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To: Chairman Rob McColley and members of the Senate Transportation, Commerce and Workforce Committee

From: Brian O'Connell, Regional Director, State Government Relations

Date: June 11, 2019

Re: Senate Bill 161

General Motors and its mobility platform, Maven Drive LLC, appreciate the opportunity to offer input on Senate Bill 161. The effort to determine a unique framework so that peer-to-peer car-sharing is worthwhile and will be an important early-market enabler for Ohioans. In the spirit of creating a workable, transparent framework, General Motors and Maven (GM/Maven) is offering input to the requirements for peer-to-peer car sharing to clarify our remaining concerns.

Vicarious Liability

Ensuring that there is legal clarity around vicarious liability, such as several states have included in their enacted legislative language, will help generate certainty regarding peer-to-peer car-sharing. Two examples include:

Maryland (SB 743, 2018): *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. § 30106 AND UNDER ANY STATE OR LOCAL LAW THAT IMPOSES LIABILITY SOLELY BASED ON VEHICLE OWNERSHIP.*

Indiana (HB 1362, 2019): *A P2P vehicle sharing program and a shared vehicle owner are exempt from vicarious liability:*
(1) as if the P2P vehicle sharing program were a vehicle rental or leasing business, in accordance with 49 U.S.C. 30106; and
(2) under any state or local law that imposes liability based solely on vehicle ownership.

Noncommerical Motor Vehicle Definition

The definition of "Noncommercial motor vehicle" may create ambiguity in the intentions of the language since "*used exclusively for purposes other than engaging in business for profit*" could have multiple interpretations. GM/Maven believes a shared vehicle owner participation may be predicated on generating profit, whether an individual or small business, including such examples as a local electrician, or a local flower shop making their vehicles available on the platform when not in use. The ambiguity seems problematic and we do not believe it is Ohio's intent to limit the marketplace. GM/Maven believes the entire underlined phrase can be deleted.

Consumer Transaction

GM/Maven would like to ensure defining the peer-to-peer car-sharing service as a consumer transaction is properly defined to avoid any confusion and duplicative regulatory requirements with the marketplace facilitator statutes.

Consumer Protection with their Insurance Companies.

The intent of creating a unique framework for peer-to-peer car-sharing includes consumer protection. GM/Maven opposes the language in Section 4516.08, which would allow an insurer to limit or exclude coverage for a person involved in peer-to-peer car sharing. There should be clear consumer protections so that shared vehicle owners do not simply have their policy canceled, voided, non-renewed, etc. by insurance companies. In addition, owners will have limited incentive to report their participation in such sharing programs, due to concerns about an immediate cancelation of the policy. In language in multiple states—Indiana, Maryland, California, etc—ensure owners (a) notifying insurance companies and (b) have the ability to participate. We believe Ohio should not be an outlier and should be consistent with ensuring consumer protections.

Peer Companies Examining Owner Policies

GM/Maven has concerns with the language in Section 4516.10 (C)(1) stating peer-to-peer program are required to examine personal insurance policies to determine proof or exclusion of coverage. It is unclear what the requirement is seeking to accomplish. For example, is this being required only when insurance requirements are being satisfied by the shared vehicle owner's motor vehicle liability policy? Yet, if the peer program is providing coverage during the rental period, it would not be necessary to examine the policy. Again, the intent of the current language is not clear.