

HOUSE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Michael J. Finn

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to peer-to-peer car sharing.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Michael J. Finn</i>	<i>6th Hampden</i>	<i>1/17/2025</i>

HOUSE No.

[Pin Slip]

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Fourth General Court
(2025-2026)**

An Act relative to peer-to-peer car sharing.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 The General Laws, as appearing in the 2020 Official Edition, are hereby amended by
2 inserting after chapter 90J the following chapter:-

3 CHAPTER 90K

4 PEER-TO-PEER CAR SHARING

5 Section 1. As used in this chapter, the following words shall, unless the context clearly
6 requires otherwise, have the following meanings:-

7 “Peer-to-Peer Car Sharing”, the authorized use of a vehicle by an individual other than
8 the vehicle’s owner through a peer-to-peer car sharing program. “Peer-to-Peer Car Sharing” does
9 not mean the use of a rental vehicle provided by a rental company under a rental agreement, as
10 those terms are defined in section 32E1/2 of chapter 90.

11 “Peer-to-Peer Car Sharing Program”, a business platform that connects vehicle owners
12 with drivers to enable the sharing of vehicles for financial consideration. “Peer-to-Peer Car
13 Sharing Program” does not mean rental company, as defined in section 32E1/2 of chapter 90.

14 “Car Sharing Program Agreement”, the terms and conditions applicable to a shared
15 vehicle owner and a shared vehicle driver that govern the use of a shared vehicle through a peer-
16 to-peer car sharing program. “Car Sharing Program Agreement” does not mean rental agreement,
17 as defined in section 32E1/2 of chapter 90.

18 “Shared Vehicle”, a vehicle that is available for sharing through a peer-to-peer car
19 sharing program. “Shared Vehicle” does not mean a rental vehicle provided by a rental company
20 under a rental agreement, as those terms are defined in section 32E1/2 of chapter 90.

21 “Shared Vehicle Driver”, an individual who has been authorized to drive the shared
22 vehicle by the shared vehicle owner under a car sharing program agreement. “Shared Vehicle
23 Driver” does not mean authorized driver, as defined in section 32E1/2 of chapter 90.

24 “Shared Vehicle Owner”, the registered owner, or a person or entity designated by the
25 registered owner, of a vehicle made available for sharing to shared vehicle drivers through a
26 peer-to-peer car sharing program. “Shared Vehicle Owner” does not mean rental company, as
27 defined in section 32E1/2 of chapter 90.

28 “Car Sharing Delivery Period”, means the period of time during which a shared vehicle is
29 being delivered to the location of the car sharing start time, if applicable, as documented by the
30 governing car sharing program agreement.

31 “Car Sharing Period”, the period of time that commences with the car sharing delivery
32 period or, if there is no car sharing delivery period, that commences with the car sharing start
33 time and in either case ends at the car sharing termination time.

34 “Car Sharing Start Time”, the time when the shared vehicle becomes subject to the
35 control of the shared vehicle driver at or after the time the reservation of a shared vehicle is
36 scheduled to begin as documented in the records of a peer-to-peer car sharing program.

37 “Car Sharing Termination Time”, the earliest of the following events:

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

41 (2) When the shared vehicle is returned to a location as alternatively agreed upon by the
42 shared vehicle owner and shared vehicle driver as communicated through a peer-to-peer car
43 sharing program, which alternatively agreed upon location shall be incorporated into the car
44 sharing program agreement; or

45 (3) When the shared vehicle owner, or the shared vehicle owner’s authorized designee,
46 takes possession and control of the shared vehicle.

47 Section 2. (a) A peer-to-peer car sharing program shall assume liability, except as
48 provided in subsection (b), of a shared vehicle owner for bodily injury and property damage to
49 third parties and uninsured motorist and personal injury protection losses during the car sharing
50 period in the amounts stated in the car sharing program agreement, which amounts may not be
51 less than those set forth in sections 34A to 34R, inclusive of chapter 90.

52 (b) Notwithstanding the definition of “car sharing termination time” as set forth in
53 Section 1 of this chapter, the assumption of liability under subsection (a) does not apply to any
54 shared vehicle owner when:

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

58 (2) the shared vehicle owner acts in concert with a shared vehicle driver who fails to
59 return the shared vehicle pursuant to the terms of the car sharing program agreement.

60 (c) Notwithstanding the definition of “car sharing termination time” as set forth in
61 Section 1 of this chapter, the assumption of liability under subsection (a) would apply to bodily
62 injury, property damage, uninsured motorist and personal injury protection losses by damaged
63 third parties required by sections 34A to 34N, inclusive of chapter 90.

64 (d) A peer-to-peer car sharing program shall ensure that, during each car sharing period,
65 the shared vehicle owner and the shared vehicle driver are insured under a motor vehicle liability
66 insurance policy that provides insurance coverage in amounts no less than the minimum amounts
67 set forth in sections 34A to 34N, inclusive of chapter 90, and:

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

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

71 (e) The insurance described under subsection (d) may be satisfied by motor vehicle
72 liability insurance maintained by:

- 73 (1) A shared vehicle owner;
- 74 (2) A shared vehicle driver;
- 75 (3) A peer-to-peer car sharing program; or
- 76 (4) Some combination of the shared vehicle owner, the shared vehicle driver, and the peer
77 to-peer car sharing program.

78 (f) The insurance described in subsection (e) that is satisfying the insurance requirement
79 of subsection (d) shall be primary during each car sharing period and in the event that a claim
80 occurs in another state with minimum financial responsibility limits higher than those set forth in
81 sections 34A to 34R, inclusive of chapter 90, during the car sharing period, the coverage
82 maintained under subsection (e) shall satisfy the difference in minimum coverage amounts, up to
83 the applicable policy limits.

84 (g) The insurer, insurers, or peer-to-peer car sharing program providing coverage under
85 subsection (d) or (e) shall assume primary liability for a claim when:

86 (1) a dispute exists as to who was in control of the shared motor vehicle at the time of the
87 loss and the peer-to-peer car sharing program does not have available, did not retain, or fails to
88 provide the information required by Section 5 of this chapter; or

89 (2) a dispute exists as to whether the shared vehicle was returned to the alternatively
90 agreed upon location as required under Section 1 of this chapter.

91 (h) If insurance maintained by a shared vehicle owner or shared vehicle driver in
92 accordance with subsection (e) has lapsed or does not provide the required coverage, insurance
93 maintained by a peer-to-peer car sharing program shall provide the coverage required by

94 subsection (d) beginning with the first dollar of a claim and have the duty to defend such claim
95 except under circumstances as set forth in subsection (b).

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

99 (j) Nothing in this chapter:

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

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

107 Section 3. At the time when a vehicle owner registers as a shared vehicle owner on a
108 peer-to-peer car sharing program and prior to the time when the shared vehicle owner makes a
109 shared vehicle available for car sharing on the peer-to-peer car sharing program, the peer-to-peer
110 car sharing program shall notify the shared vehicle owner that, if the shared vehicle has a lien
111 against it, the use of the shared vehicle through a peer-to-peer car sharing program, including use
112 without physical damage coverage, may violate the terms of the contract with the lienholder.

113 Section 4. (a) An authorized insurer that writes motor vehicle liability insurance in the
114 state may exclude any and all coverage and the duty to defend or indemnify for any claim

115 afforded under a shared vehicle owner's motor vehicle liability insurance policy for any loss or
116 injury that occurs during a car sharing period, including but not limited to:

117 (1) liability coverage for bodily injury and property damage;

118 (2) personal injury protection coverage as defined in section 34M of chapter 90;

119 (3) uninsured and underinsured motorist coverage;

120 (4) medical payments coverage;

121 (5) comprehensive physical damage coverage; and

122 (6) collision physical damage coverage.

123 (b) Nothing in this chapter invalidates or limits an exclusion contained in a motor vehicle
124 liability insurance policy, including any insurance policy in use or approved for use that excludes
125 coverage for motor vehicles made available for rent, sharing, or hire or for any business use.

126 (c) Nothing in this chapter invalidates, limits, or restricts an insurer's ability under
127 existing law to underwrite any insurance policy. Nothing in this chapter invalidates, limits, or
128 restricts an insurer's ability under existing law to cancel and non-renew policies.

129 Section 5. A peer-to-peer car sharing program shall collect and verify records pertaining
130 to the use of a vehicle, including but not limited to, times used, car sharing period pick up and
131 drop off locations, fees paid by the shared vehicle driver, and revenues received by the shared
132 vehicle owner and provide that information upon request to the shared vehicle owner, the shared
133 vehicle owner's insurer, or the shared vehicle driver's insurer to facilitate a claim coverage
134 investigation, settlement, negotiation, or litigation. The peer-to-peer car sharing program shall

135 retain the records for a time period not less than the applicable personal injury statute of
136 limitations.

137 Section 6. A peer-to-peer car sharing program and a shared vehicle owner shall be
138 exempt from vicarious liability, consistent with 49 U.S.C. § 30106, under any state or local law
139 that imposes liability solely based on vehicle ownership.

140 Section 7. A motor vehicle insurer that defends or indemnifies a claim against a shared
141 vehicle that is excluded under the terms of its policy shall have the right to seek recovery against
142 the motor vehicle insurer of the peer-to-peer car sharing program if the claim is: (1) made against
143 the shared vehicle owner or the shared vehicle driver for loss or injury that occurs during the car
144 sharing period; and (2) excluded under the terms of its policy.

145 Section 8. (a) Notwithstanding any other law, statute, rule, or regulation to the contrary, a
146 peer-to-peer car sharing program shall have an insurable interest in a shared vehicle during the
147 car sharing period.

148 (b) Nothing in this section creates liability on a peer-to-peer car sharing program to
149 maintain the coverage mandated by Section 2 of this chapter.

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

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

154 (2) any liability of the shared vehicle owner;

155 (3) damage or loss to the shared motor vehicle; or

156 (4) any liability of the shared vehicle driver.

157 Section 9. Each car sharing program agreement made in the state shall disclose to the
158 shared vehicle owner and the shared vehicle driver:

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

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

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

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

172 (e) That the shared vehicle owner's motor vehicle liability insurance may not provide
173 coverage for a shared vehicle.

174 (f) An emergency telephone number to personnel capable of fielding roadside assistance
175 and other customer service inquiries.

176 (g) If there are conditions under which a shared vehicle driver must maintain a personal
177 automobile insurance policy with certain applicable coverage limits on a primary basis in order
178 to book a shared motor vehicle.

179 Section 10. (a) A peer-to-peer car sharing program may not enter into a car sharing
180 program agreement with a driver unless the driver who will operate the shared vehicle:

181 (1) Holds a driver's license issued under section 8 of chapter 90 that authorizes the driver
182 to operate vehicles of the class of the shared vehicle;

183 (2) Is a nonresident who:

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

187 (ii) Is at least the same age as that required of a resident to drive; or

188 (3) Otherwise is specifically authorized by the Commonwealth of Massachusetts to drive
189 vehicles of the class of the shared vehicle.

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

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

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

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

195 Section 11. A peer-to-peer car sharing program shall have sole responsibility for any
196 equipment, such as a GPS system or other special equipment, that is put in or on the vehicle to
197 monitor or facilitate the car sharing transaction, and shall agree to indemnify and hold harmless
198 the vehicle owner for any damage to or theft of such equipment during the car sharing period not
199 caused by the vehicle owner. The peer-to-peer car sharing program has the right to seek
200 indemnity from the shared vehicle driver for any loss or damage to such equipment that occurs
201 during the car sharing period.

202 Section 12. (a) At the time when a vehicle owner registers as a shared vehicle owner on a
203 peer-to-peer car sharing program and prior to the time when the shared vehicle owner makes a
204 shared

205 vehicle available for car sharing on the peer-to-peer car sharing program, the peer-to-peer
206 car sharing program shall:

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

209 (2) Notify the shared vehicle owner of the requirements under subsection (b).

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

213 (2) If a shared vehicle owner receives an actual notice of a safety recall on a shared
214 vehicle while the shared vehicle is made available on the peer-to-peer car sharing program, the
215 shared vehicle owner shall remove the shared vehicle as available on the peer-to-peer car sharing

216 program, as soon as practicably possible after receiving the notice of the safety recall and until
217 the safety recall repair has been made.

218 (3) If a shared vehicle owner receives an actual notice of a safety recall while the shared
219 vehicle is being used in the possession of a shared vehicle driver, as soon as practicably possible
220 after receiving the notice of the safety recall, the shared vehicle owner shall notify the peer-to-
221 peer car sharing program about the safety recall so that the shared vehicle owner may address the
222 safety recall repair.

223 Section 13. The Insurance Commissioner shall have the authority to promulgate rules that
224 are not inconsistent with and necessary to administer and enforce the provisions of this Act.

225 Section 14. This Act shall take effect on July 31, 2026.