

SENATE BILL 771

C4, R5
HB 1187/23 – ECM

5lr2938

By: **Senator Gile**

Introduced and read first time: January 27, 2025

Assigned to: Finance

A BILL ENTITLED

1 AN ACT concerning

2 **Peer-to-Peer Car Sharing Programs – Insurance and Liability**

3 FOR the purpose of repealing certain provisions of law authorizing a peer-to-peer car
4 sharing program’s motor vehicle liability insurance policy on a replacement vehicle
5 to be secondary coverage for a shared vehicle driver; altering certain motor vehicle
6 liability insurance requirements applicable to peer-to-peer car sharing programs;
7 providing that the Maryland Automobile Insurance Fund is not required to provide
8 coverage to a shared vehicle drive for the use of a shared vehicle that is not a
9 replacement vehicle; requiring certain insurance coverage to be in a certain amount
10 up to certain minimum coverage amounts if a claim arises out of an occurrence
11 during the car sharing period in another state that has higher minimum financial
12 responsibility limits; repealing certain provisions of law prohibiting certain insurers
13 to take certain action with respect to a personal motor vehicle liability insurance
14 policy of a shared vehicle owner solely on the basis that a certain vehicle has been
15 made available for sharing through a peer-to-peer car sharing program except
16 under certain circumstances; providing that certain provisions of law do not
17 invalidate or limit exclusions contained in a motor vehicle liability insurance policy;
18 authorizing a peer-to-peer car sharing program to transfer monetary liability and
19 charge a shared vehicle driver for certain tolls, fees, charges, or fines imposed under
20 certain circumstances; excluding a peer-to-peer car sharing program from the
21 definition of “owner” for purpose of citations issued for violations recorded by a traffic
22 control signal monitoring system; and generally relating to peer-to-peer car sharing
23 programs.

24 BY repealing

25 Article – Insurance

26 Section 10–6A–05

27 Annotated Code of Maryland

28 (2017 Replacement Volume and 2024 Supplement)

29 BY repealing and reenacting, with amendments,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Article – Insurance
2 Section 19–520
3 Annotated Code of Maryland
4 (2017 Replacement Volume and 2024 Supplement)

5 BY repealing and reenacting, with amendments,
6 Article – Transportation
7 Section 18.5–102, 18.5–108, and 21–202.1(a)(3)
8 Annotated Code of Maryland
9 (2020 Replacement Volume and 2024 Supplement)

10 BY repealing and reenacting, without amendments,
11 Article – Transportation
12 Section 21–202.1(a)(1) and (5) and (d)(1)
13 Annotated Code of Maryland
14 (2020 Replacement Volume and 2024 Supplement)

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

17 **Article – Insurance**

18 [10–6A–05.

19 (a) Except as provided in subsection (b) of this section, an insurance policy sold in
20 connection with, and incidental to, a peer-to-peer car sharing program agreement under
21 the provisions of this subtitle is primary to any other valid and collectible coverage.

22 (b) Any insurance sold to a shared vehicle driver under the provisions of this
23 subtitle is not primary to the coverage provided by the peer-to-peer car sharing program
24 under § 19–520(d)(1) of this article.]

25 19–520.

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

27 (2) “Car sharing delivery period” means the period of time during which a
28 shared motor vehicle is being delivered to the location of the car sharing start time, as
29 documented by the shared vehicle owner under a peer-to-peer car sharing program
30 agreement.

31 (3) “Car sharing period” means the period of time that commences with the
32 car sharing delivery period and ends at the car sharing termination time.

33 (4) “Car sharing start time” means the time when a shared motor vehicle
34 becomes subject to the control of the shared vehicle driver at or after the time the

1 reservation of a shared motor vehicle is scheduled to begin as documented in the records of
2 a peer-to-peer car sharing program.

3 (5) “Car sharing termination time” means:

4 (i) the time when the shared motor vehicle is returned to the
5 location designated by the shared vehicle owner through a peer-to-peer car sharing
6 program; and

7 (ii) the earliest of the following occurs:

8 1. the expiration of the agreed period of time established for
9 the use of the shared motor vehicle;

10 2. the intent to terminate the use of the shared motor vehicle
11 is verifiably communicated to the peer-to-peer car sharing program; or

12 3. the shared vehicle owner, or the shared vehicle owner’s
13 authorized designee, takes possession and control of the shared motor vehicle.

14 (6) “Intentional or fraudulent material misrepresentation” means an
15 affirmative statement or an omission by a shared vehicle owner that misrepresents
16 material facts about the shared vehicle owner or the shared motor vehicle.

17 (7) “Motor vehicle” has the meaning stated in § 11-135 of the
18 Transportation Article.

19 (8) “Peer-to-peer car sharing” means the authorized use of a motor vehicle
20 by an individual other than the vehicle’s owner through a peer-to-peer car sharing
21 program.

22 (9) “Peer-to-peer car sharing program” means a platform that is in the
23 business of connecting vehicle owners with drivers to enable the sharing of motor vehicles
24 for financial consideration.

25 (10) “Peer-to-peer car sharing program agreement” means the written
26 terms and conditions applicable to a shared vehicle owner and a shared vehicle driver that
27 govern the use of a shared vehicle through a peer-to-peer car sharing program under the
28 provisions of this section and Title 18.5 of the Transportation Article.

29 (11) “Shared motor vehicle” means a motor vehicle that is available for
30 sharing through a peer-to-peer car sharing program.

31 (12) “Shared vehicle driver” means an individual who has:

32 (i) reserved the use of a shared motor vehicle through a
33 peer-to-peer car sharing program; and

1 (ii) been authorized to drive the shared motor vehicle by the
2 peer-to-peer car sharing program.

3 (13) "Shared vehicle owner" means the registered owner of a motor vehicle
4 made available for sharing to shared vehicle drivers through a peer-to-peer car sharing
5 program.

6 (b) (1) Solely on the basis that a motor vehicle is shared through a
7 peer-to-peer car sharing program:

8 (i) a peer-to-peer car sharing program may not be considered to
9 have rented the vehicle under Title 18, Subtitle 1 of the Transportation Article;

10 (ii) the shared vehicle owner may not be considered to have rented a
11 vehicle under Title 18, Subtitle 1 of the Transportation Article; and

12 (iii) a peer-to-peer car sharing program may not be considered to be:

13 1. a rental vehicle company under § 18-108 of the
14 Transportation Article; or

15 2. a motor vehicle rental company under Title 10, Subtitle 6
16 of this article.

17 (2) Subject to subsection (e)(1) of this section, the use of a shared motor
18 vehicle through a peer-to-peer car sharing program does not constitute a commercial use
19 solely on the basis that the motor vehicle is available for sharing or used through a
20 peer-to-peer car sharing program.

21 (c) (1) (i) Except as provided in subparagraph (ii) of this paragraph, a
22 peer-to-peer car sharing program shall assume the liability of a shared vehicle owner for
23 any bodily injury or property damage to third parties or uninsured and underinsured
24 motorist or personal injury protection losses during the car sharing period in an amount
25 stated in the peer-to-peer car sharing program agreement, which amount may not be less
26 than the minimum amount of security required under § 17-103 of the Transportation
27 Article.

28 (ii) Except for the minimum security required under § 17-103 of the
29 Transportation Article for any injured person who did not make the intentional or
30 fraudulent misrepresentation, the assumption of liability under paragraph (1) of this
31 subsection does not apply if the shared vehicle owner made an intentional or fraudulent
32 material misrepresentation to the peer-to-peer car sharing program before the car sharing
33 period in which the loss occurred.

34 (2) [Nothing in paragraph] **PARAGRAPH** (1) of this subsection **DOES NOT**
35 **LIMIT:**

1 (i) [limits] the liability of the peer-to-peer car sharing program for
2 any act or omission of the peer-to-peer car sharing program itself that results in injury to
3 any person as a result of the use of a shared motor vehicle through a peer-to-peer car
4 sharing program; or

5 (ii) [limits] the ability of the peer-to-peer car sharing program to,
6 by contract, seek indemnification from the shared vehicle owner or the shared vehicle driver
7 for economic loss sustained by the peer-to-peer car sharing program resulting from a
8 breach of the terms and conditions of the peer-to-peer car sharing program agreement.

9 (3) Each peer-to-peer car sharing program agreement made with respect
10 to a car sharing arrangement in the State shall disclose to the shared vehicle owner and
11 the shared vehicle driver:

12 (i) any right of the peer-to-peer car sharing program to seek
13 indemnification from the shared vehicle owner or the shared vehicle driver for economic
14 loss sustained by the peer-to-peer car sharing program resulting from a breach of the
15 terms and conditions of the peer-to-peer car sharing program agreement;

16 (ii) that a motor vehicle liability insurance policy issued to the
17 shared vehicle owner for the shared motor vehicle or to the shared vehicle driver does not
18 provide a defense or indemnification for any claim asserted by the peer-to-peer car sharing
19 program under item (i) of this paragraph;

20 (iii) that the peer-to-peer car sharing program's insurance coverage
21 on the shared vehicle owner and the shared vehicle driver is in effect only during each car
22 sharing period and that, for any use of the shared motor vehicle by the shared vehicle driver
23 after the car sharing termination time, the shared vehicle driver and the shared vehicle
24 owner should contact the shared vehicle driver's or the shared vehicle owner's insurer about
25 insurance coverage; AND

26 (iv) [that the peer-to-peer car sharing program's motor vehicle
27 liability insurance policy may be exclusive for the shared vehicle owner and is primary for
28 the shared vehicle driver, but may be secondary for the shared vehicle driver if the shared
29 motor vehicle is used as a replacement vehicle, as defined in § 18.5-102(a)(2)(i) of the
30 Transportation Article; and

31 (v)] the daily rate, fees, any insurance costs, and any protection
32 package costs that are charged to the shared vehicle owner or the shared vehicle driver.

33 (4) At the time when a vehicle owner registers as a shared vehicle owner
34 on a peer-to-peer car sharing program and prior to the time when the shared vehicle owner
35 makes a shared motor vehicle available for car sharing on the peer-to-peer car sharing
36 program, the peer-to-peer car sharing program shall notify the shared vehicle owner that,
37 if the shared motor vehicle has a lien against it, the use of the shared motor vehicle through

1 a peer-to-peer car sharing program, including use without physical damage coverage, may
2 violate the terms of the contract with the lienholder.

3 (d) (1) A peer-to-peer car sharing program shall ensure that, during each car
4 sharing period, the shared vehicle owner and the shared vehicle driver are insured under
5 a motor vehicle liability insurance policy that:

6 (I) PROVIDES COVERAGE IN AMOUNTS NOT LESS THAN THOSE
7 REQUIRED UNDER § 17-103 OF THE TRANSPORTATION ARTICLE; AND

8 [(i)] (II) 1. recognizes that the vehicle insured under the policy
9 is made available and used through a peer-to-peer car sharing program; [and] OR

10 [(ii) provides the minimum security required under § 17-103 of the
11 Transportation Article.]

12 2. DOES NOT EXCLUDE THE USE OF THE SHARED MOTOR
13 VEHICLE BY A SHARED VEHICLE DRIVER.

14 (2) The insurance described under paragraph (1) of this subsection may be
15 satisfied by motor vehicle liability insurance maintained by:

16 (i) a shared vehicle owner;

17 (ii) A SHARED VEHICLE DRIVER;

18 (III) a peer-to-peer car sharing program; or

19 [(iii)] (IV) [both] ANY COMBINATION OF a shared vehicle owner, A
20 SHARED VEHICLE DRIVER, and a peer-to-peer car sharing program.

21 (3) (I) IN THIS PARAGRAPH, “REPLACEMENT VEHICLE” MEANS A
22 SHARED MOTOR VEHICLE THAT IS USED IN A PEER-TO-PEER CAR SHARING
23 PROGRAM WHILE A MOTOR VEHICLE OWNED BY THE SHARED MOTOR VEHICLE
24 DRIVER IS NOT IN USE BECAUSE OF LOSS, AS “LOSS” IS DEFINED IN THAT
25 INDIVIDUAL’S APPLICABLE PRIVATE PASSENGER AUTOMOBILE INSURANCE POLICY,
26 OR BECAUSE OF BREAKDOWN, REPAIR, SERVICE, OR DAMAGE.

27 (II) NOTWITHSTANDING PARAGRAPH (2)(II) OF THIS
28 SUBSECTION, THE MARYLAND AUTOMOBILE INSURANCE FUND MAY NOT BE
29 REQUIRED TO PROVIDE COVERAGE TO A SHARED VEHICLE DRIVER FOR USE OF A
30 SHARED VEHICLE THAT IS NOT A REPLACEMENT VEHICLE.

31 (4) (i) A peer-to-peer car sharing program shall have an insurable
32 interest in a shared motor vehicle during the car sharing period.

1 (ii) A peer-to-peer car sharing program may own and maintain as
2 the named insured one or more policies of motor vehicle liability insurance that provides
3 coverage in the amount of, in excess of, or optional to the minimum amount of coverage
4 required to be provided under paragraph (1) of this subsection, including coverage for:

5 1. liabilities assumed by the peer-to-peer car sharing
6 program under a peer-to-peer car sharing program agreement;

7 2. any liability of the shared vehicle owner;

8 3. damage or loss to the shared motor vehicle; and

9 4. any liability of the shared vehicle driver.

10 (iii) An offer by a peer-to-peer car sharing program to provide
11 coverage to a shared vehicle driver in the amount of, in excess of, or optional to the
12 minimum amount of coverage required to be provided under paragraph (1) of this
13 subsection, whether on a stand-alone basis or as part of a financial protection package,
14 shall be considered the sale or offer of insurance under Title 10, Subtitle 6A of this article.

15 **[(4)] (5)** The insurance described under paragraph (1) of this subsection
16 or authorized under paragraph **[(3)] (4)** of this subsection shall:

17 (i) as to coverage of the shared vehicle driver, pay claims on a first
18 dollar basis; and

19 (ii) be issued by:

20 1. an insurer authorized to do business in the State; or

21 2. solely with respect to insurance maintained by a
22 peer-to-peer car sharing program under paragraph **[(3)] (4)** of this subsection, an eligible
23 surplus lines insurer:

24 A. in accordance with the requirements of Title 3, Subtitle 3
25 of this article; and

26 B. having an A.M. Best financial strength rating of A- or
27 better.

28 **[(5)] (6)** (i) The insurance described under paragraph (1) of this
29 subsection shall, as to coverage of the shared vehicle owner, pay claims on a first dollar
30 basis.

31 (ii) This paragraph may not apply to the terms and conditions under
32 the insurance policy applicable to the peer-to-peer car sharing program.

1 ~~[(6)] (7)~~ Consumer complaints concerning claims against a surplus lines
2 policy issued in connection with, and incidental to, a peer-to-peer car sharing program
3 agreement are subject to the Commissioner's authority under § 27-303 of this article.

4 ~~[(7)] (8)~~ [(i) Except as provided in subparagraph (ii) of this paragraph,
5 the motor vehicle liability insurance policy described in paragraph (1) of this subsection
6 shall be primary with respect to the shared vehicle driver, but may be secondary to the
7 shared vehicle driver's motor vehicle liability insurance policy if the shared motor vehicle
8 is used by the shared vehicle driver as a replacement vehicle, as defined in §
9 18.5-102(a)(2)(i) of the Transportation Article.

10 (ii) If the insurance maintained by [the] A shared vehicle driver has
11 lapsed, or is otherwise not in force, the peer-to-peer car sharing program's insurance
12 coverage required under paragraph (1) of this subsection shall be primary.

13 **(9) IF A CLAIM THAT ARISES OUT OF AN OCCURRENCE DURING THE**
14 **CAR SHARING PERIOD OCCURRED IN ANOTHER STATE WITH MINIMUM FINANCIAL**
15 **RESPONSIBILITY LIMITS HIGHER THAN THOSE REQUIRED UNDER § 17-103 OF THE**
16 **TRANSPORTATION ARTICLE, THE COVERAGE REQUIRED UNDER PARAGRAPH (1) OF**
17 **THIS SUBSECTION SHALL BE IN AN AMOUNT UP TO THE MINIMUM COVERAGE**
18 **AMOUNT REQUIRED IN THE STATE IN WHICH THE CLAIM OCCURRED.**

19 (e) (1) An authorized insurer that writes motor vehicle liability insurance in
20 the State and the Maryland Automobile Insurance Fund may exclude any and all coverage
21 and the duty to defend or indemnify for any claim afforded under a shared vehicle owner's
22 personal motor vehicle liability insurance policy for any loss or injury that occurs during
23 the car sharing period.

24 (2) A motor vehicle insurer that defends or indemnifies a claim against a
25 driver that is excluded under the terms of its policy shall have the right to seek contribution
26 against the motor vehicle insurer of the peer-to-peer car sharing program if the claim is:

27 (i) made against the shared vehicle owner or the shared vehicle
28 driver for loss or injury that occurs during the car sharing period; and

29 (ii) excluded under the terms of its policy.

30 (3) Nothing in this section invalidates or limits an exclusion contained in a
31 motor vehicle liability insurance policy, including any insurance policy in use or approved
32 for use before October 1, 2018, that excludes coverage for motor vehicles made available for
33 rent, sharing, or hire or for any business use.

34 (4) The right to exclude any and all coverage and the duty to defend under
35 paragraph (1) of this subsection applies to any coverage included in a motor vehicle liability
36 insurance policy, including:

- 1 (i) liability coverage for bodily injury and property damage;
- 2 (ii) uninsured and underinsured motorist coverage;
- 3 (iii) medical payments coverage;
- 4 (iv) personal injury protection coverage;
- 5 (v) comprehensive physical damage coverage; and
- 6 (vi) collision physical damage coverage.

7 [(f) (1) Except as provided in paragraph (2) of this subsection, a motor vehicle
8 insurer may not deny, cancel, void, terminate, rescind, or nonrenew a personal motor
9 vehicle liability insurance policy of a shared vehicle owner solely on the basis that a motor
10 vehicle covered under the policy has been made available for sharing through a
11 peer-to-peer car sharing program.

12 (2) A motor vehicle insurer may deny, cancel, void, terminate, rescind, or
13 nonrenew a personal motor vehicle liability insurance policy covering a motor vehicle that
14 has been made available for sharing through a peer-to-peer car sharing program if the
15 applicant or policyholder of the personal motor vehicle liability insurance fails to provide
16 complete and accurate information about the use of a shared motor vehicle through the
17 peer-to-peer car sharing program as requested by the motor vehicle insurer during the
18 application or renewal process of the motor vehicle liability insurance policy.]

19 **(F) THIS SECTION DOES NOT INVALIDATE OR LIMIT AN EXCLUSION**
20 **CONTAINED IN A MOTOR VEHICLE LIABILITY INSURANCE POLICY, INCLUDING AN**
21 **INSURANCE POLICY IN USE OR APPROVED FOR USE THAT EXCLUDES COVERAGE FOR**
22 **MOTOR VEHICLES MADE AVAILABLE FOR RENT, SHARING, OR HIRE OR FOR A**
23 **BUSINESS USE.**

24 (g) [Nothing in this section:

25 (1) requires any shared vehicle owner's personal motor vehicle liability
26 insurance policy to provide primary or excess coverage during the car sharing period;

27 (2) may be interpreted to imply that any shared vehicle owner's personal
28 motor vehicle liability insurance policy provides coverage for a motor vehicle during the car
29 sharing period; or

30 (3) precludes a motor vehicle insurer from providing coverage for a shared
31 vehicle owner's vehicle while the vehicle is made available or used through a peer-to-peer
32 car sharing program if the motor vehicle insurer elects to do so by contract or endorsement.

1 (h) (1) Coverage under a motor vehicle liability insurance policy maintained
2 by a peer-to-peer car sharing program may not be dependent on the denial of a claim by
3 another motor vehicle insurer.

4 (2) A motor vehicle insurer of a personal motor vehicle liability insurance
5 policy may not be required to first deny a claim.

6 [(i) (H) A peer-to-peer car sharing program and a shared vehicle owner shall
7 be exempt from vicarious liability [in accordance] **CONSISTENT** with 49 U.S.C. § 30106
8 and under any state or local law that imposes liability solely based on vehicle ownership.

9 [(j) (I) In a claim coverage investigation following a vehicular accident, a
10 peer-to-peer car sharing program shall cooperate to facilitate the exchange of information
11 with directly involved parties and any motor vehicle insurer of a shared vehicle owner
12 regarding the vehicle's use in a peer-to-peer car sharing program.

13 **Article – Transportation**

14 18.5–102.

15 (a) (1) A peer-to-peer car sharing program shall ensure that, during each car
16 sharing period, the shared vehicle owner and the shared vehicle driver are insured under
17 a motor vehicle liability insurance policy in accordance with § 19–520 of the Insurance
18 Article.

19 (2) (i) In this paragraph, “replacement vehicle” means a motor vehicle
20 that is used in a peer-to-peer car sharing program while a motor vehicle owned by the
21 individual is not in use because of loss, as “loss” is defined in that individual's applicable
22 private passenger automobile insurance policy, or because of breakdown, repair, service, or
23 damage.

24 (ii) Subject to subparagraph (iii) of this paragraph, a replacement
25 vehicle **OR SHARED MOTOR VEHICLE** that is made available through a peer-to-peer car
26 sharing program may be deemed to have satisfied the requirement of paragraph (1) of this
27 subsection by maintaining the minimum amount of security required under § 17–103 of
28 this article that is secondary to any other valid and collectible coverage and that extends
29 coverage to the owner's motor vehicle in amounts required under § 17–103(b) of this article
30 while it is used as a replacement vehicle **OR SHARED MOTOR VEHICLE**.

31 (iii) For a replacement vehicle that is made available through a
32 peer-to-peer car sharing program, the peer-to-peer car sharing program agreement for
33 the replacement vehicle to be signed by a shared vehicle owner and a shared vehicle driver
34 shall contain a provision on the face of the peer-to-peer car sharing program agreement,
35 in at least 10 point bold type, that informs the shared vehicle driver and the shared vehicle
36 owner that the coverage on the vehicle being serviced or repaired is primary coverage for

1 the replacement vehicle and the coverage maintained by the peer-to-peer car sharing
2 program on the replacement vehicle is secondary.

3 (b) Notwithstanding any provision of a peer-to-peer car sharing program
4 agreement to the contrary, the security required under this section shall cover the shared
5 vehicle owner and each person driving or using the shared motor vehicle with the
6 permission of the owner or the peer-to-peer car sharing program.

7 18.5-108.

8 (a) (1) A peer-to-peer car sharing program may charge a shared vehicle driver
9 a separately stated fee to recover the following costs incurred by the peer-to-peer car
10 sharing program:

11 [(1)] (I) Any concession fees paid to a government-owned or
12 government-operated:

13 [(i)] 1. Airport; or

14 [(ii)] 2. Other entity; and

15 [(2)] (II) Any other fee or charge imposed by a governmental entity.

16 [(b)] (2) If a peer-to-peer car sharing program advertises the rate available for
17 a shared motor vehicle in the State, the fees authorized under this [section] SUBSECTION
18 shall be clearly disclosed in the advertisement.

19 (B) A PEER-TO-PEER CAR SHARING PROGRAM MAY TRANSFER MONETARY
20 LIABILITY AND CHARGE A SHARED VEHICLE DRIVER FOR ANY TOLL, FEE, CHARGE,
21 OR FINE IMPOSED FOR ANY ACT OR OMISSION INVOLVING THE SHARED MOTOR
22 VEHICLE THAT OCCURRED WHILE THE VEHICLE WAS UNDER THE CONTROL OR
23 POSSESSION OF THE SHARED VEHICLE DRIVER DURING THE CAR SHARING PERIOD.

24 21-202.1.

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

26 (3) (i) "Owner" means the registered owner of a motor vehicle or a
27 lessee of a motor vehicle under a lease of 6 months or more.

28 (ii) "Owner" does not include [a]:

29 1. A motor vehicle rental or leasing company [or a];

1 **2.** **A holder of a special registration plate issued under Title**
2 **13, Subtitle 9, Part III of this article; OR**

3 **3.** **A PEER-TO-PEER CAR SHARING PROGRAM UNDER §**
4 **19-520 OF THE INSURANCE ARTICLE.**

5 (5) “Traffic control signal monitoring system” means a device with one or
6 more motor vehicle sensors working in conjunction with a traffic control signal to produce
7 recorded images of motor vehicles entering an intersection against a red signal indication.

8 (d) (1) Unless the driver of the motor vehicle received a citation from a police
9 officer at the time of the violation, the owner or, in accordance with subsection (g)(5) of this
10 section, the driver of a motor vehicle is subject to a civil penalty if the motor vehicle is
11 recorded by a traffic control signal monitoring system while being operated in violation of
12 § 21-202(h) of this subtitle.

13 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
14 October 1, 2025.