Irvin
6 By: Representatives Maddox, Perry
7

For An Act To Be Entitled

9 AN ACT TO AMEND THE LAW CONCERNING MOTOR CARRIERS; TO
10 REGULATE GROUND TRANSPORTATION AT MUNICIPAL AIRPORTS
11 AND REGIONAL AIRPORTS; TO REGULATE PEER-TO-PEER CAR-
12 SHARING PROGRAMS; TO ESTABLISH THE PEER-TO-PEER CAR-
13 SHARING PROGRAM ACT; AND FOR OTHER PURPOSES.
14

Subtitle

15
16 TO REGULATE GROUND TRANSPORTATION AT
17 MUNICIPAL AIRPORTS AND REGIONAL AIRPORTS;
18 TO REGULATE PEER-TO-PEER CAR-SHARING
19 PROGRAMS; AND TO ESTABLISH THE PEER-TO-
20 PEER CAR-SHARING PROGRAM ACT.
21
22
23

24 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
25

26 SECTION 1. Arkansas Code Title 23, Chapter 13, Subchapter 8 is amended
27 to read as follows:
28

29 Subchapter 8 - ~~Peer-to-Peer Car-sharing Program Act~~ Regulation of Ground
30 Transportation at Municipal Airports and Regional Airports Act
31

32 23-13-801. Title.

33 This subchapter shall be known and may be cited as the "~~Peer-to-Peer~~
34 ~~Car-sharing Program Act~~" "Regulation of Ground Transportation at Municipal
35 Airports and Regional Airports Act".
36



1 23-13-802. Airport authority – Definition.

2 (a) As used in this subchapter, “peer-to-peer car-sharing program”
3 means a business platform that connects a motor vehicle owner with a motor
4 vehicle driver to enable the sharing of a motor vehicle for financial
5 consideration under the Peer-to-Peer Car-Sharing Program Act, § 27-25-101 et
6 seq.

7 (b) A municipal airport created under the Airport Commission Act, §
8 14-359-101 et seq., may impose regulations, tolls, and fees on a peer-to-peer
9 car-sharing program as authorized under § 14-359-109.

10 (c) A regional airport authority under the Regional Airport Act, § 14-
11 362-101 et seq., may impose regulations, tolls, and fees on a peer-to-peer
12 car-sharing program as authorized under § 14-362-109.

13
14 SECTION 2. Arkansas Code Title 23, Chapter 89, Subchapter 2, is
15 amended to add an additional section to read as follows:

16 23-89-217. Insurance coverage for peer-to-peer car-sharing programs –
17 Scope – Definitions.

18 (a) As used in this section:

19 (1) “Car-sharing delivery period” means the period of time
20 during which a shared vehicle is being delivered to the location designated
21 in a peer-to-peer car-sharing program agreement of the car-sharing start
22 time, if applicable, as documented by a peer-to-peer car-sharing program
23 agreement;

24 (2) “Car-sharing period” means a period of time:

25 (A) That commences with the car-sharing delivery period
26 and ends at the car-sharing termination time; or

27 (B) If there is no car-sharing delivery period, that
28 commences with the car-sharing start time and ends at the car-sharing
29 termination time;

30 (3) “Car-sharing start time” means the time when a shared
31 vehicle becomes subject to the control of the shared-vehicle driver at or
32 after the time the reservation of a shared vehicle is scheduled to begin as
33 documented in the records of a peer-to-peer car-sharing program;

34 (4) “Car-sharing termination time” means the earliest of the
35 following events:

36 (A) The expiration of the agreed-upon period of time

1 established for the use of a shared vehicle according to the terms of the
2 peer-to-peer car-sharing program agreement if the shared vehicle is delivered
3 to the location agreed to in the peer-to-peer car-sharing program agreement;

4 (B) The return of the shared vehicle to an alternative
5 location agreed upon by the shared-vehicle owner and the shared-vehicle
6 driver communicated through a peer-to-peer car-sharing program agreement,
7 which alternatively-agreed-upon-location shall be incorporated into the peer-
8 to-peer car-sharing program agreement; or

9 (C) The taking of possession and control of the shared
10 vehicle by the shared-vehicle owner or an authorized designee of the shared-
11 vehicle owner;

12 (5)(A) "Peer-to-peer car sharing" means the authorized use of a
13 motor vehicle by an individual other than the owner of the motor vehicle
14 through a peer-to-peer car-sharing program.

15 (B) "Peer-to-peer car sharing" does not mean the:

16 (i) Services offered by a rental company that
17 provides a rental vehicle under a rental agreement under § 23-64-202;

18 (ii) Services provided under the Transportation
19 Network Company Services Act, § 23-13-701 et seq.; or

20 (iii) Renting of a motor vehicle to another under §
21 27-16-605;

22 (6)(A) "Peer-to-peer car-sharing program" means a business
23 platform that connects an owner of a motor vehicle with a driver to enable
24 the sharing of a motor vehicle for financial consideration.

25 (B) "Peer-to-peer car-sharing program" does not mean:

26 (i) A rental company as defined in § 23-64-202;

27 (ii) A person or entity renting a motor vehicle to
28 another person or entity under § 27-16-605;

29 (iii) A provider who is solely providing hardware or
30 software as a service to a person or entity that is not effectuating payment
31 of financial consideration for use of a shared vehicle; or

32 (iv) Service provided under the Transportation
33 Network Company Services Act, § 23-13-701 et seq.;

34 (7)(A) "Peer-to-peer car-sharing program agreement" means the
35 terms and conditions applicable to a shared-vehicle owner and a shared-
36 vehicle driver that govern the use of a shared vehicle through a peer-to-peer

1 car-sharing program.

2 (B) "Peer-to-peer car-sharing program agreement" does not
3 mean:

4 (i) A rental agreement as defined in § 23-64-202; or

5 (ii) Any agreement for the rental or use of a
6 vehicle with a person or entity engaged in the business of renting a motor
7 vehicle without a driver;

8 (8)(A) "Shared vehicle" means a motor vehicle that is available
9 for sharing through a peer-to-peer car-sharing program.

10 (B) "Shared vehicle" does not mean a:

11 (i) Vehicle or rental vehicle as defined in § 23-64-
12 202; or

13 (ii) Motor vehicle that is rented under § 27-16-605;

14 (9) "Shared-vehicle driver" means an individual who is
15 authorized to drive a shared vehicle by a shared-vehicle owner under a peer-
16 to-peer car-sharing program agreement; and

17 (10)(A) "Shared-vehicle owner" means the registered owner, or a
18 person or entity designated by the registered owner, of a motor vehicle made
19 available for sharing to a shared-vehicle driver through a peer-to-peer car-
20 sharing program.

21 (B) "Shared-vehicle owner" does not mean a:

22 (i) Rental company as defined in § 23-64-202;

23 (ii) Person or entity renting a motor vehicle to
24 another under § 27-16-605;

25 (iii) Provider who is solely providing hardware or
26 software as a service to a person or entity that is not effectuating payment
27 of financial consideration for use of a shared vehicle; or

28 (iv) Service provided under the Transportation
29 Network Company Services Act, § 23-13-701 et seq.

30 (b)(1) An insurer that is licensed to write motor vehicle liability
31 insurance in this state may exclude coverage and deny the duty to defend or
32 indemnify for a claim under a shared-vehicle owner's motor vehicle liability
33 insurance policy.

34 (2)(A) The right to exclude all coverage under subdivision
35 (b)(1) of this section may apply to any coverage included in a shared-vehicle
36 owner's motor vehicle liability insurance policy, including without

1 limitation:

2 (i) Liability coverage for bodily injury and
3 property damage;

4 (ii) Uninsured and underinsured motorist coverage;

5 (iii) Medical payments coverage;

6 (iv) Comprehensive physical damage coverage; and

7 (v) Collision physical damage coverage.

8 (B) The exclusions in subdivision (b)(2)(A) of this
9 section apply notwithstanding any requirement of the:

10 (i) Insurance laws of this state; or

11 (ii) Motor Vehicle Safety Responsibility Act, § 27-
12 19-101 et seq.

13 (c) This section and the Motor Vehicle Safety Responsibility Act, §
14 27-19-101 et seq., do not invalidate or limit an exclusion contained in an
15 motor vehicle liability insurance policy, including without limitation a
16 policy in use or approved for use in this state before the effective date of
17 this section, that excludes coverage for a motor vehicle that is rented or
18 that is engaged in commercial use.

19 (d) This section and the Peer-to-Peer Car-Sharing Program Act, § 27-
20 25-101 et seq., do not invalidate, limit, or restrict an insurer's ability
21 under existing law to:

22 (1) Underwrite any insurance policy; or

23 (2) Cancel or decline to renew any insurance policy.

24 (e)(1) Notwithstanding any other law to the contrary, a peer-to-peer
25 car-sharing program has an insurable interest in a shared vehicle during a
26 car-sharing period.

27 (2) A peer-to-peer car-sharing program may own and maintain as
28 the named insured one (1) or more policies of motor vehicle liability
29 insurance that provides coverage for any:

30 (A) Liability assumed by a peer-to-peer car-sharing
31 program under a peer-to-peer car-sharing program agreement;

32 (B) Liability of a shared-vehicle owner;

33 (C) Liability of a shared-vehicle driver; or

34 (D) Damage or loss to a shared vehicle.

35 (f) This section does not impose liability on a peer-to-peer car-
36 sharing program to maintain insurance coverage beyond the extent mandated by

1 § 27-25-103.

2 (g) This chapter is intended to govern the intersection of peer-to-
3 peer car services and the state-regulated business of insurance.

4 (h) This chapter shall not be construed to extend beyond insurance or
5 have any implications for other Arkansas laws, including without limitation
6 laws related to motor vehicle registration, airport regulation, or taxation.

7
8 SECTION 3. Arkansas Code Title 27 is amended to add an additional
9 chapter to read as follows:

10 CHAPTER 25

11 PEER-TO-PEER CAR-SHARING PROGRAM ACT

12
13 27-25-101. Title.

14 This chapter shall be known and may be cited as the "Peer-to-Peer Car-
15 Sharing Program Act".

16
17 27-25-102. Definitions.

18 (1) "Car-sharing delivery period" means the period of time
19 during which a shared vehicle is being delivered to the location designated
20 in a peer-to-peer car-sharing program agreement of the car-sharing start
21 time, if applicable, as documented by a peer-to-peer car-sharing program
22 agreement;

23 (2) "Car-sharing period" means a period of time:

24 (A) That commences with the car-sharing delivery period
25 and ends at the car-sharing termination time; or

26 (B) If there is no car-sharing delivery period, that
27 commences with the car-sharing start time and ends at the car-sharing
28 termination time;

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

33 (4) "Car-sharing termination time" means the earliest of the
34 following events:

35 (A) The expiration of the agreed-upon period of time
36 established for the use of a shared vehicle according to the terms of the

1 peer-to-peer car-sharing program agreement if the shared vehicle is delivered
2 to the location agreed to in the peer-to-peer car-sharing program agreement;

3 (B) The return of the shared vehicle to an alternative
4 location agreed upon by the shared-vehicle owner and the shared-vehicle
5 driver as communicated through a peer-to-peer car-sharing program agreement,
6 which alternatively-agreed-upon-location shall be incorporated into the peer-
7 to-peer car-sharing program agreement; or

8 (C) The taking of possession and control of the shared
9 vehicle by the shared-vehicle owner or an authorized designee of the shared-
10 vehicle owner;

11 (5)(A) "Peer-to-peer car sharing" means the authorized use of a
12 motor vehicle by an individual other than the owner of the motor vehicle
13 through a peer-to-peer car-sharing program.

14 (B) "Peer-to-peer car sharing" does not include the:

15 (i) Services offered by a rental company that
16 provides a rental vehicle under a rental agreement under § 23-64-202;

17 (ii) Services provided under the Transportation
18 Network Company Services Act, § 23-13-701 et seq.; or

19 (iii) Renting of a motor vehicle to another under §
20 27-16-605;

21 (6)(A) "Peer-to-peer car-sharing program" means a business
22 platform that connects an owner of a motor vehicle with a driver to enable
23 the sharing of a motor vehicle for financial consideration.

24 (B) "Peer-to-peer car-sharing program" does not include a:

25 (i) Rental company as defined in § 23-64-202;

26 (ii) Person or entity renting a motor vehicle to
27 another person or entity under § 27-16-605;

28 (iv) Provider who is solely providing hardware or
29 software as a service to a person or entity that is not effectuating payment
30 of financial consideration for use of a shared vehicle; or

31 (v) Service provided under the Transportation
32 Network Company Services Act, § 23-13-701 et seq.;

33 (7)(A) "Peer-to-peer car-sharing program agreement" means the
34 terms and conditions applicable to a shared-vehicle owner and a shared-
35 vehicle driver that govern the use of a shared vehicle through a peer-to-peer
36 car-sharing program.

1 (B) "Peer-to-peer car-sharing program agreement" does not
2 mean:

3 (i) A rental agreement as defined in § 23-64-202; or

4 (ii) Any agreement for the rental or use of a
5 vehicle with a person or entity engaged in the business of renting a motor
6 vehicle without a driver;

7 (8)(A) "Shared vehicle" means a motor vehicle that is available
8 for sharing through a peer-to-peer car-sharing program.

9 (B) "Shared vehicle" does not mean a:

10 (i) Vehicle or rental vehicle as defined in § 23-64-
11 202; or

12 (ii) Motor vehicle that is rented under § 27-16-605;

13 (9) "Shared-vehicle driver" means an individual who is
14 authorized to drive a shared vehicle by a shared-vehicle owner under a peer-
15 to-peer car-sharing program agreement; and

16 (10)(A) "Shared-vehicle owner" means the registered owner, or a
17 person or entity designated by the registered owner, of a motor vehicle made
18 available for sharing to a shared-vehicle driver through a peer-to-peer car-
19 sharing program.

20 (B) "Shared-vehicle owner" does not mean a:

21 (i) Rental car company as defined in § 23-64-202;

22 (ii) Person or entity engaged in the business of
23 renting a motor vehicle without a driver;

24 (iii) Provider who is solely providing hardware or
25 software as a service to a person or entity that is not effectuating payment
26 of financial consideration for use of a shared vehicle; or

27 (iv) Service provided under the Transportation
28 Network Company Services Act, § 23-13-701 et seq.

29
30 27-25-103. Insurance coverage during car-sharing period – Scope.

31 (a) Except as provided in subsection (b) of this section, a peer-to-
32 peer car-sharing program assumes liability for a shared-vehicle owner for
33 bodily injury or property damage to third parties, uninsured and underinsured
34 motorist, or personal injury protection losses during the car-sharing period
35 in an amount, as stated in the peer-to-peer car-sharing program agreement,
36 which shall not be less than the amount stated in § 27-22-104.

1 (b) Notwithstanding the car-sharing termination time, the assumption
2 of liability under subsection (a) of this section does not apply to a shared-
3 vehicle owner if the shared-vehicle owner:

4 (1) Makes an intentional or fraudulent material
5 misrepresentation or omission concerning coverage of the shared vehicle to
6 the peer-to-peer car-sharing program before the car-sharing period in which
7 the loss occurred; or

8 (2) Acts in concert with a shared-vehicle driver who fails to
9 return the shared vehicle under the terms of the peer-to-peer car-sharing
10 program agreement.

11 (c) Notwithstanding the car-sharing termination time, the assumption
12 of liability under subsection (a) of this section applies to bodily injury,
13 property damage, uninsured and underinsured motorist coverage, or personal
14 injury protection losses suffered by damaged third parties as required in §
15 27-22-104.

16 (d) The peer-to-peer car-sharing program shall ensure that during each
17 car-sharing period, a shared-vehicle owner and a shared-vehicle driver are
18 insured under a motor vehicle liability insurance policy that:

19 (1) Provides insurance coverage in amounts no less than the
20 minimum coverage required in § 27-22-104; and

21 (2) Either:

22 (A) Recognizes that the shared vehicle insured under the
23 motor vehicle liability insurance policy is made available and used through a
24 peer-to-peer car-sharing program; or

25 (B) Does not exclude the use of a shared vehicle by a
26 shared-vehicle driver.

27 (e) The insurance requirement described in subsection (d) of this
28 section may be satisfied by motor vehicle liability insurance maintained by:

29 (1) A shared-vehicle owner;

30 (2) A shared-vehicle driver;

31 (3) A peer-to-peer car-sharing program; or

32 (4) Any combination of the persons or entities described in
33 subdivisions (e)(1)-(3) of this section.

34 (f) Except as otherwise provided in this section:

35 (1) The insurance described in subsection (e) of this section
36 that is used to satisfy the insurance requirement of subsection (d) of this

1 section shall be the primary insurance policy during each car-sharing period;
2 and

3 (2) If a claim occurs in another state with minimum financial
4 responsibility limits higher than the minimum coverage required in § 27-22-
5 104 during the car-sharing period, the coverage maintained under subsection
6 (e) of this section shall satisfy the difference in minimum coverage amounts,
7 up to the applicable policy limits.

8 (g) An insurer or a peer-to-peer car-sharing program providing
9 coverage under subsections (d) and (e) of this section shall assume primary
10 liability for a claim if a dispute exists as to:

11 (1) Who was in control of the shared vehicle at the time of the
12 loss and a peer-to-peer car-sharing program does not have available, did not
13 retain, or fails to provide the information required by § 27-25-105; or

14 (2) Whether the shared vehicle was returned to the alternatively
15 agreed-upon location.

16 (h) If motor vehicle liability insurance maintained by a shared-
17 vehicle owner or a shared-vehicle driver according to subsection (e) of this
18 section has lapsed or does not provide the coverage required by subsection
19 (d) of this section, then:

20 (1) Insurance maintained by a peer-to-peer car-sharing program
21 shall provide the coverage required in subsection (d) of this section
22 beginning with the first one dollar (\$1.00) of a claim; and

23 (2) Except under circumstances described in subsection (b) of
24 this section, a peer-to-peer car-sharing program has the duty to defend a
25 claim.

26 (i) Coverage under a motor vehicle liability insurance policy
27 maintained by a peer-to-peer car-sharing program is not dependent on:

28 (1) Another insurer first denying a claim; or

29 (2) The requirement that a claim first be denied under a motor
30 vehicle liability insurance policy.

31 (j) This section does not limit the:

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

36 (2) Ability of a peer-to-peer car-sharing program to, by

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

5 (k) This chapter is intended to govern the intersection of peer-to-
6 peer car services and the state-regulated business of insurance.

7 (l) This chapter does not extend beyond insurance or have any
8 implications for other Arkansas laws including without limitation laws
9 related to motor vehicle registration, airport regulation, or taxation.

10
11 27-25-104. Notification of implications of lien.

12 At the time a motor vehicle owner registers as a shared-vehicle owner
13 in a peer-to-peer car-sharing program and before the time a shared-vehicle
14 owner makes a motor vehicle available as a shared vehicle for car sharing in
15 a peer-to-peer car-sharing program, a peer-to-peer car-sharing program shall
16 notify the shared-vehicle owner that if the motor vehicle is subject to a
17 lien, then the use of the motor vehicle as the shared vehicle through a peer-
18 to-peer car-sharing program, including use without physical damage coverage,
19 may violate the terms of the contract with the lienholder.

20
21 27-25-105. Record keeping – Use of shared vehicle in car-sharing
22 program.

23 (a) A peer-to-peer car-sharing program shall collect and verify
24 records pertaining to the use of a shared vehicle, including without
25 limitation:

26 (1) The car-sharing start time and car-sharing termination time;

27 (2) The car-sharing period pick-up and drop-off location;

28 (3) Fees paid by the shared-vehicle driver; and

29 (4) Revenues received by the shared-vehicle owner.

30 (b) Upon request by a shared-vehicle owner, the insurer of a shared-
31 vehicle owner, or the insurer of the shared-vehicle driver, the peer-to-peer
32 car-sharing program shall provide the information maintained under subsection
33 (a) of this section to facilitate a claim coverage investigation, settlement,
34 negotiation, or litigation.

35 (c) The peer-to-peer car-sharing program shall retain the records for
36 a time period not less than the applicable personal injury statute of

1 limitations.

2
3 27-25-106. Exemption – Vicarious liability.

4 A peer-to-peer car-sharing program and a shared-vehicle owner are
5 exempt from vicarious liability consistent with 49 U.S.C. § 30106, as it
6 existed on January 1, 2023, and under any state law or local ordinance that
7 imposes liability based solely on motor vehicle ownership.

8
9 27-25-107. Contribution against indemnification.

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

- 14 (1) Made against the shared-vehicle owner or the shared-vehicle
15 driver for loss or injury that occurs during the car-sharing period; and
16 (2) Excluded under the terms of its policy.

17
18 27-25-108. Consumer protection disclosures.

19 A peer-to-peer car-sharing program agreement made in this state shall
20 disclose to a shared-vehicle owner and a shared-vehicle driver:

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

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

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

35 (4) The daily rate, fees, and, if applicable, any insurance or
36 protection package costs that are charged to a shared-vehicle owner or a

1 shared-vehicle driver;

2 (5) That a shared-vehicle owner's motor vehicle liability
3 insurance policy may not provide coverage for a shared vehicle;

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

7 (7) Whether or not there are conditions under which a shared-
8 vehicle driver shall maintain a personal motor vehicle liability insurance
9 policy with certain applicable coverage limits on a primary basis in order to
10 reserve or book a shared vehicle.

11
12 27-25-109. Driver's license verification – Data retention.

13 (a) A peer-to-peer car-sharing program shall not enter into a peer-to-
14 peer car-sharing program agreement with a driver unless the driver who
15 operates a shared vehicle:

16 (1) Holds a driver's license issued under the laws of this state
17 that authorizes the driver to operate a motor vehicle of the class of the
18 shared vehicle;

19 (2) Is a nonresident who:

20 (A) Holds a driver's license issued by the state or
21 country of the driver's residence that authorizes the driver in that state or
22 country to drive a motor vehicle of the class of the shared vehicle; and

23 (B) Is at least the same age as that required of a
24 resident of this state to drive; or

25 (3) Otherwise is specifically authorized by the laws of this
26 state to drive a motor vehicle of the class of the shared vehicle.

27 (b) A peer-to-peer car-sharing program shall keep a record of the:

28 (1) Name and address of a shared-vehicle driver;

29 (2) Number of the driver's license of a shared-vehicle driver
30 and each other person, if any, who will operate the shared vehicle; and

31 (3) Place of issuance of the driver's license of the shared-
32 vehicle driver.

33
34 27-25-110. Responsibility for equipment.

35 (a)(1) A peer-to-peer car-sharing program has sole responsibility for
36 any equipment, including without limitation a global positioning device or

1 other special equipment, that is installed by the peer-to-peer car-sharing
2 program in or on the shared vehicle to monitor or facilitate a car-sharing
3 transaction.

4 (2) A peer-to-peer car-sharing program shall agree to indemnify
5 and hold harmless a shared-vehicle owner for any damage to or theft of any
6 equipment installed by the peer-to-peer car-sharing program in or on the
7 shared vehicle during the car-sharing period not caused by the shared-vehicle
8 owner.

9 (b) A peer-to-peer car-sharing program may seek indemnity from a
10 shared-vehicle driver for any loss or damage to the equipment installed by
11 the peer-to-peer car-sharing program in or on the shared vehicle that occurs
12 during the car-sharing period.

13
14 27-25-111. Motor vehicle safety recalls.

15 (a) At the time a motor vehicle owner registers as a shared-vehicle
16 owner in a peer-to-peer car-sharing program and before the time a shared-
17 vehicle owner makes a motor vehicle available as a shared vehicle for car
18 sharing through the peer-to-peer car-sharing program, the peer-to-peer car-
19 sharing program shall:

20 (1) Verify that the motor vehicle that is to be offered as a
21 shared vehicle does not have any safety recalls for which the repairs have
22 not been made; and

23 (2) Notify the shared-vehicle owner of the requirements under
24 subsection (b) of this section.

25 (b)(1) If a shared-vehicle owner has received an actual notice of a
26 safety recall on a motor vehicle, then a shared-vehicle owner shall not make
27 that motor vehicle available as a shared vehicle through a peer-to-peer car-
28 sharing program until the safety recall repair has been made.

29 (2)(A) If a shared-vehicle owner receives an actual notice of a
30 safety recall on a shared vehicle while the shared vehicle is available
31 through the peer-to-peer car-sharing program, then the shared-vehicle owner
32 shall remove the shared vehicle from the peer-to-peer car-sharing program as
33 soon as practicably possible after receiving the notice of the safety recall.

34 (B) Until the safety recall repair has been completed, a
35 shared-vehicle owner shall not make a motor vehicle available as a shared
36 vehicle through a peer-to-peer car-sharing program.

1 (3) If a shared-vehicle owner receives an actual notice of a
2 safety recall while the shared vehicle is being used and is in the possession
3 of the shared-vehicle driver, then, as soon as practicably possible after
4 receiving the notice of the safety recall, the shared-vehicle owner shall
5 notify the peer-to-peer car-sharing program about the safety recall so that
6 the shared-vehicle owner may address the safety recall repair.

7
8 27-25-112. Construction.

9 This chapter shall not be construed to extend beyond insurance or have
10 any implications for other Arkansas laws, including without limitation laws
11 related to motor vehicle registration, airport regulation, or taxation.

12
13 27-25-113. Rules.

14 The Insurance Commissioner may promulgate rules to implement this
15 chapter.

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17 */s/Hill*
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