

RCW 46.74A.020 Assumption of liability. (Effective January 1, 2023.) (1) (a) A peer-to-peer car sharing program shall assume the liability, except as provided in (b) of this subsection, of a shared vehicle owner for bodily injury or property damage to third parties or uninsured and underinsured motorist or personal injury protection losses during the car sharing period in an amount stated in the peer-to-peer car sharing program agreement, which amount may not be less than those set forth in chapter 46.29 RCW.

(b) Notwithstanding the definition of car sharing termination time as provided in RCW 46.74A.010, the assumption of liability under (a) of this subsection does not apply to any shared vehicle owner when:

(i) 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

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

(c) Notwithstanding the definition of car sharing termination time as provided in RCW 46.74A.010, the assumption of liability under (a) of this subsection would apply to bodily injury, property damage, uninsured and underinsured motorist, or personal injury protection losses by damaged third parties required by chapter 46.29 RCW.

(d) A peer-to-peer car sharing program shall make certain 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 two times the minimum amounts provided in chapter 46.29 RCW, and:

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

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

(e) The insurance coverage described under (d) of this subsection may be satisfied by a motor vehicle liability insurance policy maintained by:

(i) A shared vehicle owner;

(ii) A shared vehicle driver;

(iii) A peer-to-peer car sharing program; or

(iv) Any combination of (e)(i) through (iii) of this subsection.

(f) The insurance policy or policies described in (e) of this subsection that are satisfying the insurance requirement of (d) of this subsection shall be primary during each car sharing period.

(g) The peer-to-peer car sharing program shall assume primary liability for a claim when it is in whole or in part providing the insurance required under (d) and (e) of this subsection and:

(i) A dispute exists as to who was in control of the shared motor vehicle at the time of the loss; and

(ii) The peer-to-peer car sharing program does not have available, did not retain, or fails to provide the information required by RCW 46.74A.030. The shared motor vehicle's insurer shall indemnify the peer-to-peer car sharing program to the extent of its obligation under, if any, the applicable insurance policy, if it is determined that the shared motor vehicle's owner was in control of the shared motor vehicle at the time of the loss.

(h) If the insurance policy maintained by a shared vehicle owner or shared vehicle driver in accordance with (e) of this subsection has

lapsed or does not provide the required insurance coverage, the insurance policy maintained by a peer-to-peer car sharing program shall provide the insurance coverage required by (d) of this subsection beginning with the first dollar of a claim and shall have the duty to defend such claim except under circumstances as provided in (b) of this subsection.

(i) Coverage under a motor vehicle liability insurance policy maintained by the peer-to-peer car sharing program is not dependent on another motor vehicle insurer first denying a claim nor shall another motor vehicle liability insurance policy be required to first deny a claim.

(j) Nothing in this chapter:

(i) 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

(ii) 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.

(2) 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.

(3) (a) An authorized insurer that writes motor vehicle liability insurance in the 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:

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

(ii) Personal injury protection coverage;

(iii) Uninsured and underinsured motorist coverage;

(iv) Medical payments coverage;

(v) Comprehensive physical damage coverage; and

(vi) Collision physical damage coverage.

(b) Nothing in this chapter 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.

(4) 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, fees paid by the shared vehicle driver, and revenues received by the shared vehicle owner and provide that 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. 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.

(5) A peer-to-peer car sharing program and a shared vehicle owner shall be exempt from vicarious liability consistent with 49 U.S.C.

Sec. 30106 and under any state or local law that imposes liability solely based on vehicle ownership.

(6) 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 contribution against the motor vehicle insurer of the peer-to-peer car sharing program if the claim is:

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

(b) Excluded under the terms of its policy.

(7) (a) 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.

(b) Nothing in this section obligates a peer-to-peer car sharing program to maintain a liability insurance policy for the liability assumed under subsection (1) of this section.

(c) 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:

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

(ii) Any liability of the shared vehicle owner; or

(iii) Damage or loss to the shared motor vehicle, or any liability of the shared vehicle driver. [2022 c 67 § 3.]