

# SENATE BILL 436

R7  
SB 573/18 – FIN

9lr0399  
CF 9lr1981

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By: **Senators Klausmeier, Beidle, Feldman, and Hershey**

Introduced and read first time: February 1, 2019

Assigned to: Finance

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## A BILL ENTITLED

1 AN ACT concerning

2 **Vehicle Laws – Rental Vehicles – Security**

3 FOR the purpose of establishing that the owner of a rental vehicle may satisfy a certain  
4 insurance requirement by maintaining a certain security that is primary under  
5 certain circumstances and secondary to any other valid and collectible coverage  
6 under certain circumstances; establishing a certain insurer's right to subrogation for  
7 certain damages under certain circumstances; requiring the owner of a rental vehicle  
8 to provide a certain notice to the renter of the rental vehicle; authorizing certain  
9 persons to request certain information from a motor vehicle rental company in a  
10 certain manner; requiring a motor vehicle rental company to disclose certain  
11 information about a person that rents or is authorized to drive a rental vehicle to a  
12 certain person under certain circumstances; requiring a motor vehicle rental  
13 company to make a reasonable effort to obtain and disclose certain information about  
14 the person who was driving the rental vehicle at the time of the adverse event under  
15 certain circumstances; providing a certain exception to the requirement that a motor  
16 vehicle rental company disclose certain information; prohibiting a motor vehicle  
17 rental company from being compelled to disclose certain additional information;  
18 establishing a certain immunity from liability for a motor vehicle rental company  
19 that discloses certain information in accordance with this Act, subject to a certain  
20 exception; defining certain terms; and generally relating to required security for  
21 certain rental vehicles.

22 BY repealing and reenacting, without amendments,  
23 Article – Transportation  
24 Section 17–103  
25 Annotated Code of Maryland  
26 (2012 Replacement Volume and 2018 Supplement)

27 BY repealing and reenacting, with amendments,  
28 Article – Transportation  
29 Section 17–104 and 18–102

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Annotated Code of Maryland  
2 (2012 Replacement Volume and 2018 Supplement)

3 BY adding to  
4 Article – Transportation  
5 Section 17–104.3  
6 Annotated Code of Maryland  
7 (2012 Replacement Volume and 2018 Supplement)

8 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
9 That the Laws of Maryland read as follows:

10 **Article – Transportation**

11 17–103.

12 (a) (1) Except as provided in paragraph (2) of this subsection, the form of  
13 security required under this subtitle is a vehicle liability insurance policy written by an  
14 insurer authorized to write these policies in this State.

15 (2) The Administration may accept another form of security in place of a  
16 vehicle liability insurance policy if it finds that the other form of security adequately  
17 provides the benefits required by subsection (b) of this section.

18 (3) The Administration shall, by regulation, assess each self-insurer an  
19 annual sum which may not exceed \$750, and which shall be used for actuarial studies and  
20 audits to determine financial solvency.

21 (b) The security required under this subtitle shall provide for at least:

22 (1) The payment of claims for bodily injury or death arising from an  
23 accident of up to \$30,000 for any one person and up to \$60,000 for any two or more persons,  
24 in addition to interest and costs;

25 (2) The payment of claims for property of others damaged or destroyed in  
26 an accident of up to \$15,000, in addition to interest and costs;

27 (3) Unless waived under § 19–506 of the Insurance Article or rejected  
28 under § 19–506.1 of the Insurance Article, the benefits described under § 19–505 of the  
29 Insurance Article as to basic required primary coverage;

30 (4) The benefits required under § 19–509 or § 19–509.1 of the Insurance  
31 Article as to required additional coverage; and

32 (5) For vehicles subject to the provisions of § 25–111.1 of this article, the  
33 security requirements adopted under 49 C.F.R., Part 387.

1 17-104.

2 (a) The Administration may not issue or transfer the registration of a motor  
3 vehicle unless the owner or prospective owner of the vehicle furnishes evidence satisfactory  
4 to the Administration that the required security is in effect.

5 (b) The owner of a motor vehicle that is required to be registered in this State  
6 shall maintain the required security for the vehicle during the registration period.

7 (c) Each insurer or other provider of required security shall:

8 (1) Except as provided in item (2) of this subsection, immediately notify the  
9 Administration electronically of new motor vehicle insurance policies issued for insured  
10 vehicles registered in the State; and

11 (2) For each fleet policy, electronically notify the Administration every 30  
12 days of any additions, deletions, or modifications to the fleet policy, including those policy  
13 numbers affected.

14 (d) The Administration, in consultation with the Maryland Insurance  
15 Administration and representatives of the automobile insurance industry, shall adopt  
16 regulations that establish procedures to be used by an insurer to provide timely notification  
17 to an insured of the penalties that may be imposed in accordance with § 17-106 of this  
18 subtitle if the insured fails to renew or replace a policy of motor vehicle liability insurance  
19 without surrendering the evidences of registration.

20 (e) (1) In this subsection, “replacement vehicle” means a vehicle that is loaned  
21 by an auto repair facility or a dealer, or that an individual rents temporarily, to use while  
22 a vehicle owned by the individual is not in use because of loss, as “loss” is defined in that  
23 individual’s applicable private passenger automobile insurance policy or because of  
24 breakdown, repair, service, or damage.

25 (2) Subject to paragraph (3) of this subsection, an owner of a replacement  
26 vehicle may satisfy the requirement of subsection (a) of this section by maintaining the  
27 required security described in § 17-103 of this subtitle that is secondary to any other valid  
28 and collectible coverage and that extends coverage in amounts required under § 17-103(b)  
29 of this subtitle to the owner’s vehicle while it is used as a replacement vehicle.

30 (3) If an owner of a replacement vehicle provides coverage as provided  
31 under paragraph (2) of this subsection, the agreement for the replacement vehicle to be  
32 signed by the renter or the individual to whom the vehicle is loaned shall contain a  
33 provision on the face of the agreement, in at least 10 point bold type, that informs the  
34 individual that the coverage on the vehicle being serviced or repaired is primary coverage  
35 for the replacement vehicle and the coverage maintained by the owner on the replacement  
36 vehicle is secondary.

37 (F) (1) (I) IN THIS SUBSECTION THE FOLLOWING WORDS HAVE THE

1 MEANINGS INDICATED.

2 (II) "ADVERSE EVENT" HAS THE MEANING STATED IN §  
3 17-104.3(A) OF THIS SUBTITLE.

4 (III) "MOTOR VEHICLE RENTAL COMPANY" HAS THE MEANING  
5 STATED IN § 17-104.3(A) OF THIS SUBTITLE.

6 (IV) "RENTAL AGREEMENT" HAS THE MEANING STATED IN §  
7 17-104.3(A) OF THIS SUBTITLE.

8 (2) EXCEPT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION,  
9 AND SUBJECT TO PARAGRAPH (4) OF THIS SUBSECTION, AN OWNER OF A RENTAL  
10 VEHICLE MAY SATISFY THE REQUIREMENT OF SUBSECTION (A) OF THIS SECTION BY  
11 MAINTAINING THE REQUIRED SECURITY DESCRIBED IN § 17-103 OF THIS SUBTITLE  
12 THAT IS:

13 (I) PRIMARY:

14 1. EXCEPT AS PROVIDED IN ITEM (II) OF THIS  
15 PARAGRAPH, WHILE THE OWNER'S VEHICLE IS USED AS A RENTAL VEHICLE; OR

16 2. IF THE COVERAGE MAINTAINED BY THE RENTER OF  
17 THE RENTAL VEHICLE IS PROVIDED BY THE MARYLAND AUTOMOBILE INSURANCE  
18 FUND; AND

19 (II) SECONDARY, RETROACTIVE TO AN ADVERSE EVENT, TO  
20 COVERAGE MAINTAINED BY THE RENTER OF THE RENTAL VEHICLE ON THE OWNER'S  
21 CONFIRMATION, AFTER THE ADVERSE EVENT, WITH THE INSURANCE CARRIER THAT  
22 PROVIDES COVERAGE TO THE RENTER, THAT THE INSURANCE MAINTAINED BY THE  
23 RENTER PROVIDES VALID AND COLLECTIBLE COVERAGE IN THE AMOUNTS  
24 REQUIRED UNDER § 17-103(B) OF THIS SUBTITLE TO THE OWNER'S VEHICLE WHILE  
25 IT IS USED AS A RENTAL VEHICLE, IF THE INSURANCE CARRIER THAT PROVIDES  
26 COVERAGE TO THE RENTER ACCEPTS THE CLAIM AND CONFIRMS IN WRITING THAT  
27 THE INSURANCE PROVIDED TO THE RENTER INCLUDES LIABILITY COVERAGE FOR  
28 THE ALLEGED AT-FAULT DRIVER.

29 (3) IF AN INSURANCE CARRIER THAT PROVIDES COVERAGE TO THE  
30 RENTER DOES NOT ACCEPT THE CLAIM UNDER PARAGRAPH (1)(II) OF THIS  
31 SUBSECTION AND AUTHORIZE PAYMENT OF STORAGE CHARGES OR RENTAL OF A  
32 TEMPORARY SUBSTITUTE MOTOR VEHICLE TO THE MOTOR VEHICLE RENTAL  
33 COMPANY WITHIN 14 DAYS OF RECEIVING NOTICE OF THE RENTER'S ADVERSE  
34 EVENT, THE INSURANCE CARRIER THAT PROVIDES COVERAGE FOR THE RENTAL

1 VEHICLE SHALL:

2 (I) CONTINUE TO BE THE PRIMARY SECURITY FOR THE  
3 PAYMENT OF STORAGE CHARGES AND RENTAL CHARGES FOR A TEMPORARY  
4 SUBSTITUTE MOTOR VEHICLE UNTIL THE CLAIM IS RESOLVED; AND

5 (II) HAVE A RIGHT OF SUBROGATION AGAINST THE INSURANCE  
6 CARRIER THAT PROVIDES COVERAGE TO THE RENTER FOR THE PAYMENT OF  
7 STORAGE CHARGES AND RENTAL CHARGES FOR A TEMPORARY SUBSTITUTE MOTOR  
8 VEHICLE.

9 (4) IF AN OWNER OF A RENTAL VEHICLE PROVIDES COVERAGE IN  
10 ACCORDANCE WITH PARAGRAPH (2) OF THIS SUBSECTION, THE RENTAL  
11 AGREEMENT TO BE SIGNED BY THE RENTER SHALL CONTAIN A PROVISION ON THE  
12 FACE OF THE AGREEMENT, IN AT LEAST 10 POINT BOLD TYPE, THAT INFORMS THE  
13 INDIVIDUAL THAT, EXCEPT FOR COVERAGE PROVIDED BY THE MARYLAND  
14 AUTOMOBILE INSURANCE FUND, THE COVERAGE MAINTAINED BY THE RENTER OF  
15 THE RENTAL VEHICLE IS PRIMARY COVERAGE ON THE OWNER'S CONFIRMATION  
16 WITH THE INSURANCE CARRIER THAT PROVIDES COVERAGE TO THE RENTER THAT  
17 THE INSURANCE MAINTAINED BY THE RENTER PROVIDES VALID AND COLLECTIBLE  
18 COVERAGE IN THE AMOUNTS REQUIRED UNDER § 17-103(B) OF THIS SUBTITLE TO  
19 THE OWNER'S VEHICLE WHILE IT IS USED AS A RENTAL VEHICLE.

20 17-104.3.

21 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS  
22 INDICATED.

23 (2) "ADVERSE EVENT" MEANS AN INCIDENT THAT MAY SUBJECT THE  
24 OWNER OR DRIVER OF A RENTAL VEHICLE TO LEGAL LIABILITY, INCLUDING  
25 LIABILITY FOR:

26 (I) DAMAGES;

27 (II) COSTS OF DEFENSE;

28 (III) LEGAL COSTS AND FEES; AND

29 (IV) ANY OTHER CLAIMS EXPENSES.

30 (3) "MOTOR VEHICLE RENTAL COMPANY" MEANS A PERSON THAT IS  
31 IN THE BUSINESS OF PROVIDING MOTOR VEHICLES TO THE PUBLIC UNDER A RENTAL  
32 AGREEMENT FOR A PERIOD NOT EXCEEDING 180 DAYS.

1           **(4) “RENTAL AGREEMENT” MEANS A WRITTEN AGREEMENT**  
2 **CONTAINING THE TERMS AND CONDITIONS THAT GOVERN THE USE OF A RENTAL**  
3 **VEHICLE PROVIDED BY A MOTOR VEHICLE RENTAL COMPANY UNDER THE**  
4 **PROVISIONS OF THIS ARTICLE.**

5           **(B) A PERSON INVOLVED IN AN ADVERSE EVENT THAT INVOLVES A RENTAL**  
6 **VEHICLE RENTED BY ANOTHER, OR THE PERSON’S LEGAL REPRESENTATIVE, MAY**  
7 **REQUEST INFORMATION, AS PROVIDED UNDER SUBSECTION (C) OF THIS SECTION,**  
8 **FROM THE MOTOR VEHICLE COMPANY THAT OWNS THE RENTAL VEHICLE BY**  
9 **SUBMITTING A WRITTEN REQUEST TO THE MOTOR VEHICLE RENTAL COMPANY IN**  
10 **ACCORDANCE WITH SUBSECTION (C) OF THIS SECTION.**

11           **(C) (1) IF KNOWN TO THE MOTOR VEHICLE RENTAL COMPANY, A**  
12 **REQUEST MADE TO A MOTOR VEHICLE RENTAL COMPANY UNDER THIS SECTION**  
13 **SHALL INCLUDE:**

14                   **(I) THE FULL NAME OF THE PERSON THAT IS BELIEVED TO**  
15 **HAVE RENTED THE RENTAL VEHICLE INVOLVED IN THE ADVERSE EVENT;**

16                   **(II) THE DATE AND APPROXIMATE TIME OF THE ADVERSE**  
17 **EVENT; AND**

18                   **(III) TO THE EXTENT KNOWN, A DESCRIPTION OF THE RENTAL**  
19 **VEHICLE, INCLUDING THE VEHICLE’S:**

20                           1.   **MAKE;**

21                           2.   **MODEL;**

22                           3.   **COLOR; AND**

23                           4.   **REGISTRATION NUMBER.**

24           **(2) A REQUEST MADE UNDER THIS SECTION SHALL BE SUBMITTED TO**  
25 **THE MOTOR VEHICLE RENTAL COMPANY’S REGISTERED AGENT IN THE STATE.**

26           **(D) (1) EXCEPT AS PROVIDED IN SUBSECTION (E) OF THIS SECTION, AS**  
27 **SOON AS PRACTICABLE AFTER RECEIVING A REQUEST FOR INFORMATION, A MOTOR**  
28 **VEHICLE RENTAL COMPANY SHALL PROVIDE THE PERSON THAT MADE THE REQUEST**  
29 **WITH THE FOLLOWING INFORMATION IN WRITING:**

30                   **(I) THE NAME, MAILING ADDRESS, AND DATE OF BIRTH OF**

1 EACH PERSON IDENTIFIED IN A RENTAL AGREEMENT AS A RENTER OR AUTHORIZED  
2 DRIVER OF THE RENTAL VEHICLE AT THE TIME THE ADVERSE EVENT IS ALLEGED TO  
3 HAVE OCCURRED; AND

4 (II) 1. THE NAME OF THE INSURER RESPONSIBLE FOR  
5 PROVIDING PRIMARY INSURANCE COVERAGE FOR THE RENTAL VEHICLE AT THE  
6 TIME THE ADVERSE EVENT IS ALLEGED TO HAVE OCCURRED; AND

7 2. IF KNOWN TO THE MOTOR VEHICLE RENTAL  
8 COMPANY, THE POLICY NUMBER ASSOCIATED WITH THE PRIMARY INSURANCE  
9 COVERAGE FOR THE RENTAL VEHICLE AT THE TIME THE ADVERSE EVENT IS  
10 ALLEGED TO HAVE OCCURRED.

11 (2) IF THE PERSON DRIVING THE RENTAL VEHICLE AT THE TIME OF  
12 THE ADVERSE EVENT IS NOT IDENTIFIED IN THE RENTAL AGREEMENT, THE MOTOR  
13 VEHICLE RENTAL COMPANY SHALL MAKE A REASONABLE EFFORT TO OBTAIN AND  
14 PROVIDE THE INDIVIDUAL'S NAME, MAILING ADDRESS, AND DATE OF BIRTH TO THE  
15 PERSON MAKING THE REQUEST FOR INFORMATION.

16 (E) (1) IF A REQUEST IS MADE UNDER THIS SECTION MORE THAN 3 YEARS  
17 AFTER THE DATE ON WHICH THE ADVERSE EVENT IS ALLEGED TO HAVE OCCURRED,  
18 THE MOTOR VEHICLE RENTAL COMPANY MAY REFUSE TO PROVIDE INFORMATION  
19 UNDER SUBSECTION (D) OF THIS SECTION.

20 (2) A MOTOR VEHICLE RENTAL COMPANY MAY NOT BE COMPELLED  
21 TO DISCLOSE ANY INFORMATION REGARDING PERSONS IDENTIFIED AS RENTERS OR  
22 AUTHORIZED DRIVERS OF A RENTAL VEHICLE OTHER THAN THE INFORMATION THAT  
23 IS REQUIRED UNDER SUBSECTION (D) OF THIS SECTION.

24 (F) UNLESS IT IS ESTABLISHED THAT THE DISCLOSURE MADE BY THE  
25 MOTOR VEHICLE RENTAL COMPANY OR AN EMPLOYEE OR AGENT OF THE MOTOR  
26 VEHICLE RENTAL COMPANY CONSTITUTED RECKLESS, WANTON, OR INTENTIONAL  
27 MISCONDUCT, A MOTOR VEHICLE RENTAL COMPANY MAY NOT BE HELD CIVILLY OR  
28 CRIMINALLY LIABLE FOR DISCLOSING INFORMATION IN ACCORDANCE WITH THIS  
29 SECTION.

30 18-102.

31 (a) (1) The Administration may not register any motor vehicle, trailer, or  
32 semitrailer to be rented until the owner of the vehicle certifies to the satisfaction of the  
33 Administration that the owner has security for the vehicle in the same form and providing  
34 for the same minimum benefits as the security required by Title 17 of this article for motor  
35 vehicles.

1           (2)   (i)    In this paragraph, “replacement vehicle” means a vehicle that is  
2 loaned by an auto repair facility or a dealer, or that an individual rents temporarily, to use  
3 while a vehicle owned by the individual is not in use because of loss, as “loss” is defined in  
4 that individual’s applicable private passenger automobile insurance policy, or because of  
5 breakdown, repair, service, or damage.

6           (ii)   Subject to subparagraph (iii) of this paragraph, an owner of a  
7 replacement vehicle may satisfy the requirement of paragraph (1) of this subsection by  
8 maintaining the required security described in § 17–103 of this article that is secondary to  
9 any other valid and collectible coverage and that extends coverage to the owner’s vehicle in  
10 amounts required under § 17–103(b) of this article while it is used as a replacement vehicle.

11           (iii) If an owner of a replacement vehicle provides coverage as  
12 provided under subparagraph (ii) of this paragraph, the agreement for the replacement  
13 vehicle to be signed by the renter or the individual to whom the vehicle is loaned shall  
14 contain a provision on the face of the agreement, in at least 10 point bold type, that informs  
15 the individual that the coverage on the vehicle being serviced or repaired is primary  
16 coverage for the replacement vehicle and the coverage maintained by the owner on the  
17 replacement vehicle is secondary.

18           **(3)   (I)    1.    IN THIS PARAGRAPH THE FOLLOWING WORDS HAVE**  
19 **THE MEANINGS INDICATED.**

20                               **2.    “ADVERSE EVENT” HAS THE MEANING STATED IN §**  
21 **17–104.3(A) OF THIS ARTICLE.**

22                               **3.    “MOTOR VEHICLE RENTAL COMPANY” HAS THE**  
23 **MEANING STATED IN § 17–104.3(A) OF THIS ARTICLE.**

24                               **4.    “RENTAL AGREEMENT” HAS THE MEANING STATED IN**  
25 **§ 17–104.3(A) OF THIS ARTICLE.**

26           **(II)   EXCEPT AS PROVIDED IN SUBPARAGRAPH (III) OF THIS**  
27 **PARAGRAPH, AND SUBJECT TO SUBPARAGRAPH (IV) OF THIS PARAGRAPH, AN**  
28 **OWNER OF A RENTAL VEHICLE MAY SATISFY THE REQUIREMENT OF PARAGRAPH (1)**  
29 **OF THIS SUBSECTION BY MAINTAINING THE REQUIRED SECURITY DESCRIBED IN §**  
30 **17–103 OF THIS ARTICLE THAT IS:**

31                               **1.    PRIMARY:**

32                               **A.   EXCEPT AS PROVIDED IN ITEM 2 OF THIS**  
33 **SUBPARAGRAPH, WHILE THE OWNER’S VEHICLE IS USED AS A RENTAL VEHICLE; OR**

34                               **B.   IF THE COVERAGE MAINTAINED BY THE RENTER OF**  
35 **THE RENTAL VEHICLE IS PROVIDED BY THE MARYLAND AUTOMOBILE INSURANCE**

1 **FUND; AND**

2                   **2. SECONDARY, RETROACTIVE TO AN ADVERSE EVENT,**  
3 **TO COVERAGE MAINTAINED BY THE RENTER OF THE RENTAL VEHICLE ON THE**  
4 **OWNER'S CONFIRMATION, AFTER THE ADVERSE EVENT, WITH THE INSURANCE**  
5 **CARRIER THAT PROVIDES COVERAGE TO THE RENTER, THAT THE INSURANCE**  
6 **MAINTAINED BY THE RENTER PROVIDES VALID AND COLLECTIBLE COVERAGE IN**  
7 **THE AMOUNTS REQUIRED UNDER § 17-103(B) OF THIS ARTICLE TO THE OWNER'S**  
8 **VEHICLE WHILE IT IS USED AS A RENTAL VEHICLE, IF THE INSURANCE CARRIER**  
9 **THAT PROVIDES COVERAGE TO THE RENTER ACCEPTS THE CLAIM AND CONFIRMS IN**  
10 **WRITING THAT THE INSURANCE PROVIDED TO THE RENTER INCLUDES LIABILITY**  
11 **COVERAGE FOR THE ALLEGED AT-FAULT DRIVER.**

12                   **(III) IF AN INSURANCE CARRIER THAT PROVIDES COVERAGE TO**  
13 **THE RENTER DOES NOT ACCEPT THE CLAIM UNDER PARAGRAPH (1)(II) OF THIS**  
14 **SUBSECTION AND AUTHORIZE PAYMENT OF STORAGE CHARGES OR RENTAL OF A**  
15 **TEMPORARY SUBSTITUTE MOTOR VEHICLE TO THE MOTOR VEHICLE RENTAL**  
16 **COMPANY WITHIN 14 DAYS OF RECEIVING NOTICE OF THE RENTER'S ADVERSE**  
17 **EVENT, THE INSURANCE CARRIER THAT PROVIDES COVERAGE FOR THE RENTAL**  
18 **VEHICLE SHALL:**

19                   **1. CONTINUE TO BE THE PRIMARY SECURITY FOR THE**  
20 **PAYMENT OF STORAGE CHARGES AND RENTAL CHARGES FOR A TEMPORARY**  
21 **SUBSTITUTE MOTOR VEHICLE UNTIL THE CLAIM IS RESOLVED; AND**

22                   **2. HAVE A RIGHT OF SUBROGATION AGAINST THE**  
23 **INSURANCE CARRIER THAT PROVIDES COVERAGE TO THE RENTER FOR THE**  
24 **PAYMENT OF STORAGE CHARGES AND RENTAL CHARGES FOR A TEMPORARY**  
25 **SUBSTITUTE MOTOR VEHICLE.**

26                   **(IV) IF AN OWNER OF A RENTAL VEHICLE PROVIDES COVERAGE**  
27 **IN ACCORDANCE WITH SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE RENTAL**  
28 **AGREEMENT TO BE SIGNED BY THE RENTER SHALL CONTAIN A PROVISION ON THE**  
29 **FACE OF THE AGREEMENT, IN AT LEAST 10 POINT BOLD TYPE, THAT INFORMS THE**  
30 **INDIVIDUAL THAT, EXCEPT FOR COVERAGE PROVIDED BY THE MARYLAND**  
31 **AUTOMOBILE INSURANCE FUND, THE COVERAGE MAINTAINED BY THE RENTER OF**  
32 **THE RENTAL VEHICLE IS PRIMARY COVERAGE ON THE OWNER'S CONFIRMATION**  
33 **WITH THE INSURANCE CARRIER THAT PROVIDES COVERAGE TO THE RENTER THAT**  
34 **THE INSURANCE MAINTAINED BY THE RENTER PROVIDES VALID AND COLLECTIBLE**  
35 **COVERAGE IN THE AMOUNTS REQUIRED UNDER § 17-103(B) OF THIS ARTICLE TO**  
36 **THE OWNER'S VEHICLE WHILE IT IS USED AS A RENTAL VEHICLE.**

37                   **(b) Notwithstanding any provision of the rental agreement to the contrary, the**  
38 **security required under this section shall cover the owner of the vehicle and each person**

1 driving or using the vehicle with the permission of the owner or lessee.

2 (c) If the Administration finds that the vehicle owner has failed or is unable to  
3 maintain the required security, the Administration shall suspend the registration of the  
4 vehicle.

5 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
6 October 1, 2019.