

§11-115. Liability damage waivers; fees

In addition to the other charges permitted by this Article, the parties may contract for a liability damage waiver. The fee for the liability damage waiver may not exceed the greater of 5% of any periodic rental payment due or \$3 in the case of any rental-purchase agreement with renewal periods more frequent than monthly or the greater of 5% of any periodic rental payment due or \$7.50 in the case of any rental-purchase agreement with monthly renewal dates. The selling or offering for sale of a liability damage waiver pursuant to this Article is subject to the following prohibitions and requirements. [PL 2001, c. 287, §14 (AMD).]

1. The restrictions, conditions and exclusions of the liability damage waiver must be disclosed on a separate contract, sheet or handout given to the consumer prior to entering into the rental-purchase agreement. The separate contract, sheet or handout must be signed or otherwise acknowledged as received by the consumer prior to entering into the rental-purchase agreement. [PL 1991, c. 787 (NEW).]

2. A merchant may not sell or offer to sell a liability damage waiver unless all restrictions, conditions and exclusions are printed in the rental-purchase agreement or in a separate agreement in 8-point type or larger, written in ink or typewritten on the face of the rental-purchase agreement in a blank space provided. The liability damage waiver may exclude only loss or damage that is caused intentionally by the consumer or resulting from the consumer's willful or wanton misconduct to the property that is the subject of the rental-purchase agreement. [PL 1991, c. 787 (NEW).]

3. The liability damage waiver agreement must include a statement of the total charge for the liability damage waiver and must display in 8-point boldface type the following notice or a notice in a substantially similar form:

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LIABILITY DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE PROPERTY. BEFORE DECIDING WHETHER TO PURCHASE THE LIABILITY DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR HOMEOWNERS OR CASUALTY INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL PROPERTY AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS LIABILITY DAMAGE WAIVER IS NOT MANDATORY AND MAY BE DECLINED.

[PL 2001, c. 287, §15 (AMD).]

4. A liability damage waiver may not be a factor in the approval by the merchant of the rental-purchase transaction and the contract may take effect only after the consumer has signed or initialed an affirmative request to purchase the liability damage waiver after written disclosure of the cost of the liability damage waiver.

[PL 2001, c. 287, §16 (NEW).]

SECTION HISTORY

PL 1991, c. 787 (NEW). PL 2001, c. 287, §§14-16 (AMD).

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