

FIRST REGULAR SESSION

HOUSE BILL NO. 57

103RD GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE COLEMAN.

1064H.011

DANA RADEMAN MILLER, Chief Clerk

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 twenty-one new sections, to be known as sections 379.1900, 379.1905, 379.1910, 379.1915, 379.1920, 379.1925, 379.1930, 379.1935, 379.1940, 379.1945, 379.1950, 379.1955, 379.1960, 379.1965, 379.1970, 379.2000, 379.2005, 379.2010, 379.2015, 379.2020, and 379.2025, to read as follows:

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

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

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

(1) "Car sharing delivery period", the period of time during which a shared vehicle is being delivered to the location of the car sharing start time, if applicable, as documented by the governing car sharing program agreement;

(2) "Car sharing period", the period of time that commences with the car sharing delivery period or, if there is no car sharing delivery period, that commences

EXPLANATION — Matter enclosed in bold-faced brackets ~~thus~~ in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

8 with the car sharing start time and in either case ends at the car sharing termination
9 time;

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

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

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

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

23 (b) When the shared vehicle is returned to a location as alternatively agreed
24 upon by the shared vehicle owner and the shared vehicle driver as communicated
25 through a peer-to-peer car sharing program, which alternatively agreed-upon location
26 shall be incorporated into the car sharing program agreement; or

27 (c) When the shared vehicle owner or the shared vehicle owner's authorized
28 designee takes possession and control of the shared vehicle;

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

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

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

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

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

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

7 **2. Notwithstanding the definition of "car sharing termination time" in section**
8 **379.1910, the assumption of liability under subsection 1 of this section shall not apply to**
9 **any shared vehicle owner when:**

10 **(1) A shared vehicle owner makes an intentional or fraudulent material**
11 **misrepresentation or omission to the peer-to-peer car sharing program before the car**
12 **sharing period in which the loss occurred; or**

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

15 **3. Notwithstanding the definition of "car sharing termination time" in section**
16 **379.1910, the assumption of liability under subsection 1 of this section shall apply to**
17 **bodily injury, property damage, uninsured and underinsured motorist, or personal**
18 **injury protection losses by damaged third parties as required by chapter 303.**

19 **4. A peer-to-peer car sharing program shall ensure that, during each car sharing**
20 **period, the shared vehicle owner and the shared vehicle driver are insured under a**
21 **motor vehicle liability insurance policy that provides insurance coverage in amounts no**
22 **less than the minimum amounts set forth in chapter 303, and that:**

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

25 **(2) Does not exclude use of a shared vehicle by a shared vehicle driver.**

26 **5. The insurance described under subsection 4 of this section may be satisfied by**
27 **motor vehicle liability insurance maintained by:**

28 **(1) A shared vehicle owner;**

29 **(2) A shared vehicle driver;**

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

31 **(4) A shared vehicle owner, a shared vehicle driver, and a peer-to-peer car**
32 **sharing program.**

33 **6. The insurance described in subsection 5 of this section that is satisfying the**
34 **insurance requirement of subsection 4 of this section shall be primary during each car**
35 **sharing period. If a claim occurs in another state with minimum financial responsibility**
36 **limits higher than the minimum financial responsibility requirements in chapter 303**
37 **during the car sharing period, the coverage maintained under subsection 5 of this**

38 section shall satisfy the difference in minimum coverage amounts up to the applicable
39 policy limits.

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

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

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

48 8. If insurance maintained by a shared vehicle owner or shared vehicle driver in
49 accordance with subsection 5 of this section has lapsed or does not provide the required
50 coverage, insurance maintained by a peer-to-peer car sharing program shall provide the
51 coverage required by subsection 4 of this section beginning with the first dollar of a
52 claim and have the duty to defend such claim except under circumstances as set forth in
53 subsection 2 of this section.

54 9. Coverage under an automobile insurance policy maintained by the peer-to-
55 peer car sharing program shall not be dependent on another automobile insurer first
56 denying a claim nor shall another automobile insurance policy be required to first deny
57 a claim.

58 10. Nothing in this section:

59 (1) Limits the liability of the peer-to-peer car sharing program for any act or
60 omission of the peer-to-peer car sharing program itself that results in injury to any
61 person as a result of the use of a shared vehicle through a peer-to-peer car sharing
62 program; or

63 (2) Limits the ability of the peer-to-peer car sharing program to, by contract,
64 seek indemnification from the shared vehicle owner or the shared vehicle driver for
65 economic loss sustained by the peer-to-peer car sharing program, resulting from a
66 breach of the terms and conditions of the car sharing program agreement.

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

379.1925. 1. An authorized insurer that writes motor vehicle liability insurance in this 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:

- 5 (1) Liability coverage for bodily injury and property damage;**
- 6 (2) Personal injury protection coverage;**
- 7 (3) Uninsured and underinsured motorist coverage;**
- 8 (4) Medical payments coverage;**
- 9 (5) Comprehensive physical damage coverage; and**
- 10 (6) Collision physical damage coverage.**

11 2. Nothing in sections 379.1900 to 379.1970 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.

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

379.1930. 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, car sharing period pick-up and drop-off locations, fees paid by the shared vehicle driver, and revenues received by the shared vehicle owner. The peer-to-peer car sharing program shall provide such 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, settlement, negotiation, or litigation. 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.

379.1935. 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. Section 30106 and under any state or local law that imposes liability solely based on vehicle ownership.

379.1940. 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 recovery against the motor vehicle insurer of the peer-to-peer car sharing program if the claim is:

- 5 (1) Made against the shared vehicle owner or the shared vehicle driver for loss or injury that occurs during the car sharing period; and**
- 7 (2) Excluded under the terms of its policy.**

379.1945. 1. 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.

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

3. 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:

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

(2) Any liability of the shared vehicle owner;

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

(4) Any liability of the shared vehicle driver.

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

(1) Any right of the peer-to-peer car sharing program to 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) That a motor vehicle liability insurance policy issued to the shared vehicle owner for the shared vehicle or to the shared vehicle driver does not provide a defense or indemnification for any claim asserted by the peer-to-peer car sharing program;

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

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

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

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

(7) Whether there are conditions under which a shared vehicle driver is required to maintain a personal automobile insurance policy with certain applicable coverage limits on a primary basis in order to book a shared motor vehicle.

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

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

(2) Is a nonresident who:

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

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

or

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

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

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

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

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

379.1960. A peer-to-peer car sharing program shall have sole responsibility for any equipment, such as a GPS system or other special equipment that is put in or on the vehicle to monitor or facilitate the car sharing transaction, and shall agree to indemnify and hold harmless the shared vehicle owner for any damage to or theft of such equipment during the car sharing period not caused by the shared vehicle owner. The peer-to-peer car sharing program has the right to seek indemnity from the shared vehicle driver for any loss or damage to such equipment that occurs during the car sharing period.

379.1965. 1. 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:

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

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

2. (1) If the shared vehicle owner has received an actual notice of a safety recall on the vehicle, a shared vehicle owner shall not make a vehicle available as a shared

11 vehicle on a peer-to-peer car sharing program until the safety recall repair has been
12 made.

13 (2) If a shared vehicle owner receives an actual notice of a safety recall on a
14 shared vehicle while the shared vehicle is made available on the peer-to-peer car sharing
15 program, the shared vehicle owner shall remove the shared vehicle as available on the
16 peer-to-peer car sharing program as soon as practicable after receiving the notice of the
17 safety recall and until the safety recall repair has been made.

18 (3) If a shared vehicle owner receives an actual notice of a safety recall while the
19 shared vehicle is being used in the possession of a shared vehicle driver, as soon as
20 practicable after receiving the notice of the safety recall, the shared vehicle owner shall
21 notify the peer-to-peer car sharing program about the safety recall so that the shared
22 vehicle owner may address the safety recall repair.

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

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

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

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

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

7 (b) Is operating a personal vehicle; and

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

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

10 (a) Is a corporation, partnership, sole proprietorship, or other entity;

11 (b) Operates in this state; and

12 (c) Uses a digital network to connect a delivery network company customer to a
13 delivery network company driver to provide delivery services;

- 14 (3) "Delivery network company customer", a person who:
15 (a) Orders the delivery of goods; and
16 (b) Directs the delivery network company driver as to the delivery location for
17 the goods;
18 (4) "Delivery network company driver", an individual who provides delivery
19 services through a delivery network company's digital network using a personal vehicle;
20 (5) "Delivery service period", the period that:
21 (a) Begins when a delivery network company driver starts operating a personal
22 vehicle en route to pick up goods for a delivery or series of deliveries as documented
23 through a digital network controlled by a delivery network company;
24 (b) Continues while the delivery network company driver transports the
25 requested delivery or deliveries; and
26 (c) Ends upon delivery of the requested goods to:
27 a. The location designated by the delivery network company customer or the
28 location designated by the last delivery network company customer in a series of
29 deliveries; or
30 b. A location designated by the delivery network company, including for
31 purposes of returning the goods;
32 (6) "Delivery services", the fulfillment of delivery requests made by a delivery
33 network company customer through a digital network, including the pickup of any
34 goods by the delivery network company driver and the delivery of the goods to the
35 location designated by the delivery network company customer. The term "delivery
36 services" may include a series of deliveries to the designated locations of different
37 delivery network company customers;
38 (7) "Digital network", any online application, software, website, or system
39 offered or utilized by a delivery network company that enables deliveries with delivery
40 network company drivers;
41 (8) "Personal vehicle", a motor vehicle that is:
42 (a) Used by a delivery network company driver to provide delivery services
43 through a digital network; and
44 (b) Owned, leased, or otherwise authorized for use by the delivery network
45 company driver.

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

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

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

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

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

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

7 **2. During the delivery service period and the delivery availability period, the**
8 **delivery network company driver or delivery network company, or any combination of**
9 **the two, shall maintain motor vehicle liability insurance coverage that insures the**
10 **delivery network company driver for liability to third parties of not less than:**

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

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

15 **(3) Twenty-five thousand dollars for all damages arising out of damage to or**
16 **destruction of property in an accident.**

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

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

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

25 **4. Coverage under a motor vehicle liability insurance policy maintained by the**
26 **delivery network company is not dependent upon another motor vehicle liability insurer**
27 **first denying a claim nor shall another motor vehicle liability insurance policy be**
28 **required to first deny a claim.**

29 **5. Insurance coverage required by this section may be obtained from an**
30 **insurance company licensed to transact business under the insurance laws of this state**
31 **or by an eligible surplus lines insurer under chapter 384.**

32 **6. The coverage required under subsections 1 and 2 of this section shall be**
33 **deemed to satisfy the motor vehicle financial responsibility requirements for a motor**
34 **vehicle under chapter 303.**

35 7. (1) A delivery network company driver shall carry proof of insurance
36 required under subsections 1 and 2 of this section at all times while using a personal
37 vehicle in connection with a digital network.

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

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

42 (b) Disclose to the directly interested parties, insurers, and investigating law
43 enforcement officers whether the delivery network company driver was operating
44 during the delivery availability period or the delivery service period at the time of the
45 accident.

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

48 8. (1) In a claims coverage investigation, a delivery network company or an
49 insurer of the delivery network company shall:

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

52 (b) Upon request by directly involved parties or an insurer of directly involved
53 parties, immediately provide the times that a delivery network company driver began
54 and ended the delivery availability period and the delivery service period on the delivery
55 network company's digital network in:

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

57 b. The twelve-hour period immediately following the accident.

58 (2) An insurer potentially providing the coverage required in this section shall
59 disclose upon request by any other insurer involved in the particular claim a clear
60 description of the applicable coverage, exclusions, and limits provided under any motor
61 vehicle liability insurance policies maintained in order to satisfy the requirements of this
62 section.

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

65 (1) A dispute exists as to when the delivery availability period or the delivery
66 service period began or ended; and

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

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

379.2020. A delivery network company shall not permit a delivery network company driver to engage in delivery services on the delivery network company's digital network until the delivery network company discloses in writing to the delivery network company driver:

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

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

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

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

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

(2) Uninsured and underinsured motorist coverage;

(3) Medical payments coverage;

(4) Comprehensive physical damage coverage; and

(5) Collision physical damage coverage.

3. Sections 379.2000 to 379.2025 do not:

(1) Invalidate or limit 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 used for delivery or for any business use; or

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

(a) Underwrite any insurance policy; or

(b) Cancel and nonrenew an insurance policy.

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

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

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

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

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