

**I OPPOSE [HB 3186]. Vigorously ring the Bells of Caveat emptor!**

**[HB 3186 (2023)]-** " Requires insurance coverage for motor vehicles made available as part of peer-to-peer car sharing arrangement. Specifies coverage requirements and apportions responsibility for coverage among car sharing program operator, shared vehicle owner and shared vehicle driver. Requires certain disclosures to shared vehicle owner and shared vehicle driver in car sharing program agreement. Requires shared vehicle owner to address recall notices for defects that affect safety of shared vehicle."

**[HB 3186]** is a tad bit economical as to the protections of the injuries sustained to persons and or damaged property, produced by the operators of vehicles in a "peer-peer sharing program."

**SECTION 2:** "b) "Car sharing program agreement" does not include a rental agreement, as defined in ORS 646A.140." *This injects confusion as to reasonable expectations of responsibilities concerning who pays the damages and the limits of coverage.*

**SECTION 3:** Discusses the "**Minimum Insurance Coverage's.**" This type of insurance coverage does not cover all the damages medical, rehabilitation, loss of wages, possible loss of consortium, property damage and et cetera.

**SECTION 4:** The shady term of "Indemnification" creeps into the contract language.

**SECTION 5:** More legal trouble. A car owner may be entangle in an action with a "peer" who has an "outstanding lien or without insurance coverage for property damage-may violate the contract."

**SECTION 6:** "**... may exclude** any and all coverage under, and the **duty to defend** or **indemnify** any claim made under, a motor vehicle liability insurance policy in which the insured is a shared vehicle owner including, but not limited to:..."*Check-out this section in its' entirety and place it in a dustbin.*

**SECTION 7-SECTION 16:** It only gets worse. There should be a "duty to warn" not to read further.

From a lowly taxpayer's opinion, **[HB 3186]** appears to have been written by a "peer-peer car sharing company" for their enrichment. I cannot believe any Oregonian Legislator would concoct this tripe and then participate in the structured assault on the economic wellness of the participants to a "peer-peer car sharing contract."

David S. Wall  
Mr. Oregon Concurr.  
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