

HOUSE BILL 1193

I3, R7

3lr2223

By: **Delegate Hornberger**

Introduced and read first time: February 10, 2023

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Consumer Protection – Motor Vehicles – Right to Repair**

3 FOR the purpose of requiring a manufacturer of certain motor vehicles to provide certain
4 information and tools related to the diagnosis, service, and repair of motor vehicles
5 to certain owners and independent repair facilities under certain circumstances;
6 requiring a manufacturer that sells motor vehicles with telematics systems to install
7 an open data platform in certain motor vehicles; requiring the Consumer Protection
8 Division of the Office of the Attorney General to develop a certain document relating
9 to telematics systems and certain consumer rights; requiring a manufacturer to give
10 certain consumers a certain document during a certain time in the purchase of
11 certain motor vehicles; and generally relating to the right to repair motor vehicles.

12 BY repealing and reenacting, with amendments,
13 Article – Commercial Law
14 Section 13–301(14)(xxxv)
15 Annotated Code of Maryland
16 (2013 Replacement Volume and 2022 Supplement)

17 BY repealing and reenacting, without amendments,
18 Article – Commercial Law
19 Section 13–301(14)(xxxvi)
20 Annotated Code of Maryland
21 (2013 Replacement Volume and 2022 Supplement)

22 BY adding to
23 Article – Commercial Law
24 Section 13–301(14)(xxxvii); and 14–4501 through 14–4509 to be under the new
25 subtitle “Subtitle 45. Motor Vehicle Repair”
26 Annotated Code of Maryland
27 (2013 Replacement Volume and 2022 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

3 **Article – Commercial Law**

4 13–301.

5 Unfair, abusive, or deceptive trade practices include any:

6 (14) Violation of a provision of:

7 (xxxv) Section 11–210 of the Education Article; [or]

8 (xxxvi) Title 14, Subtitle 44 of this article; or

9 **(XXXVII) TITLE 14, SUBTITLE 45 OF THIS ARTICLE; OR**

10 **SUBTITLE 45. MOTOR VEHICLE REPAIR.**

11 **14–4501.**

12 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
13 **INDICATED.**

14 **(B) “DEALER” HAS THE MEANING STATED IN § 11–111 OF THE**
15 **TRANSPORTATION ARTICLE.**

16 **(C) “FRANCHISE AGREEMENT” MEANS AN ORAL OR WRITTEN**
17 **ARRANGEMENT IN WHICH:**

18 **(1) A MANUFACTURER GRANTS A LICENSE TO A DEALER TO USE A**
19 **TRADE NAME, SERVICE MARK, OR RELATED CHARACTERISTIC; AND**

20 **(2) THERE IS A COMMUNITY OF INTEREST IN THE MARKETING OF NEW**
21 **MOTOR VEHICLES OR RELATED SERVICES AT WHOLESALE, RETAIL, LEASING, OR**
22 **OTHERWISE.**

23 **(D) “HEAVY DUTY VEHICLE” MEANS A VEHICLE HAVING A GROSS VEHICLE**
24 **WEIGHT RATING OF MORE THAN 14,000 POUNDS.**

25 **(E) “IMMOBILIZER SYSTEM” MEANS AN ELECTRONIC DEVICE DESIGNED**
26 **FOR THE SOLE PURPOSE OF PREVENTING THE THEFT OF A MOTOR VEHICLE BY**
27 **PREVENTING THE MOTOR VEHICLE IN WHICH IT IS INSTALLED FROM STARTING**
28 **WITHOUT THE CORRECT ACTIVATION OR AUTHORIZATION CODE.**

1 **(F) (1) “INDEPENDENT REPAIR FACILITY” MEANS A PERSON THAT IS NOT**
2 **AFFILIATED WITH A MANUFACTURER OR A MANUFACTURER’S AUTHORIZED DEALER**
3 **THAT DIAGNOSES, SERVICES, MAINTAINS, OR REPAIRS MOTOR VEHICLES OR MOTOR**
4 **VEHICLE ENGINES.**

5 **(2) “INDEPENDENT REPAIR FACILITY” INCLUDES A DEALER WHEN**
6 **THE DEALER DIAGNOSES, SERVICES, MAINTAINS, OR REPAIRS MOTOR VEHICLES OR**
7 **MOTOR VEHICLE ENGINES THAT ARE NOT AFFILIATED WITH THE DEALER’S**
8 **FRANCHISE MANUFACTURER.**

9 **(G) “MANUFACTURER” HAS THE MEANING STATED IN § 11-132 OF THE**
10 **TRANSPORTATION ARTICLE.**

11 **(H) “MOTOR VEHICLE” HAS THE MEANING STATED IN § 11-135 OF THE**
12 **TRANSPORTATION ARTICLE.**

13 **(I) “OWNER” MEANS A PERSON THAT OWNS OR LEASES A MOTOR VEHICLE**
14 **REGISTERED IN THE STATE.**

15 **(J) (1) “TELEMATICS INFORMATION” MEANS INFORMATION GENERATED**
16 **AND COLLECTED BY THE OPERATION OF THE VEHICLE AND TRANSMITTED BY USING**
17 **WIRELESS COMMUNICATIONS TO A REMOTE RECEIVING POINT WHERE THE**
18 **INFORMATION IS STORED.**

19 **(2) “TELEMATICS INFORMATION” INCLUDES:**

20 **(I) REMOTE DIAGNOSTICS INFORMATION;**

21 **(II) AUTOMATIC AIRBAG DEPLOYMENT AND CRASH**
22 **NOTIFICATIONS;**

23 **(III) STOLEN VEHICLE LOCATIONS;**

24 **(IV) NAVIGATION INFORMATION;**

25 **(V) REMOTE DOOR UNLOCK;**

26 **(VI) TRANSMISSION OF EMERGENCY AND VEHICLE LOCATION**
27 **INFORMATION TO PUBLIC SAFETY ANSWERING POINTS; AND**

28 **(VII) ANY OTHER SERVICE INTEGRATING VEHICLE LOCATION**
29 **TECHNOLOGY AND WIRELESS COMMUNICATIONS.**

1 **(K) “TELEMATICS SYSTEM” MEANS A TELEMATICS SERVICE OR OTHER**
2 **REMOTE OR INFORMATION SERVICE, DELIVERED TO OR DERIVED FROM A MOTOR**
3 **VEHICLE BY WIRELESS COMMUNICATIONS.**

4 **(L) “TRADE SECRET” HAS THE MEANING STATED IN § 11-1201 OF THIS**
5 **ARTICLE.**

6 **14-4502.**

7 **FOR PURPOSES OF THIS SUBTITLE, WHEN DECIDING WHETHER AN OFFER TO**
8 **PURCHASE INFORMATION OR TOOLS UNDER THIS SUBTITLE IS GIVEN ON “FAIR AND**
9 **REASONABLE TERMS”, CONSIDERATION MAY BE GIVEN TO THE FOLLOWING**
10 **FACTORS:**

11 **(1) THE NET COST TO A MANUFACTURER FRANCHISED DEALERSHIP**
12 **FOR SIMILAR INFORMATION OBTAINED FROM MANUFACTURERS, MINUS ANY**
13 **DISCOUNTS, REBATES, OR OTHER INCENTIVE PROGRAMS;**

14 **(2) THE COST TO A MANUFACTURER FOR PREPARING AND**
15 **DISTRIBUTING THE INFORMATION;**

16 **(3) THE PRICE CHARGED BY OTHER MANUFACTURERS FOR SIMILAR**
17 **INFORMATION;**

18 **(4) THE ABILITY OF AFTERMARKET TECHNICIANS TO AFFORD THE**
19 **INFORMATION;**

20 **(5) THE MEANS BY WHICH THE INFORMATION IS DISTRIBUTED;**

21 **(6) THE EXTENT TO WHICH THE INFORMATION IS USED, INCLUDING**
22 **THE NUMBER OF USERS AND THE FREQUENCY, DURATION, AND VOLUME OF USE;**
23 **AND**

24 **(7) INFLATION.**

25 **14-4503.**

26 **(A) NOTHING IN THIS SUBTITLE MAY BE CONSTRUED TO REQUIRE A**
27 **MANUFACTURER TO DIVULGE A TRADE SECRET.**

28 **(B) NOTHING IN THIS SUBTITLE MAY BE CONSTRUED TO REQUIRE A**
29 **MANUFACTURER OR DEALER TO PROVIDE AN OWNER OR INDEPENDENT REPAIR**

1 FACILITY ACCESS TO NON-DIAGNOSTIC AND REPAIR INFORMATION PROVIDED TO A
2 MANUFACTURER OR DEALER IN ACCORDANCE WITH THE TERMS OF A FRANCHISE
3 AGREEMENT.

4 (C) (1) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, NOTHING IN
5 THIS SUBTITLE MAY BE CONSTRUED TO ABROGATE, INTERFERE WITH, CONTRADICT,
6 OR ALTER THE TERMS OF A FRANCHISE AGREEMENT BETWEEN A DEALER AND A
7 MANUFACTURER, INCLUDING THE PERFORMANCE OF WARRANTY OR RECALL
8 REPAIR WORK BY A DEALER ON BEHALF OF A MANUFACTURER IN ACCORDANCE
9 WITH THE FRANCHISE AGREEMENT.

10 (2) A FRANCHISE AGREEMENT MAY NOT INCLUDE PROVISIONS THAT
11 WAIVE, AVOID, RESTRICT, OR LIMIT A MANUFACTURER'S COMPLIANCE WITH THIS
12 SUBTITLE.

13 (D) NOTHING IN THIS SUBTITLE MAY BE CONSTRUED TO REQUIRE A
14 MANUFACTURER OR A DEALER TO DISCLOSE THE IDENTITY OF EXISTING
15 CUSTOMERS OR CUSTOMER LISTS.

16 (E) NOTHING IN THIS SUBTITLE MAY BE CONSTRUED TO ABROGATE A
17 TELEMATICS SERVICES CONTRACT OR OTHER CONTRACT THAT EXISTS BETWEEN A
18 MANUFACTURER OR SERVICE PROVIDER, AN OWNER, OR A DEALER.

19 14-4504.

20 (A) EXCEPT AS PROVIDED IN SUBSECTION (E) OF THIS SECTION, FOR MODEL
21 YEAR 2002 MOTOR VEHICLES AND EACH MODEL YEAR THEREAFTER AND MODEL
22 YEAR 2013 HEAVY DUTY VEHICLES AND EACH MODEL YEAR THEREAFTER, A
23 MANUFACTURER SHALL MAKE AVAILABLE FOR PURCHASE BY OWNERS AND
24 INDEPENDENT REPAIR FACILITIES THE SAME DIAGNOSTIC AND REPAIR
25 INFORMATION THAT THE MANUFACTURER MAKES AVAILABLE TO THE
26 MANUFACTURER'S DEALERS THROUGH THE MANUFACTURER'S INTERNET-BASED
27 DIAGNOSTIC AND REPAIR INFORMATION SYSTEM OR OTHER ELECTRONICALLY
28 ACCESSIBLE MANUFACTURER'S REPAIR INFORMATION SYSTEM.

29 (B) ALL CONTENT IN A MANUFACTURER'S REPAIR INFORMATION SYSTEM
30 SHALL BE MADE AVAILABLE TO OWNERS AND TO INDEPENDENT REPAIR FACILITIES
31 IN THE SAME FORM AND MANNER AND TO THE SAME EXTENT AS IT IS MADE
32 AVAILABLE TO DEALERS USING THE DIAGNOSTIC AND REPAIR INFORMATION
33 SYSTEM.

1 (C) A MANUFACTURER SHALL ALLOW OWNERS AND INDEPENDENT REPAIR
2 FACILITIES TO PURCHASE THE MANUFACTURER'S DIAGNOSTIC AND REPAIR
3 INFORMATION:

4 (1) ON A DAILY, MONTHLY, OR YEARLY SUBSCRIPTION BASIS; AND

5 (2) ON FAIR AND REASONABLE TERMS.

6 (D) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, A
7 MANUFACTURER MAY NOT REQUIRE A DEALER TO PURCHASE DIAGNOSTIC,
8 SERVICE, OR REPAIR INFORMATION IN A PROPRIETARY FORMAT IF THE
9 MANUFACTURER SELLS DIAGNOSTIC, SERVICE, OR REPAIR INFORMATION TO AN
10 INDEPENDENT REPAIR FACILITY OR OTHER THIRD-PARTY PROVIDER:

11 (I) IN A FORMAT THAT IS STANDARDIZED WITH OTHER
12 MANUFACTURERS; AND

13 (II) ON TERMS AND CONDITIONS MORE FAVORABLE THAN THE
14 MANNER AND THE TERMS AND CONDITIONS UNDER WHICH A DEALER OBTAINS THE
15 SAME DIAGNOSTIC, SERVICE, OR REPAIR INFORMATION.

16 (2) A MANUFACTURER MAY REQUIRE A DEALER TO PURCHASE
17 DIAGNOSTIC, SERVICE, OR REPAIR INFORMATION IN A PROPRIETARY FORMAT IF
18 THE PROPRIETARY FORMAT INCLUDES DIAGNOSTIC, SERVICE, REPAIR, OR
19 DEALERSHIP OPERATIONS INFORMATION OR FUNCTIONALITY THAT IS NOT
20 AVAILABLE IN THE STANDARDIZED FORMAT.

21 (E) (1) A MANUFACTURER MAY EXCLUDE DIAGNOSTIC, SERVICE, AND
22 REPAIR INFORMATION NECESSARY TO RESET AN IMMOBILIZER SYSTEM OR
23 SECURITY-RELATED ELECTRONIC MODULES FROM INFORMATION PROVIDED TO
24 OWNERS AND INDEPENDENT REPAIR FACILITIES.

25 (2) IF A MANUFACTURER EXCLUDES INFORMATION IN ACCORDANCE
26 WITH PARAGRAPH (1) OF THIS SUBSECTION, AN OWNER OR INDEPENDENT REPAIR
27 FACILITY MAY OBTAIN THE INFORMATION THROUGH THE NATIONAL AUTOMOTIVE
28 SERVICE TASK FORCE OR ANOTHER RELIABLE AND ACCEPTED SYSTEM.

29 14-4505.

30 (A) (1) FOR MODEL YEAR 2002 MOTOR VEHICLES AND EACH MODEL YEAR
31 THEREAFTER AND MODEL YEAR 2013 HEAVY DUTY VEHICLES AND EACH MODEL
32 YEAR THEREAFTER, A MANUFACTURER SHALL MAKE AVAILABLE FOR PURCHASE BY
33 OWNERS AND INDEPENDENT REPAIR FACILITIES ALL DIAGNOSTIC REPAIR TOOLS

1 INCORPORATING THE SAME DIAGNOSTIC, REPAIR, AND WIRELESS CAPABILITIES
2 THAT THE MANUFACTURER MAKES AVAILABLE TO THE MANUFACTURER'S DEALERS.

3 (2) THE TOOLS UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL
4 INCORPORATE THE SAME FUNCTIONAL REPAIR CAPABILITIES THAT THE
5 MANUFACTURER MAKES AVAILABLE TO DEALERS.

6 (3) A MANUFACTURER SHALL OFFER THE TOOLS FOR SALE TO
7 OWNERS AND TO INDEPENDENT REPAIR FACILITIES ON FAIR AND REASONABLE
8 TERMS.

9 (B) (1) IF A MANUFACTURER SELLS DIAGNOSTIC TOOLS OR
10 INFORMATION NECESSARY TO DIAGNOSE, SERVICE, OR REPAIR A MOTOR VEHICLE
11 TO AN INDEPENDENT REPAIR FACILITY ON TERMS THAT ARE MORE FAVORABLE
12 THAN THE TERMS AND CONDITIONS THAT ARE OFFERED TO A DEALER FOR THE SAME
13 DIAGNOSTIC TOOLS OR INFORMATION, THE MANUFACTURER SHALL OFFER THE
14 DIAGNOSTIC TOOLS OR INFORMATION TO THE DEALER IN THE SAME MANNER AND
15 ON THE SAME TERMS AND CONDITIONS AS PROVIDED TO THE INDEPENDENT REPAIR
16 FACILITY.

17 (2) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS
18 PARAGRAPH, A MANUFACTURER MAY NOT REQUIRE A DEALER TO PURCHASE A
19 PROPRIETARY TOOL AND INTERFACE IF:

20 1. THE MANUFACTURER SELLS DIAGNOSTIC TOOLS
21 NECESSARY TO DIAGNOSE, SERVICE, OR REPAIR A MOTOR VEHICLE TO
22 INDEPENDENT REPAIR FACILITIES; AND

23 2. THE DIAGNOSTIC TOOL COMMUNICATES WITH THE
24 VEHICLE USING THE SAME NONPROPRIETARY INTERFACE USED BY OTHER
25 MANUFACTURERS.

26 (II) A MANUFACTURER MAY REQUIRE A DEALER TO PURCHASE
27 A PROPRIETARY TOOL AND INTERFACE IF THE PROPRIETARY INTERFACE HAS A
28 CAPABILITY THAT IS NOT AVAILABLE IN THE NONPROPRIETARY INTERFACE.

29 (C) (1) A MANUFACTURER SHALL PROVIDE DIAGNOSTIC REPAIR
30 INFORMATION TO AFTERMARKET SCAN TOOL COMPANIES AND THIRD-PARTY
31 SERVICE INFORMATION PROVIDERS WITH WHOM THE MANUFACTURER HAS A
32 LICENSING, CONTRACTUAL, OR CONFIDENTIALITY AGREEMENT FOR THE SOLE
33 PURPOSE OF BUILDING AFTERMARKET DIAGNOSTIC TOOLS AND THIRD-PARTY
34 SERVICE INFORMATION PUBLICATIONS AND SYSTEMS.

1 **(2) A MANUFACTURER THAT COMPLIES WITH THE REQUIREMENTS OF**
2 **PARAGRAPH (1) OF THIS SUBSECTION IS NOT RESPONSIBLE FOR THE CONTENT AND**
3 **FUNCTIONALITY OF AFTERMARKET DIAGNOSTIC TOOLS OR SERVICE INFORMATION**
4 **SYSTEMS.**

5 **14-4506.**

6 **(A) THIS SECTION DOES NOT APPLY TO A HEAVY DUTY VEHICLE BUILT TO**
7 **CUSTOM SPECIFICATIONS SOLD FOR COMMERCIAL PURPOSES.**

8 **(B) BEGINNING IN MODEL YEAR 2018, EXCEPT AS PROVIDED IN §**
9 **14-4504(E) OF THIS SUBTITLE, A MANUFACTURER SHALL PROVIDE ACCESS TO:**

10 **(1) THE MANUFACTURER'S ONBOARD DIAGNOSTIC AND REPAIR**
11 **INFORMATION SYSTEM USING AN OFF-THE-SHELF PERSONAL COMPUTER WITH**
12 **SUFFICIENT MEMORY, PROCESSOR SPEED, CONNECTIVITY, AND OTHER**
13 **CAPABILITIES AS SPECIFIED BY THE VEHICLE MANUFACTURER; AND**

14 **(2) ONE OF THE FOLLOWING:**

15 **(I) A NONPROPRIETARY VEHICLE INTERFACE DEVICE THAT**
16 **COMPLIES WITH:**

17 **1. THE SOCIETY OF AUTOMOTIVE ENGINEERS**
18 **STANDARD J2534;**

19 **2. THE SOCIETY OF AUTOMOTIVE ENGINEERS**
20 **STANDARD J1939;**

21 **3. THE INTERNATIONAL ORGANIZATION FOR**
22 **STANDARDIZATION STANDARD 22900; OR**

23 **4. ANY SUCCESSOR TO THE STANDARDS LISTED IN**
24 **ITEMS 1 THROUGH 3 OF THIS ITEM AS ACCEPTED OR PUBLISHED BY THE SOCIETY**
25 **OF AUTOMOTIVE ENGINEERS OR THE INTERNATIONAL ORGANIZATION FOR**
26 **STANDARDIZATION;**

27 **(II) AN ONBOARD DIAGNOSTIC AND REPAIR INFORMATION**
28 **SYSTEM INTEGRATED AND ENTIRELY SELF-CONTAINED WITHIN THE VEHICLE,**
29 **INCLUDING SERVICE INFORMATION SYSTEMS INTEGRATED INTO AN ONBOARD**
30 **DISPLAY; OR**

1 **(III) A SYSTEM THAT PROVIDES DIRECT ACCESS TO ONBOARD**
2 **DIAGNOSTIC AND REPAIR INFORMATION THROUGH A NONPROPRIETARY VEHICLE**
3 **INTERFACE, SUCH AS ETHERNET, UNIVERSAL SERIAL BUS, OR DIGITAL VERSATILE**
4 **DISC.**

5 **(C) A MANUFACTURER SHALL PROVIDE OWNERS AND INDEPENDENT**
6 **REPAIR FACILITIES WITH THE SAME ACCESS TO ONBOARD DIAGNOSTIC AND REPAIR**
7 **INFORMATION THAT IS AVAILABLE TO THE MANUFACTURER'S DEALERS, INCLUDING**
8 **TECHNICAL UPDATES TO THE ONBOARD SYSTEMS, THROUGH THE**
9 **NONPROPRIETARY VEHICLE INTERFACES UNDER SUBSECTION (B)(2)(I) OF THIS**
10 **SECTION.**

11 **(D) NOTHING IN THIS SUBTITLE MAY BE CONSTRUED TO REQUIRE A DEALER**
12 **TO USE A NONPROPRIETARY VEHICLE INTERFACE SPECIFIED IN THIS SECTION OR**
13 **TO PREVENT A MANUFACTURER FROM DEVELOPING A PROPRIETARY VEHICLE**
14 **DIAGNOSTIC AND REPROGRAMMING DEVICE IF THE MANUFACTURER:**

15 **(1) COMPLIES WITH THIS SECTION;**

16 **(2) MAKES THE DEVICE AVAILABLE TO OWNERS AND INDEPENDENT**
17 **REPAIR FACILITIES ON FAIR AND REASONABLE TERMS; AND**

18 **(3) OTHERWISE COMPLIES WITH § 14-4504 OF THIS SUBTITLE.**

19 **(E) A MANUFACTURER MAY NOT BE PROHIBITED FROM MAKING**
20 **PROPRIETARY TOOLS AVAILABLE TO DEALERS IF THE TOOLS ARE:**

21 **(1) FOR A SPECIFIC SPECIALIZED DIAGNOSTIC OR REPAIR**
22 **PROCEDURE DEVELOPED FOR THE SOLE PURPOSE OF A CUSTOMER SERVICE**
23 **CAMPAIGN MEETING THE REQUIREMENTS SET OUT IN 49 C.F.R. 579.5; OR**

24 **(2) FOR THE PERFORMANCE OF A SPECIFIC TECHNICAL SERVICE**
25 **BULLETIN OR RECALL:**

26 **(I) AFTER THE MOTOR VEHICLE WAS PRODUCED; AND**

27 **(II) WHERE THE ORIGINAL MOTOR VEHICLE DESIGN WAS NOT**
28 **ORIGINALLY INTENDED FOR DIRECT INTERFACE THROUGH A**
29 **NONPROPRIETARY INTERFACE SET OUT UNDER SUBSECTION (B)(2)(I) OF THIS**
30 **SECTION.**

31 **(F) IF A PROPRIETARY TOOL IS AVAILABLE TO THE AFTERMARKET ON FAIR**
32 **AND REASONABLE TERMS, PROVISION OF A PROPRIETARY TOOL UNDER THIS**

1 SECTION IS NOT A VIOLATION OF THIS SUBTITLE EVEN IF THE TOOLS PROVIDE
2 FUNCTIONS NOT AVAILABLE THROUGH A NONPROPRIETARY VEHICLE INTERFACE
3 SET FORTH UNDER SUBSECTION (B)(2)(I) OF THIS SECTION.

4 (G) NOTHING IN THIS PARAGRAPH AUTHORIZES A MANUFACTURER TO
5 EXCLUSIVELY DEVELOP PROPRIETARY TOOLS, WITHOUT A NONPROPRIETARY
6 EQUIVALENT, FOR DIAGNOSTIC OR REPAIR PROCEDURES THAT FALL OUTSIDE THE
7 PROVISIONS OF THIS SECTION OR TO OTHERWISE OPERATE IN A MANNER
8 INCONSISTENT WITH SUBSECTION (B)(2)(I) OF THIS SECTION.

9 14-4507.

10 (A) A MANUFACTURER THAT SELLS MOTOR VEHICLES EQUIPPED WITH A
11 TELEMATICS SYSTEM SHALL INSTALL AN OPEN DATA PLATFORM IN EACH MOTOR
12 VEHICLE WITH A TELEMATICS SYSTEM BEGINNING WITH MODEL YEAR 2025.

13 (B) A TELEMATICS SYSTEM INSTALLED UNDER THIS SECTION SHALL BE:

14 (1) STANDARDIZED ACROSS ALL MAKES AND MODELS OF MOTOR
15 VEHICLES; AND

16 (2) INSTALLED BY AN INDEPENDENT THIRD-PARTY PROVIDER.

17 (C) AN OWNER SHALL BE ABLE TO:

18 (1) EASILY ACCESS THE INFORMATION IN THE TELEMATICS SYSTEM;
19 AND

20 (2) EASILY GIVE CONSENT TO AN INDEPENDENT REPAIR FACILITY TO:

21 (i) ACCESS THE TELEMATICS INFORMATION; AND

22 (ii) SEND COMMANDS TO THE MOTOR VEHICLE'S SYSTEM FOR
23 DIAGNOSTIC TESTING, REPAIR, OR MAINTENANCE.

24 14-4508.

25 (A) THE DIVISION SHALL DEVELOP A DOCUMENT THAT EXPLAINS:

26 (1) WHAT A TELEMATICS SYSTEM IS; AND

27 (2) AN OWNER'S RIGHTS RELATING TO:

1 **(I) A TELEMATICS SYSTEM; AND**

2 **(II) ACCESS TO INFORMATION AND TOOLS RELATING TO THE**
3 **OWNER'S MOTOR VEHICLE.**

4 **(B) A MOTOR VEHICLE DEALER SHALL GIVE A CONSUMER WHO BUYS A**
5 **MOTOR VEHICLE WITH A TELEMATICS SYSTEM THE DOCUMENT DEVELOPED UNDER**
6 **SUBSECTION (A) OF THIS SECTION AT THE TIME OF THE PURCHASE OF THE MOTOR**
7 **VEHICLE.**

8 **14-4509.**

9 **(A) SUBJECT TO SUBSECTION (C) OF THIS SECTION, A VIOLATION OF THIS**
10 **SUBTITLE IS:**

11 **(1) AN UNFAIR, ABUSIVE, OR DECEPTIVE TRADE PRACTICE WITHIN**
12 **THE MEANING OF TITLE 13 OF THIS ARTICLE; AND**

13 **(2) SUBJECT TO THE ENFORCEMENT AND PENALTY PROVISIONS**
14 **CONTAINED IN TITLE 13 OF THIS ARTICLE.**

15 **(B) (1) AN INDEPENDENT REPAIR FACILITY OR OWNER THAT BELIEVES**
16 **THAT A MANUFACTURER HAS FAILED TO PROVIDE INFORMATION OR A TOOL**
17 **REQUIRED BY THIS SUBTITLE SHALL NOTIFY THE MANUFACTURER, IN WRITING,**
18 **THROUGH THE NATIONAL AUTOMOTIVE SERVICE TASK FORCE SERVICE**
19 **INFORMATION REQUEST PROCESS.**

20 **(2) IF A MANUFACTURER IS NOTIFIED IN ACCORDANCE WITH**
21 **PARAGRAPH (1) OF THIS SUBSECTION, THE MANUFACTURER MAY CURE THE**
22 **FAILURE WITHIN 30 DAYS AFTER THE TIME THE MANUFACTURER RECEIVES THE**
23 **COMPLAINT TO CURE THE FAILURE.**

24 **(3) IF THE MANUFACTURER CURES THE FAILURE WITHIN THE CURE**
25 **PERIOD DESCRIBED IN PARAGRAPH (2) OF THIS SUBSECTION, DAMAGES SHALL BE**
26 **LIMITED TO ACTUAL DAMAGES IN ANY SUBSEQUENT LITIGATION IN ACCORDANCE**
27 **WITH TITLE 13 OF THIS ARTICLE.**

28 **(C) (1) IF A MANUFACTURER FAILS TO RESPOND TO THE NOTICE**
29 **PROVIDED IN ACCORDANCE WITH SUBSECTION (B) OF THIS SECTION, OR IF AN**
30 **OWNER OR INDEPENDENT REPAIR FACILITY IS NOT SATISFIED WITH THE**
31 **MANUFACTURER'S CURE, THE INDEPENDENT REPAIR FACILITY OR OWNER MAY**
32 **BRING AN ACTION AGAINST THE MANUFACTURER IN ACCORDANCE WITH § 13-408**
33 **OF THIS ARTICLE.**

1 **(2) A COMPLAINT FILED IN ACCORDANCE WITH PARAGRAPH (1) OF**
2 **THIS SUBSECTION SHALL INCLUDE:**

3 **(I) WRITTEN CONFIRMATION THAT THE OWNER OR**
4 **INDEPENDENT REPAIR FACILITY VISITED THE MANUFACTURER’S WEBSITE AND**
5 **ATTEMPTED TO EFFECT A PROPER REPAIR USING INFORMATION PROVIDED ON THE**
6 **WEBSITE, INCLUDING COMMUNICATION WITH CUSTOMER ASSISTANCE THROUGH**
7 **THE MANUFACTURER’S TOLL-FREE CALL-IN ASSISTANCE, IF MADE AVAILABLE BY**
8 **THE MANUFACTURER;**

9 **(II) WRITTEN CONFIRMATION THAT THE OWNER OR**
10 **INDEPENDENT REPAIR FACILITY OBTAINED AND USED THE RELEVANT**
11 **MANUFACTURER’S SCAN OR DIAGNOSTIC TOOL NECESSARY FOR THE REPAIR; AND**

12 **(III) EVIDENCE THAT THE MANUFACTURER WAS NOTIFIED IN**
13 **ACCORDANCE WITH SUBSECTION (B) OF THIS SECTION.**

14 **(D) A DEALER MAY EXERCISE THE RIGHTS AND REMEDIES PROVIDED IN**
15 **THIS SUBTITLE, INCLUDING EXERCISING THE RIGHTS AND REMEDIES AUTHORIZED**
16 **FOR AN INDEPENDENT REPAIR FACILITY.**

17 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
18 **October 1, 2023.**