

1 State of Arkansas
2 94th General Assembly
3 Regular Session, 2023
4

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.
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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



23-13-802. Airport authority – Definition.

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

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

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

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

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

(a) As used in this section:

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

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

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

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

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

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

(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) If the return of the shared vehicle to an alternative
5 location is agreed upon by the shared-vehicle owner and the shared-vehicle
6 driver and is communicated through a peer-to-peer car-sharing program
7 agreement, then the alternatively agreed upon location shall be incorporated
8 into the peer-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 include the:

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

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

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

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

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

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

27 (7)(A) "Peer-to-peer car-sharing program agreement" means the
28 terms and conditions applicable to a shared-vehicle owner and a shared-
29 vehicle driver that govern the use of a shared vehicle through a peer-to-peer
30 car-sharing program.

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

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

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

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

3 (B) "Shared vehicle" does not include a:

4 (i) Vehicle or rental vehicle as defined in § 23-64-
5 202; or

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

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

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

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

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

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

24 (ii) Uninsured and underinsured motorist coverage;

25 (iii) Medical payments coverage;

26 (iv) Comprehensive physical damage coverage; and

27 (v) Collision physical damage coverage.

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

30 (i) Insurance laws of this state; or

31 (ii) Motor Vehicle Safety Responsibility Act, § 27-
32 19-101 et seq.

33 (c) This section and the Motor Vehicle Safety Responsibility Act, §
34 27-19-101 et seq., do not invalidate or limit an exclusion contained in an
35 motor vehicle liability insurance policy, including without limitation a
36 policy in use or approved for use in this state before the effective date of

1 this section, that excludes coverage for a motor vehicle that is rented or
2 that is engaged in commercial use.

3 (d) This section and the Peer-to-Peer Car-Sharing Program Act, § 27-
4 25-101 et seq., do not invalidate, limit, or restrict an insurer's ability
5 under existing law to:

6 (1) Underwrite any insurance policy; or

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

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

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

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

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

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

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

19 (f) This section does not impose liability on a peer-to-peer car-
20 sharing program to maintain insurance coverage beyond the extent mandated by
21 § 27-25-103.

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

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

27
28 SECTION 3. Arkansas Code Title 27 is amended to add an additional
29 chapter to read as follows:

30 CHAPTER 25

31 PEER-TO-PEER CAR-SHARING PROGRAM ACT

32
33 27-25-101. Title.

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

1 27-25-102. Definitions.

2 (1) "Car-sharing delivery period" means the period of time
3 during which a shared vehicle is being delivered to the location designated
4 in a peer-to-peer car-sharing program agreement of the car-sharing start
5 time, if applicable, as documented by a peer-to-peer car-sharing program
6 agreement;

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

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

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

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

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

19 (A) The expiration of the agreed-upon period of time
20 established for the use of a shared vehicle according to the terms of the
21 peer-to-peer car-sharing program agreement if the shared vehicle is delivered
22 to the location agreed to in the peer-to-peer car-sharing program agreement;

23 (B) If the return of the shared vehicle to an alternative
24 location agreed upon by the shared-vehicle owner and the shared-vehicle
25 driver and is communicated through a peer-to-peer car-sharing program
26 agreement, then the alternatively agreed upon location shall be incorporated
27 into the peer-to-peer car-sharing program agreement; or

28 (C) The taking of possession and control of the shared
29 vehicle by the shared-vehicle owner or an authorized designee of the shared-
30 vehicle owner;

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

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

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

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

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

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

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

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

10 (7)(A) "Peer-to-peer car-sharing program agreement" means the
11 terms and conditions applicable to a shared-vehicle owner and a shared-
12 vehicle driver that govern the use of a shared vehicle through a peer-to-peer
13 car-sharing program.

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

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

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

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

22 (B) "Shared vehicle" does not include a:

23 (i) Vehicle or rental vehicle as defined in § 23-64-
24 202; or

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

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

29 (10) "Shared-vehicle owner" means the registered owner, or a
30 person or entity designated by the registered owner, of a motor vehicle made
31 available for sharing to a shared-vehicle driver through a peer-to-peer car-
32 sharing program.

33
34 27-25-103. Insurance coverage during car-sharing period – Scope.

35 (a) Except as provided in subsection (b) of this section, a peer-to-
36 peer car-sharing program assumes liability for a shared-vehicle owner for

1 bodily injury or property damage to third parties, uninsured and underinsured
 2 motorist, or personal injury protection losses during the car-sharing period
 3 in an amount, as stated in the peer-to-peer car-sharing program agreement,
 4 which shall not be less than the amount stated in § 27-22-104.

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

8 (1) Makes an intentional or fraudulent material
 9 misrepresentation or omission concerning coverage of the shared vehicle to
 10 the peer-to-peer car-sharing program before the car-sharing period in which
 11 the loss occurred; or

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

15 (c) Notwithstanding the car-sharing termination time, the assumption
 16 of liability under subsection (a) of this section applies to bodily injury,
 17 property damage, uninsured and underinsured motorist coverage, or personal
 18 injury protection losses suffered by damaged third parties as required in §
 19 27-22-104.

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

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

25 (2) Either:

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

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

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

33 (1) A shared-vehicle owner;

34 (2) A shared-vehicle driver;

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

36 (4) Any combination of the persons or entities described in

1 subdivisions (e)(1)-(3) of this section.

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

3 (1) The insurance described in subsection (e) of this section
 4 that is used to satisfy the insurance requirement of subsection (d) of this
 5 section shall be the primary insurance policy during each car-sharing period;
 6 and

7 (2) If a claim occurs in another state with minimum financial
 8 responsibility limits higher than the minimum coverage required in § 27-22-
 9 104 during the car-sharing period, the coverage maintained under subsection
 10 (e) of this section shall satisfy the difference in minimum coverage amounts,
 11 up to the applicable policy limits.

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

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

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

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

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

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

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

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

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

35 (j) This section does not limit the:

36 (1) Liability of a peer-to-peer car-sharing program for any act

1 or omission of a peer-to-peer car-sharing program itself that results in
 2 injury to a person as a result of the use of a shared vehicle through a peer-
 3 to-peer car-sharing program; or

4 (2) Ability of a peer-to-peer car-sharing program to, by
 5 contract, seek indemnification from a shared-vehicle owner or a shared-
 6 vehicle driver for economic loss sustained by a peer-to-peer car-sharing
 7 program resulting from a breach of the terms and conditions of the peer-to-
 8 peer car-sharing program agreement.

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

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

14
 15 27-25-104. Notification of implications of lien.

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

24
 25 27-25-105. Record keeping – Use of shared vehicle in car-sharing
 26 program.

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

- 30 (1) The car-sharing start time and car-sharing termination time;
- 31 (2) The car-sharing period pick-up and drop-off location;
- 32 (3) Fees paid by the shared-vehicle driver; and
- 33 (4) Revenues received by the shared-vehicle owner.

34 (b) Upon request by a shared-vehicle owner, the insurer of a shared-
 35 vehicle owner, or the insurer of the shared-vehicle driver, the peer-to-peer
 36 car-sharing program shall provide the information maintained under subsection

1 (a) of this section to facilitate a claim coverage investigation, settlement,
2 negotiation, or litigation.

3 (c) The peer-to-peer car-sharing program shall retain the records for
4 a time period not less than the applicable personal injury statute of
5 limitations.

6
7 27-25-106. Exemption – Vicarious liability.

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

12
13 27-25-107. Contribution against indemnification.

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

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

20 (2) Excluded under the terms of its policy.

21
22 27-25-108. Consumer protection disclosures.

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

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

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

34 (3) That a peer-to-peer car-sharing program’s insurance coverage
35 of a shared-vehicle owner and a shared-vehicle driver is in effect only
36 during each car-sharing period and that, for any use of the shared vehicle by

1 the shared-vehicle driver after the car-sharing termination time, the shared-
 2 vehicle driver and the shared-vehicle owner may not have insurance coverage;

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

6 (5) That a shared-vehicle owner’s motor vehicle liability
 7 insurance policy may not provide coverage for a shared vehicle;

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

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

15
 16 27-25-109. Driver’s license verification – Data retention.

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

20 (1) Holds a driver’s license issued under the laws of this state
 21 that authorizes the driver to operate a motor vehicle of the class of the
 22 shared vehicle;

23 (2) Is a nonresident who:

24 (A) Holds a driver’s license issued by the state or
 25 country of the driver’s residence that authorizes the driver in that state or
 26 country to drive a motor vehicle of the class of the shared vehicle; and

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

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

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

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

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

35 (3) Place of issuance of the driver’s license of the shared-
 36 vehicle driver.

1
2 27-25-110. Responsibility for equipment.

3 (a)(1) A peer-to-peer car-sharing program has sole responsibility for
4 any equipment, including without limitation a global positioning device or
5 other special equipment, that is installed by the peer-to-peer car-sharing
6 program in or on the shared vehicle to monitor or facilitate a car-sharing
7 transaction.

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

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

17
18 27-25-111. Motor vehicle safety recalls.

19 (a) At the time a motor vehicle owner registers as a shared-vehicle
20 owner in a peer-to-peer car-sharing program and before the time a shared-
21 vehicle owner makes a motor vehicle available as a shared vehicle for car
22 sharing through the peer-to-peer car-sharing program, the peer-to-peer car-
23 sharing program shall:

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

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

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

33 (2)(A) If a shared-vehicle owner receives an actual notice of a
34 safety recall on a shared vehicle while the shared vehicle is available
35 through the peer-to-peer car-sharing program, then the shared-vehicle owner
36 shall remove the shared vehicle from the peer-to-peer car-sharing program as

1 soon as practicably possible after receiving the notice of the safety recall.

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

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

11
12 27-25-112. Construction.

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

16
17 27-25-113. Rules.

18 The Insurance Commissioner may promulgate rules to implement this
19 chapter.

20
21 SECTION 4. EFFECTIVE DATE. This act is effective on and after June 1,
22 2024.