C4 6lr3315 CF 6lr3031

By: Senator Astle Introduced and read first time: February 9, 2006 Assigned to: Rules Re-referred to: Finance, February 16, 2006 Committee Report: Favorable Senate action: Adopted Read second time: March 27, 2006 CHAPTER____ 1 AN ACT concerning 2 Insurance - Waiver of Customer Liability - Utility Providers FOR the purpose of providing that a waiver of customer liability by certain utility providers in a certain agreement between the customer and the utility provider 4 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 (2003 Replacement Volume and 2005 Supplement) 11 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. IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS 16 (A) (1) 17 INDICATED. "UTILITY PROVIDER" MEANS: 18 (2) (I) 19 A PUBLIC OR PRIVATE PROVIDER OF ELECTRICITY, GAS, 20 WATER, WASTEWATER, SOLID WASTE COLLECTION, OR SIMILAR SERVICE; OR

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2. A PROVIDER OF COMMUNICATIONS SERVICES INVOLVING THE TRANSMISSION, CONVEYANCE, OR ROUTING OF VOICE, DATA, AUDIO, VIDEO, OR ANY OTHER INFORMATION OR SIGNALS, TO A POINT, OR BETWEEN OR AMONG POINTS, BY OR THROUGH AN ELECTRONIC, RADIO, SATELLITE, CABLE, OPTICAL, MICROWAVE, OR OTHER MEDIUM OR METHOD IN EXISTENCE NOW OR IN THE FUTURE, REGARDLESS OF THE PROTOCOL USED FOR TRANSMISSION.		
8 ACCESS SERVICE, V	OICE OVER IN	TY PROVIDER" INCLUDES CABLE SERVICE, INTERNET NTERNET SERVICE, TELEPHONE OR WIRELESS R SIMILAR PROVIDERS.
10 (3) 11 AGREEMENT:	"WAIVER OF C	CUSTOMER LIABILITY" MEANS AN OPTIONAL
12 13 UTILITY PROVIDER	` /	EEN A UTILITY PROVIDER AND A CUSTOMER OF THE
14	(II) THAT	IS CONTAINED IN:
15 16 PROVIDES SERVICE	1. ES TO THE CUS	THE AGREEMENT UNDER WHICH THE UTILITY PROVIDER STOMER; OR
17 2. A SEPARATE AGREEMENT BETWEEN THE UTILITY 18 PROVIDER AND THE CUSTOMER; AND		
19 (III) UNDER WHICH THE UTILITY PROVIDER AGREES, IN RETURN 20 FOR A SPECIFIED CHARGE PAYABLE BY THE CUSTOMER TO THE UTILITY PROVIDER, 21 TO WAIVE ALL OR PART OF THE CUSTOMER'S LIABILITY TO THE UTILITY PROVIDER 22 FOR INCURRED CHARGES DURING A DEFINED PERIOD IN THE EVENT OF ANY OF THE 23 FOLLOWING QUALIFYING EVENTS OR CONDITIONS INVOLVING THE CUSTOMER:		
24	1.	CALL TO ACTIVE MILITARY SERVICE;
25	2.	INVOLUNTARY UNEMPLOYMENT;
26	3.	DEATH;
27	4.	DISABILITY;
28	5.	HOSPITALIZATION;
29	6.	MARRIAGE;
30	7.	DIVORCE;
31	8.	EVACUATION;
32 33 CAUSE;	9.	DISPLACEMENT DUE TO NATURAL DISASTER OR OTHER
34	10.	QUALIFICATION FOR FAMILY LEAVE; OR

- 1 11. ANY OTHER SIMILAR EVENT OR CONDITION.
- 2 (B) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE TO THE CONTRARY,
- 3 A WAIVER OF CUSTOMER LIABILITY IS NOT CONSIDERED INSURANCE FOR PURPOSES
- 4 OF THIS ARTICLE.
- 5 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
- 6 October 1, 2006.