

SENATE COMMITTEE OF REFERENCE REPORT

Chair of Committee

Date

February 11, 2019

Committee on Business, Labor, & Technology.

After consideration on the merits, the Committee recommends the following:

SB19-090 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

1 Amend printed bill, page 3, line 22, strike "PROGRAM." and substitute
2 "PROGRAM BUT IS NOT USED EXCLUSIVELY FOR CAR SHARING."

3 Page 4, strike lines 13 through 21 and substitute:

4 "(11) "SHARING TERMINATION TIME" MEANS:

5 (a) THE TIME WHEN THE SHARED CAR IS RETURNED TO THE
6 LOCATION DESIGNATED BY THE SHARED CAR OWNER THROUGH A CAR
7 SHARING PROGRAM; AND

8 (b) THE EARLIEST OF THE FOLLOWING EVENTS:

9 (I) THE EXPIRATION OF THE AGREED PERIOD OF TIME ESTABLISHED
10 FOR THE USE OF A SHARED CAR IN THE GOVERNING CAR SHARING
11 AGREEMENT;

12 (II) THE INTENT TO TERMINATE THE USE OF THE SHARED CAR IS
13 VERIFIABLY COMMUNICATED BY THE SHARED CAR DRIVER TO THE SHARED
14 CAR OWNER THROUGH THE CAR SHARING PROGRAM; OR

15 (III) THE SHARED CAR OWNER, OR THE SHARED CAR OWNER'S
16 AUTHORIZED DESIGNEE, TAKES POSSESSION AND CONTROL OF THE SHARED
17 CAR."

18 Page 5, after line 14 insert:

19 "(4) IF THE INSURANCE THAT COMPLIES WITH SUBSECTION (1) OF
20 THIS SECTION IS PROVIDED BY THE SHARED CAR DRIVER OR SHARED CAR

1 OWNER, A CAR SHARING PROGRAM SHALL MAINTAIN INSURANCE THAT
2 PROVIDES COVERAGE MEETING THE REQUIREMENTS OF THIS SECTION AND
3 THAT COVERS A LAPSE IN OR LACK OF COVERAGE OF THE SHARED CAR
4 DRIVER'S OR SHARED CAR OWNER'S INSURANCE, BEGINNING WITH THE
5 FIRST DOLLAR OF A CLAIM AND INCLUDING A DUTY TO DEFEND THE CLAIM.

6 (5) COVERAGE UNDER AN AUTOMOBILE LIABILITY INSURANCE
7 POLICY MAINTAINED BY THE CAR SHARING PROGRAM DOES NOT DEPEND ON
8 A PERSONAL AUTOMOBILE LIABILITY INSURER FIRST DENYING OR BEING
9 REQUIRED TO DENY A CLAIM."

10 Page 5, line 15, strike "(4)" and substitute "(6)".

11 Page 6, strike lines 6 and 7 and substitute:

12 **"6-1-1205. Liability - exclusions for personal automobile**
13 **liability insurance policy - indemnification.** (1) (a) EXCEPT AS
14 PROVIDED IN SUBSECTION (1)(b) OF THIS SECTION, A CAR SHARING
15 PROGRAM SHALL ASSUME THE LIABILITY OF A SHARED CAR OWNER FOR
16 ANY BODILY INJURY OR PROPERTY DAMAGE TO THIRD PARTIES, OR
17 UNINSURED AND UNDERINSURED MOTORIST OR PERSONAL INJURY
18 PROTECTION LOSSES, CAUSED BY THE SHARED CAR DRIVER DURING THE
19 SHARING PERIOD UP TO AN AMOUNT STATED IN THE CAR SHARING
20 AGREEMENT, BUT NOT LESS THAN THE MINIMUM AMOUNT OF FINANCIAL
21 RESPONSIBILITY REQUIRED BY ARTICLE 7 OF TITLE 42.

22 (b) A CAR SHARING PROGRAM DOES NOT ASSUME LIABILITY UNDER
23 THIS SUBSECTION (1) FOR ANY BODILY INJURY OR PROPERTY DAMAGE
24 CAUSED BY THE SHARED CAR OWNER MAKING AN INTENTIONAL OR
25 FRAUDULENT MATERIAL MISREPRESENTATION TO THE CAR SHARING
26 PROGRAM BEFORE OR DURING THE SHARING PERIOD IN WHICH THE LOSS
27 OCCURRED.

28 (2) AN AUTHORIZED INSURER MAY EXCLUDE".

29 Renumber succeeding subsection accordingly.

30 Page 7, line 16, strike "CAR OWNER OR" and substitute "CAR OWNER;"

31 Page 7, line 17, strike "INSURER." and substitute "INSURER; OR AS
32 REQUIRED BY AN AIRPORT CONCESSION AGREEMENT."

33 Page 10, strike lines 7 through 27.

1 Page 11, strike lines 1 through 3 and substitute:

2 **"6-1-1213. Safety recalls.** (1) WHEN A SHARED CAR OWNER
3 REGISTERS A SHARED CAR WITH A CAR SHARING PROGRAM AND BEFORE
4 THE SHARED CAR IS AVAILABLE FOR CAR SHARING, THE CAR SHARING
5 PROGRAM SHALL:

6 (a) VERIFY THAT THE SHARED CAR DOES NOT HAVE ANY OPEN
7 SAFETY RECALLS FOR WHICH THE REPAIRS HAVE NOT BEEN MADE; AND

8 (b) NOTIFY THE SHARED CAR OWNER OF THE REQUIREMENTS
9 UNDER SUBSECTION (2) OF THIS SECTION.

10 (2) IF THE SHARED CAR OWNER HAS ACTUAL NOTICE OF A SAFETY
11 RECALL ON THE SHARED CAR, A SHARED CAR OWNER SHALL NOT MAKE THE
12 SHARED CAR AVAILABLE WITH A CAR SHARING PROGRAM UNTIL THE
13 SAFETY RECALL REPAIR HAS BEEN MADE.

14 (3) IF A SHARED CAR OWNER HAS ACTUAL NOTICE OF A SAFETY
15 RECALL ON A SHARED CAR WHILE AVAILABLE FOR SHARING WITH A CAR
16 SHARING PROGRAM, THE SHARED CAR OWNER SHALL REMOVE THE SHARED
17 CAR'S AVAILABILITY WITH THE CAR SHARING PROGRAM:

18 (a) AS SOON AS PRACTICABLE, BUT NO LATER THAN SEVENTY-TWO
19 HOURS, AFTER RECEIVING THE NOTICE OF THE SAFETY RECALL; AND

20 (b) UNTIL THE SAFETY RECALL REPAIR HAS BEEN MADE.

21 (4) IF A SHARED CAR OWNER HAS ACTUAL NOTICE OF A SAFETY
22 RECALL DURING THE SHARING PERIOD, THE SHARED CAR OWNER SHALL
23 NOTIFY BOTH THE SHARED CAR DRIVER AND THE CAR SHARING PROGRAM
24 ABOUT THE SAFETY RECALL.

25 **6-1-1214. Operation at airports.** (1) IF AN AIRPORT OPERATOR
26 WITHIN COLORADO REQUESTS THAT A CAR SHARING PROGRAM ENTER INTO
27 AN AIRPORT CONCESSION AGREEMENT, A CAR SHARING PLATFORM SHALL
28 ENTER INTO AN AGREEMENT BEFORE ENABLING CAR SHARING WITHIN
29 FIFTEEN MILES OF THE TERMINAL OF THAT AIRPORT.

30 (2) A SHARED CAR OWNER OFFERING THREE OR MORE SHARED
31 CARS TO SHARED CAR DRIVERS WITHIN FIFTEEN MILES OF THE TERMINAL
32 OF AN AIRPORT SHALL ENTER INTO AN AIRPORT CONCESSION AGREEMENT
33 UPON REQUEST BY THE AIRPORT.

34 (3) AN AIRPORT CONCESSION AGREEMENT MAY IMPOSE THE SAME
35 TAXES AND FEES AS ARE IMPOSED ON OTHER RENTAL CAR PROGRAMS
36 OPERATING AT THAT AIRPORT.

37 (4) IF A CAR SHARING PROGRAM OR SHARED CAR OWNER VIOLATES
38 THIS SECTION, THE AFFECTED AIRPORT MAY PETITION A COURT FOR THE
39 FOLLOWING AND THE COURT MAY AWARD THE FOLLOWING FROM THE
40 VIOLATOR:

- 1 (a) AN INJUNCTION PROHIBITING THE VIOLATOR FROM CAR
- 2 SHARING IN COLORADO;
- 3 (b) COMPENSATORY DAMAGES; AND
- 4 (c) PUNITIVE DAMAGES."

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