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§14–2101.

(a) (1) In this section the following words have the meanings indicated.

(2) “Collision damage waiver” means any contract, whether separate from or part of a rental agreement, in which the lessor agrees, for a charge, to waive all or part of any claims against the lessee for damages to the rental motor vehicle during the term of the rental agreement.

(3) “Lessee” means any person obtaining the use of a rental motor vehicle from a lessor under the terms of a rental agreement.

(4) “Lessor” means any person in the business of providing rental motor vehicles to the public.

(5) “Passenger car” means any motor vehicle that is a Class A (passenger) vehicle under § 13-912 of the Transportation Article, or any motor vehicle that is a Class M (multipurpose) vehicle under § 13-937 of the Transportation Article if the vehicle is used primarily for transporting passengers.

(6) “Rental agreement” means a written agreement setting forth the terms and conditions governing the use of a rental motor vehicle by a lessee for a period of less than 180 days.

(7) “Rental motor vehicle” means a passenger car which, on execution of a rental agreement, is made available to a lessee for the lessee’s use.

(b) The Division shall develop a form for collision damage waivers, and shall make it available to all lessors in the State.

(c) The form shall meet the requirements specified in subsection (e) of this section.

(d) A lessor may not deliver or issue for delivery in this State a rental motor vehicle agreement containing a collision damage waiver, unless the lessor uses a separate collision damage waiver form provided by the Division that meets the requirements specified in subsection (e) of this section.

(e) The collision damage waiver form shall contain the following requirements:

(1) The collision damage waiver shall be understandable and written in simple and readable plain language;

(2) The terms of the collision damage waiver, including, but not limited to, any conditions or exclusions applicable to the collision damage waiver, shall be

prominently displayed;

(3) All restrictions, conditions, or provisions in, or endorsed on, the collision damage waiver are printed in type at least as large as Brevier or 10 point type;

(4) The collision damage waiver shall include a statement of the total charge for the anticipated rental period or the anticipated total daily charge;

(5) The agreement containing the collision damage waiver shall display the following notice on the face of the agreement, set apart and in boldface type, and in type at least as large as 10 point type:

“Notice:

This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of this collision damage waiver is not mandatory and may be waived. Maryland law requires that all Maryland residents’ insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented by the insureds named in the policy for a period of 30 days or less.”; and

(6) Any additional information that the Division considers reasonable and necessary to carry out the provisions of this subtitle.

(f) A failure by a lessor to comply with subsection (d) of this section is an unfair or deceptive trade practice within the meaning of Title 13, Subtitle 3 of this article.

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