

# SENATE BILL NO. 181

103RD GENERAL ASSEMBLY

INTRODUCED BY SENATOR CRAWFORD.

0655S.02I

KRISTINA MARTIN, Secretary

## AN ACT

To amend chapter 379, RSMo, by adding thereto twenty-one new sections relating to insurance for certain uses of motor vehicles, with a delayed effective date.

*Be it enacted by the General Assembly of the State of Missouri, as follows:*

Section A. Chapter 379, RSMo, is amended by adding thereto  
2 twenty-one new sections, to be known as sections 379.1900,  
3 379.1905, 379.1910, 379.1915, 379.1920, 379.1925, 379.1930,  
4 379.1935, 379.1940, 379.1945, 379.1950, 379.1955, 379.1960,  
5 379.1965, 379.1970, 379.2000, 379.2005, 379.2010, 379.2015,  
6 379.2020, and 379.2025, to read as follows:

**379.1900. Sections 379.1900 to 379.1970 shall be known  
2 and may be cited as the "Peer-to-Peer Car Sharing Program  
3 Insurance Act".**

**379.1905. Nothing in sections 379.1900 to 379.1970  
2 shall be construed to extend beyond insurance or have any  
3 implications for sections other than sections 379.1900 to  
4 379.1970 including, but not limited to, sections related to  
5 motor vehicle regulation, airport regulation, or taxation.  
6 The provisions of sections 379.1900 to 379.1970 shall not be  
7 construed to affect any other provision of law.**

**379.1910. For purposes of sections 379.1900 to  
2 379.1970, except where otherwise provided, the following  
3 terms mean:**

**(1) "Car sharing delivery period", the period of time  
5 during which a shared vehicle is being delivered to the**

6 location of the car sharing start time, if applicable, as  
7 documented by the governing car sharing program agreement;

8 (2) "Car sharing period", the period of time that  
9 commences with the car sharing delivery period or, if there  
10 is no car sharing delivery period, that commences with the  
11 car sharing start time and in either case ends at the car  
12 sharing termination time;

13 (3) "Car sharing program agreement", the terms and  
14 conditions applicable to a shared vehicle owner and a shared  
15 vehicle driver that govern the use of a shared vehicle  
16 through a peer-to-peer car sharing program. The term "car  
17 sharing program agreement" does not include a rental  
18 agreement as defined in section 407.730;

19 (4) "Car sharing start time", the time when the shared  
20 vehicle becomes subject to the control of the shared vehicle  
21 driver at or after the time the reservation of a shared  
22 vehicle is scheduled to begin as documented in the records  
23 of a peer-to-peer car sharing program;

24 (5) "Car sharing termination time", the earliest of  
25 the following events:

26 (a) The expiration of the agreed-upon period of time  
27 established for the use of a shared vehicle according to the  
28 terms of the car sharing program agreement if the shared  
29 vehicle is delivered to the location agreed upon in the car  
30 sharing program agreement;

31 (b) When the shared vehicle is returned to a location  
32 as alternatively agreed upon by the shared vehicle owner and  
33 the shared vehicle driver as communicated through a peer-to-  
34 peer car sharing program, which alternatively agreed-upon  
35 location shall be incorporated into the car sharing program  
36 agreement; or

37 (c) When the shared vehicle owner or the shared  
38 vehicle owner's authorized designee takes possession and  
39 control of the shared vehicle;

40 (6) "Peer-to-peer car sharing", the authorized use of  
41 a vehicle by an individual other than the vehicle's owner  
42 through a peer-to-peer car sharing program. The term "peer-  
43 to-peer car sharing" does not include a rental car or rental  
44 activity as described in section 407.732;

45 (7) "Peer-to-peer car sharing program", a business  
46 platform that connects vehicle owners with drivers to enable  
47 the sharing of vehicles for financial consideration. The  
48 term "peer-to-peer car sharing program" does not include a  
49 car rental company as defined in section 407.730;

50 (8) "Shared vehicle", a vehicle that is available for  
51 sharing through a peer-to-peer car sharing program. The  
52 term "shared vehicle" does not include a rental car as  
53 described in section 407.732;

54 (9) "Shared vehicle driver", an individual who has  
55 been authorized to drive the shared vehicle by the shared  
56 vehicle owner under a car sharing program agreement;

57 (10) "Shared vehicle owner", the registered owner, or  
58 a person or entity designated by the registered owner, of a  
59 vehicle made available for sharing to shared vehicle drivers  
60 through a peer-to-peer car sharing program.

379.1915. 1. Except as provided in subsection 2 of  
2 this section, a peer-to-peer car sharing program shall  
3 assume liability of a shared vehicle owner for bodily injury  
4 or property damage to third parties or uninsured and  
5 underinsured motorist or personal injury protection losses  
6 during the car sharing period in an amount stated in the  
7 peer-to-peer car sharing program agreement, which amount  
8 shall not be less than the amount required under chapter 303.

9           2. Notwithstanding the definition of "car sharing  
10 termination time" in section 379.1910, the assumption of  
11 liability under subsection 1 of this section shall not apply  
12 to any shared vehicle owner when:

13           (1) A shared vehicle owner makes an intentional or  
14 fraudulent material misrepresentation or omission to the  
15 peer-to-peer car sharing program before the car sharing  
16 period in which the loss occurred; or

17           (2) Acting in concert with a shared vehicle driver who  
18 fails to return the shared vehicle in accordance with the  
19 terms of the car sharing program agreement.

20           3. Notwithstanding the definition of "car sharing  
21 termination time" in section 379.1910, the assumption of  
22 liability under subsection 1 of this section shall apply to  
23 bodily injury, property damage, uninsured and underinsured  
24 motorist, or personal injury protection losses by damaged  
25 third parties as required by chapter 303.

26           4. A peer-to-peer car sharing program shall ensure  
27 that, during each car sharing period, the shared vehicle  
28 owner and the shared vehicle driver are insured under a  
29 motor vehicle liability insurance policy that provides  
30 insurance coverage in amounts no less than the minimum  
31 amounts set forth in chapter 303, and that:

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

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

37           5. The insurance described under subsection 4 of this  
38 section may be satisfied by motor vehicle liability  
39 insurance maintained by:

40           (1) A shared vehicle owner;

- 41           (2) A shared vehicle driver;  
42           (3) A peer-to-peer car sharing program; or  
43           (4) A shared vehicle owner, a shared vehicle driver,  
44 and a peer-to-peer car sharing program.

45           6. The insurance described in subsection 5 of this  
46 section that is satisfying the insurance requirement of  
47 subsection 4 of this section shall be primary during each  
48 car sharing period. If a claim occurs in another state with  
49 minimum financial responsibility limits higher than the  
50 minimum financial responsibility requirements in chapter 303  
51 during the car sharing period, the coverage maintained under  
52 subsection 5 of this section shall satisfy the difference in  
53 minimum coverage amounts up to the applicable policy limits.

54           7. The insurer, insurers, or peer-to-peer car sharing  
55 program providing coverage under subsection 4 or 5 of this  
56 section shall assume primary liability for a claim when:

57           (1) A dispute exists as to who was in control of the  
58 shared vehicle at the time of the loss and the peer-to-peer  
59 car sharing program does not have available, did not retain,  
60 or fails to provide the information required by section  
61 379.1930; or

62           (2) A dispute exists as to whether the shared vehicle  
63 was returned to the alternatively agreed-upon location as  
64 required under paragraph (b) of subdivision (5) of section  
65 379.1910.

66           8. If insurance maintained by a shared vehicle owner  
67 or shared vehicle driver in accordance with subsection 5 of  
68 this section has lapsed or does not provide the required  
69 coverage, insurance maintained by a peer-to-peer car sharing  
70 program shall provide the coverage required by subsection 4  
71 of this section beginning with the first dollar of a claim

72 and have the duty to defend such claim except under  
73 circumstances as set forth in subsection 2 of this section.

74 9. Coverage under an automobile insurance policy  
75 maintained by the peer-to-peer car sharing program shall not  
76 be dependent on another automobile insurer first denying a  
77 claim nor shall another automobile insurance policy be  
78 required to first deny a claim.

79 10. Nothing in this section:

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

85 (2) Limits the ability of the peer-to-peer car sharing  
86 program to, by contract, seek indemnification from the  
87 shared vehicle owner or the shared vehicle driver for  
88 economic loss sustained by the peer-to-peer car sharing  
89 program, resulting from a breach of the terms and conditions  
90 of the car sharing program agreement.

379.1920. At the time when a vehicle owner registers  
2 as a shared vehicle owner on a peer-to-peer car sharing  
3 program and prior to the time when the shared vehicle owner  
4 makes a shared vehicle available for car sharing on the peer-  
5 to-peer car sharing program, the peer-to-peer car sharing  
6 program shall notify the shared vehicle owner that, if the  
7 shared vehicle has a lien against it, the use of the shared  
8 vehicle through a peer-to-peer car sharing program,  
9 including use without physical damage coverage, may violate  
10 the terms of the contract with the lienholder.

379.1925. 1. An authorized insurer that writes motor  
2 vehicle liability insurance in this state may exclude any  
3 and all coverage and the duty to defend or indemnify for any

4 claim afforded under a shared vehicle owner's motor vehicle  
5 liability insurance policy including, but not limited to:

6 (1) Liability coverage for bodily injury and property  
7 damage;

8 (2) Personal injury protection coverage;

9 (3) Uninsured and underinsured motorist coverage;

10 (4) Medical payments coverage;

11 (5) Comprehensive physical damage coverage; and

12 (6) Collision physical damage coverage.

13 2. Nothing in sections 379.1900 to 379.1970  
14 invalidates or limits an exclusion contained in a motor  
15 vehicle liability insurance policy, including any insurance  
16 policy in use or approved for use that excludes coverage for  
17 motor vehicles made available for rent, sharing, or hire or  
18 for any business use.

19 3. Nothing in sections 379.1900 to 379.1970  
20 invalidates, limits, or restricts an insurer's ability under  
21 existing law to underwrite any insurance policy. Nothing in  
22 sections 379.1900 to 379.1970 invalidates, limits, or  
23 restricts an insurer's ability under existing law to cancel  
24 and nonrenew policies.

379.1930. A peer-to-peer car sharing program shall  
2 collect and verify records pertaining to the use of a  
3 vehicle including, but not limited to, times used, car  
4 sharing period pick-up and drop-off locations, fees paid by  
5 the shared vehicle driver, and revenues received by the  
6 shared vehicle owner. The peer-to-peer car sharing program  
7 shall provide such information upon request to the shared  
8 vehicle owner, the shared vehicle owner's insurer, or the  
9 shared vehicle driver's insurer to facilitate a claim  
10 coverage investigation, settlement, negotiation, or  
11 litigation. The peer-to-peer car sharing program shall

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

379.1935. A peer-to-peer car sharing program and a  
2 shared vehicle owner shall be exempt from vicarious  
3 liability in accordance with 49 U.S.C. Section 30106 and  
4 under any state or local law that imposes liability solely  
5 based on vehicle ownership.

379.1940. A motor vehicle insurer that defends or  
2 indemnifies a claim against a shared vehicle that is  
3 excluded under the terms of its policy shall have the right  
4 to seek recovery against the motor vehicle insurer of the  
5 peer-to-peer car sharing program if the claim is:

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

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

379.1945. 1. Notwithstanding any other law, statute,  
2 rule, or regulation to the contrary, a peer-to-peer car  
3 sharing program shall have an insurable interest in a shared  
4 vehicle during the car sharing period.

5 2. Nothing in this section creates liability on a peer-  
6 to-peer car sharing program to maintain the coverage  
7 mandated by section 379.1915.

8 3. A peer-to-peer car sharing program may own and  
9 maintain as the named insured one or more policies of motor  
10 vehicle liability insurance that provides coverage for:

11 (1) Liabilities assumed by the peer-to-peer car  
12 sharing program under a peer-to-peer car sharing program  
13 agreement;

14 (2) Any liability of the shared vehicle owner;

15 (3) Damage or loss to the shared vehicle; or

16 (4) Any liability of the shared vehicle driver.

379.1950. Each car sharing program agreement made in  
2 this state shall disclose to the shared vehicle owner and  
3 the shared vehicle driver:

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

10 (2) That a motor vehicle liability insurance policy  
11 issued to the shared vehicle owner for the shared vehicle or  
12 to the shared vehicle driver does not provide a defense or  
13 indemnification for any claim asserted by the peer-to-peer  
14 car sharing program;

15 (3) That the peer-to-peer car sharing program's  
16 insurance coverage on the shared vehicle owner and the  
17 shared vehicle driver is in effect only during each car  
18 sharing period and that, for any use of the shared vehicle  
19 by the shared vehicle driver after the car sharing  
20 termination time, the shared vehicle driver and the shared  
21 vehicle owner may not have insurance coverage;

22 (4) The daily rate, fees, and if applicable, any  
23 insurance or protection package costs that are charged to  
24 the shared vehicle owner or the shared vehicle driver;

25 (5) That the shared vehicle owner's motor vehicle  
26 liability insurance may not provide coverage for a shared  
27 vehicle;

28 (6) An emergency telephone number to personnel capable  
29 of fielding roadside assistance and other customer service  
30 inquiries; and

31 (7) Whether there are conditions under which a shared  
32 vehicle driver is required to maintain a personal automobile

33 insurance policy with certain applicable coverage limits on  
34 a primary basis in order to book a shared motor vehicle.

379.1955. 1. A peer-to-peer car sharing program shall  
2 not enter into a peer-to-peer car sharing program agreement  
3 with a driver unless the driver who will operate the shared  
4 vehicle:

5 (1) Holds a driver's license issued by this state that  
6 authorizes the driver to operate vehicles of the class of  
7 the shared vehicle;

8 (2) Is a nonresident who:

9 (a) Has a driver's license issued by the state or  
10 country of the driver's residence that authorizes the driver  
11 in that state or country to drive vehicles of the class of  
12 the shared vehicle; and

13 (b) Is at least the same age as the age required of a  
14 resident to drive in this state; or

15 (3) Otherwise is specifically authorized by this state  
16 to drive vehicles of the class of the shared vehicle.

17 2. A peer-to-peer car sharing program shall keep a  
18 record of:

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

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

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

379.1960. A peer-to-peer car sharing program shall  
2 have sole responsibility for any equipment, such as a GPS  
3 system or other special equipment that is put in or on the  
4 vehicle to monitor or facilitate the car sharing  
5 transaction, and shall agree to indemnify and hold harmless  
6 the shared vehicle owner for any damage to or theft of such  
7 equipment during the car sharing period not caused by the

8 shared vehicle owner. The peer-to-peer car sharing program  
9 has the right to seek indemnity from the shared vehicle  
10 driver for any loss or damage to such equipment that occurs  
11 during the car sharing period.

379.1965. 1. At the time when a vehicle owner  
2 registers as a shared vehicle owner on a peer-to-peer car  
3 sharing program and prior to the time when the shared  
4 vehicle owner makes a shared vehicle available for car  
5 sharing on the peer-to-peer car sharing program, the peer-to-  
6 peer car sharing program shall:

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

10 (2) Notify the shared vehicle owner of the  
11 requirements under subsection 2 of this section.

12 2. (1) If the shared vehicle owner has received an  
13 actual notice of a safety recall on the vehicle, a shared  
14 vehicle owner shall not make a vehicle available as a shared  
15 vehicle on a peer-to-peer car sharing program until the  
16 safety recall repair has been made.

17 (2) If a shared vehicle owner receives an actual  
18 notice of a safety recall on a shared vehicle while the  
19 shared vehicle is made available on the peer-to-peer car  
20 sharing program, the shared vehicle owner shall remove the  
21 shared vehicle as available on the peer-to-peer car sharing  
22 program as soon as practicable after receiving the notice of  
23 the safety recall and until the safety recall repair has  
24 been made.

25 (3) If a shared vehicle owner receives an actual  
26 notice of a safety recall while the shared vehicle is being  
27 used in the possession of a shared vehicle driver, as soon  
28 as practicable after receiving the notice of the safety

29 recall, the shared vehicle owner shall notify the peer-to-  
30 peer car sharing program about the safety recall so that the  
31 shared vehicle owner may address the safety recall repair.

379.1970. The department of commerce and insurance may  
2 promulgate all necessary rules and regulations for the  
3 administration of sections 379.1900 to 379.1970. Any rule  
4 or portion of a rule, as that term is defined in section  
5 536.010, that is created under the authority delegated in  
6 this section shall become effective only if it complies with  
7 and is subject to all of the provisions of chapter 536 and,  
8 if applicable, section 536.028. This section and chapter  
9 536 are nonseverable and if any of the powers vested with  
10 the general assembly pursuant to chapter 536 to review, to  
11 delay the effective date, or to disapprove and annul a rule  
12 are subsequently held unconstitutional, then the grant of  
13 rulemaking authority and any rule proposed or adopted after  
14 the effective date of this section shall be invalid and void.

379.2000. Sections 379.2000 to 379.2025 shall be known  
2 and may be cited as the "Delivery Network Company Insurance  
3 Act".

379.2005. For purposes of sections 379.2000 to  
2 379.2025, the following terms mean:

3 (1) "Delivery availability period", the period when a  
4 delivery network company driver:

5 (a) Has logged on to a digital network and is  
6 available to receive requests to provide delivery services  
7 from a delivery network company;

8 (b) Is operating a personal vehicle; and

9 (c) Is not providing delivery services or operating in  
10 the delivery service period;

11 (2) "Delivery network company", an entity that:

- 12           (a) Is a corporation, partnership, sole  
13 proprietorship, or other entity;
- 14           (b) Operates in this state; and
- 15           (c) Uses a digital network to connect a delivery  
16 network company customer to a delivery network company  
17 driver to provide delivery services;
- 18           (3) "Delivery network company customer", a person who:
- 19           (a) Orders the delivery of goods; and
- 20           (b) Directs the delivery network company driver as to  
21 the delivery location for the goods;
- 22           (4) "Delivery network company driver", an individual  
23 who provides delivery services through a delivery network  
24 company's digital network using a personal vehicle;
- 25           (5) "Delivery service period", the period that:
- 26           (a) Begins when a delivery network company driver  
27 starts operating a personal vehicle en route to pick up  
28 goods for a delivery or series of deliveries as documented  
29 through a digital network controlled by a delivery network  
30 company;
- 31           (b) Continues while the delivery network company  
32 driver transports the requested delivery or deliveries; and
- 33           (c) Ends upon delivery of the requested goods to:
- 34           a. The location designated by the delivery network  
35 company customer or the location designated by the last  
36 delivery network company customer in a series of deliveries;  
37 or
- 38           b. A location designated by the delivery network  
39 company, including for purposes of returning the goods;
- 40           (6) "Delivery services", the fulfillment of delivery  
41 requests made by a delivery network company customer through  
42 a digital network, including the pickup of any goods by the  
43 delivery network company driver and the delivery of the

44 goods to the location designated by the delivery network  
45 company customer. The term "delivery services" may include  
46 a series of deliveries to the designated locations of  
47 different delivery network company customers;

48 (7) "Digital network", any online application,  
49 software, website, or system offered or utilized by a  
50 delivery network company that enables deliveries with  
51 delivery network company drivers;

52 (8) "Personal vehicle", a motor vehicle that is:

53 (a) Used by a delivery network company driver to  
54 provide delivery services through a digital network; and

55 (b) Owned, leased, or otherwise authorized for use by  
56 the delivery network company driver.

379.2010. 1. Sections 379.2000 to 379.2025 do not  
2 limit the scope of federal or state law regarding delivery  
3 or transport of goods.

4 2. A delivery made under sections 379.2000 to 379.2025  
5 that is subject to any other law shall comply with the  
6 requirements of that law.

7 3. If a conflict between sections 379.2000 to 379.2025  
8 and another law dealing with the delivery or transport of  
9 goods arises, the other law prevails.

379.2015. 1. A delivery network company shall ensure  
2 that, during the delivery availability period, if  
3 applicable, and during the delivery service period, primary  
4 motor vehicle liability insurance is in effect that:

5 (1) Recognizes that the operator of the motor vehicle  
6 is a delivery network company driver; or

7 (2) Does not exclude coverage for use of a personal  
8 vehicle to provide deliveries.

9 2. During the delivery service period and the delivery  
10 availability period, the delivery network company driver or

11 delivery network company, or any combination of the two,  
12 shall maintain motor vehicle liability insurance coverage  
13 that insures the delivery network company driver for  
14 liability to third parties of not less than:

15 (1) Fifty thousand dollars for damages arising out of  
16 bodily injury sustained by any one person in an accident;

17 (2) One hundred thousand dollars for damages arising  
18 out of bodily injury sustained by all persons injured in an  
19 accident; and

20 (3) Twenty-five thousand dollars for all damages  
21 arising out of damage to or destruction of property in an  
22 accident.

23 3. If the insurance coverage maintained by a delivery  
24 network company driver under subsections 1 and 2 of this  
25 section has lapsed or does not provide the required motor  
26 vehicle liability insurance coverage, the following  
27 requirements shall apply:

28 (1) The insurance coverage maintained by the delivery  
29 network company shall provide the motor vehicle liability  
30 insurance coverage required by subsections 1 and 2 of this  
31 section beginning with the first one dollar of a claim; and

32 (2) The insurance coverage maintained by the delivery  
33 network company shall provide that the motor vehicle  
34 liability insurer has the duty to defend the claim.

35 4. Coverage under a motor vehicle liability insurance  
36 policy maintained by the delivery network company is not  
37 dependent upon another motor vehicle liability insurer first  
38 denying a claim nor shall another motor vehicle liability  
39 insurance policy be required to first deny a claim.

40 5. Insurance coverage required by this section may be  
41 obtained from an insurance company licensed to transact

42 business under the insurance laws of this state or by an  
43 eligible surplus lines insurer under chapter 384.

44 6. The coverage required under subsections 1 and 2 of  
45 this section shall be deemed to satisfy the motor vehicle  
46 financial responsibility requirements for a motor vehicle  
47 under chapter 303.

48 7. (1) A delivery network company driver shall carry  
49 proof of insurance required under subsections 1 and 2 of  
50 this section at all times while using a personal vehicle in  
51 connection with a digital network.

52 (2) In the event of an accident, a delivery network  
53 company driver shall, upon request:

54 (a) Provide insurance coverage information to the  
55 directly interested parties, insurers, and investigating law  
56 enforcement officers; and

57 (b) Disclose to the directly interested parties,  
58 insurers, and investigating law enforcement officers whether  
59 the delivery network company driver was operating during the  
60 delivery availability period or the delivery service period  
61 at the time of the accident.

62 (3) The insurance coverage information required in  
63 section 303.024 may be displayed or provided in either paper  
64 or electronic format.

65 8. (1) In a claims coverage investigation, a delivery  
66 network company or an insurer of the delivery network  
67 company shall:

68 (a) Cooperate with all insurers that are involved in  
69 the claims coverage investigation to facilitate the exchange  
70 of information; and

71 (b) Upon request by directly involved parties or an  
72 insurer of directly involved parties, immediately provide  
73 the times that a delivery network company driver began and

74 ended the delivery availability period and the delivery  
75 service period on the delivery network company's digital  
76 network in:

77 a. The twelve-hour period immediately preceding the  
78 accident; and

79 b. The twelve-hour period immediately following the  
80 accident.

81 (2) An insurer potentially providing the coverage  
82 required in this section shall disclose upon request by any  
83 other insurer involved in the particular claim a clear  
84 description of the applicable coverage, exclusions, and  
85 limits provided under any motor vehicle liability insurance  
86 policies maintained in order to satisfy the requirements of  
87 this section.

88 9. An insurer of a delivery network company providing  
89 coverage under subsections 1 and 2 of this section shall  
90 assume primary liability for a claim when:

91 (1) A dispute exists as to when the delivery  
92 availability period or the delivery service period began or  
93 ended; and

94 (2) The delivery network company does not have  
95 available, did not retain, or fails to provide the  
96 information required in subsection 7 of this section.

97 10. A delivery network company shall not be deemed to  
98 control, direct, or manage a personal vehicle or delivery  
99 network company driver who connects to the delivery network  
100 company's digital network except if agreed to by written  
101 contract.

379.2020. A delivery network company shall not permit  
2 a delivery network company driver to engage in delivery  
3 services on the delivery network company's digital network

4 until the delivery network company discloses in writing to  
5 the delivery network company driver:

6 (1) The insurance coverage, including, but not limited  
7 to, the types of coverage and the limits for each coverage,  
8 that the delivery network company provides while the  
9 delivery network company driver uses a personal vehicle in  
10 connection with a delivery network company's digital  
11 network; and

12 (2) That the delivery network company driver's own  
13 motor vehicle liability insurance policy may not provide any  
14 insurance coverage during the delivery availability period,  
15 if applicable, or the delivery service period.

379.2025. 1. An insurer that is licensed to write  
2 motor vehicle liability insurance in this state may exclude  
3 coverage and deny the duty to defend or indemnify for a  
4 claim of injury or loss that occurs during the delivery  
5 availability period and the delivery service period.

6 2. The right to exclude all coverage under subsection  
7 1 of this section may apply to any coverage included in the  
8 motor vehicle liability insurance policy including, but not  
9 limited to:

10 (1) Liability coverage for bodily injury and property  
11 damage;

12 (2) Uninsured and underinsured motorist coverage;

13 (3) Medical payments coverage;

14 (4) Comprehensive physical damage coverage; and

15 (5) Collision physical damage coverage.

16 3. Sections 379.2000 to 379.2025 do not:

17 (1) Invalidate or limit an exclusion contained in a  
18 motor vehicle liability insurance policy, including any  
19 insurance policy in use or approved for use that excludes

20 coverage for motor vehicles used for delivery or for any  
21 business use; or

22 (2) Invalidate, limit, or restrict an insurer's  
23 ability under existing law to:

24 (a) Underwrite any insurance policy; or

25 (b) Cancel and nonrenew an insurance policy.

26 4. A motor vehicle liability insurer that defends or  
27 indemnifies a claim against a delivery network company  
28 driver that is excluded under the terms of its insurance  
29 policy may seek recovery against the insurer providing  
30 insurance coverage under subsections 1 and 2 of section  
31 379.2015 if the claim:

32 (1) Occurs during the delivery availability period or  
33 the delivery service period; and

34 (2) Is excluded under the terms of its insurance  
35 policy.

Section B. The enactment of sections 379.1900 to  
2 379.1970 and sections 379.2000 to 379.2025 of this act shall  
3 become effective on October 1, 2026.

✓