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By: **Senator Astle**

Introduced and read first time: February 9, 2006

Assigned to: Rules

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A BILL ENTITLED

1 AN ACT concerning

2 **Insurance - Waiver of Customer Liability - Utility Providers**

3 FOR the purpose of providing that a waiver of customer liability by certain utility  
4 providers in a certain agreement between the customer and the utility provider  
5 is not considered insurance for purposes of the Insurance Article; and defining  
6 certain terms.

7 BY adding to  
8 Article - Insurance  
9 Section 1-203.1  
10 Annotated Code of Maryland  
11 (2003 Replacement Volume and 2005 Supplement)

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

14 **Article - Insurance**

15 1-203.1.

16 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS  
17 INDICATED.

18 (2) (I) "UTILITY PROVIDER" MEANS:

19 1. A PUBLIC OR PRIVATE PROVIDER OF ELECTRICITY, GAS,  
20 WATER, WASTEWATER, SOLID WASTE COLLECTION, OR SIMILAR SERVICE; OR

21 2. A PROVIDER OF COMMUNICATIONS SERVICES INVOLVING  
22 THE TRANSMISSION, CONVEYANCE, OR ROUTING OF VOICE, DATA, AUDIO, VIDEO, OR  
23 ANY OTHER INFORMATION OR SIGNALS, TO A POINT, OR BETWEEN OR AMONG  
24 POINTS, BY OR THROUGH AN ELECTRONIC, RADIO, SATELLITE, CABLE, OPTICAL,  
25 MICROWAVE, OR OTHER MEDIUM OR METHOD IN EXISTENCE NOW OR IN THE  
26 FUTURE, REGARDLESS OF THE PROTOCOL USED FOR TRANSMISSION.

1 (II) "UTILITY PROVIDER" INCLUDES CABLE SERVICE, INTERNET  
2 ACCESS SERVICE, VOICE OVER INTERNET SERVICE, TELEPHONE OR WIRELESS  
3 TELEPHONE SERVICE, AND OTHER SIMILAR PROVIDERS.

4 (3) "WAIVER OF CUSTOMER LIABILITY" MEANS AN OPTIONAL  
5 AGREEMENT:

6 (I) BETWEEN A UTILITY PROVIDER AND A CUSTOMER OF THE  
7 UTILITY PROVIDER;

8 (II) THAT IS CONTAINED IN:

9 1. THE AGREEMENT UNDER WHICH THE UTILITY PROVIDER  
10 PROVIDES SERVICES TO THE CUSTOMER; OR

11 2. A SEPARATE AGREEMENT BETWEEN THE UTILITY  
12 PROVIDER AND THE CUSTOMER; AND

13 (III) UNDER WHICH THE UTILITY PROVIDER AGREES, IN RETURN  
14 FOR A SPECIFIED CHARGE PAYABLE BY THE CUSTOMER TO THE UTILITY PROVIDER,  
15 TO WAIVE ALL OR PART OF THE CUSTOMER'S LIABILITY TO THE UTILITY PROVIDER  
16 FOR INCURRED CHARGES DURING A DEFINED PERIOD IN THE EVENT OF ANY OF THE  
17 FOLLOWING QUALIFYING EVENTS OR CONDITIONS INVOLVING THE CUSTOMER:

18 1. CALL TO ACTIVE MILITARY SERVICE;

19 2. INVOLUNTARY UNEMPLOYMENT;

20 3. DEATH;

21 4. DISABILITY;

22 5. HOSPITALIZATION;

23 6. MARRIAGE;

24 7. DIVORCE;

25 8. EVACUATION;

26 9. DISPLACEMENT DUE TO NATURAL DISASTER OR OTHER  
27 CAUSE;

28 10. QUALIFICATION FOR FAMILY LEAVE; OR

29 11. ANY OTHER SIMILAR EVENT OR CONDITION.

30 (B) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE TO THE CONTRARY,  
31 A WAIVER OF CUSTOMER LIABILITY IS NOT CONSIDERED INSURANCE FOR PURPOSES  
32 OF THIS ARTICLE.

1 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
2 October 1, 2006.