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By: **Senator Astle**  
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Assigned to: Finance

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Committee Report: Favorable with amendments  
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CHAPTER \_\_\_\_\_

1 AN ACT concerning

2 **Maryland Service Contracts and Consumer Products Guaranty Act**

3 FOR the purpose of making certain provisions that apply to guaranties of consumer  
4 products applicable to service contracts; requiring service contracts to be in  
5 writing and to include certain information and terms; authorizing the  
6 cancellation of a service contract by a certain person under certain  
7 circumstances; providing that certain service contracts are void under certain  
8 circumstances; requiring a provider of a service contract to pay or credit the  
9 account of a certain person who has canceled a service contract a certain amount  
10 under certain circumstances; requiring a provider of a service contract to fulfill  
11 obligations under the service contract at a certain time and for a certain  
12 duration; providing that a service contract is extended automatically under  
13 certain circumstances; requiring a provider to provide a certain explanation of  
14 reasons for delay in fulfilling the terms of the service contract under certain  
15 circumstances; providing that certain duties of a provider may not be imposed  
16 on the provider under certain circumstances; authorizing the Attorney General  
17 to obtain a certain court order prohibiting the provider from further violation of  
18 this Act under certain circumstances; establishing that it is the policy of the  
19 State to encourage providers to establish certain informal dispute settlement  
20 procedures; establishing that the provider is liable to the person guaranteed for  
21 wrongful breach of a service contract; authorizing the person guaranteed to file  
22 a certain court action if the provider breaches any duties under this Act;  
23 authorizing certain costs and expenses under certain circumstances; authorizing  
24 a provider to make a guaranty in addition to entering into a service contract;  
25 authorizing a provider to designate a representative; providing that this Act  
26 provides a certain exclusive remedy with certain exceptions; providing that  
27 certain persons need not comply with the Insurance Article under certain  
28 circumstances; altering certain definitions; adding certain definitions; making

1 certain stylistic changes; and generally relating to the Maryland Service  
2 Contracts and Consumer Products Guaranty Act.

3 BY repealing and reenacting, with amendments,  
4 Article - Commercial Law  
5 Section 14-401 and 14-403 through 14-409, inclusive, to be under the amended  
6 subtitle "Subtitle 4. Maryland Service Contracts and Consumer Products  
7 Guaranty Act"  
8 Annotated Code of Maryland  
9 (2000 Replacement Volume and 2001 Supplement)

10 BY repealing and reenacting, without amendments,  
11 Article - Commercial Law  
12 Section 14-402  
13 Annotated Code of Maryland  
14 (2000 Replacement Volume and 2001 Supplement)

15 BY adding to  
16 Article - Commercial Law  
17 Section 14-409  
18 Annotated Code of Maryland  
19 (2000 Replacement Volume and 2001 Supplement)

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

22 **Article - Commercial Law**

23 Subtitle 4. MARYLAND SERVICE CONTRACTS AND Consumer Products Guaranty Act.

24 14-401.

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

26 (b) "Consumer product" means goods or services used for personal, family, or  
27 household purposes, the actual cash sales price of which to the person guaranteed was  
28 in excess of \$10.

29 (c) "Guarantor" means a person who is engaged in the business of making  
30 consumer products available to consumers and who makes a guaranty.

31 (d) (1) "Guaranty" means any of the following which is made at the time of  
32 the sale of a consumer product by a guarantor to a person guaranteed and which is  
33 part of the basis of the bargain between them:

1 (i) A written affirmation of fact or written promise which relates to  
2 the nature of the material or workmanship and affirms or promises that the material  
3 or workmanship is defect-free or meets a specified level of performance; or

4 (ii) A written undertaking to refund, repair, replace, or take other  
5 remedial action with respect to the consumer product if it proves defective in material  
6 or workmanship or fails to meet a specified level of performance.

7 (2) "Guaranty" includes warranty.

8 (3) "Guaranty" does not include:

9 (I) [a] A written statement or expression of general policy  
10 concerning customer satisfaction which is not subject to specified limitations; OR

11 (II) A SERVICE CONTRACT.

12 (E) "MECHANICAL BREAKDOWN INSURANCE" MEANS A POLICY, CONTRACT,  
13 OR AGREEMENT ISSUED BY AN AUTHORIZED INSURER THAT PROVIDES FOR THE  
14 REPAIR, REPLACEMENT, OR MAINTENANCE OF PROPERTY OR INDEMNIFICATION FOR  
15 REPAIR, REPLACEMENT, OR SERVICES, FOR THE OPERATIONAL OR STRUCTURAL  
16 FAILURE OF A PRODUCT DUE TO A DEFECT IN THE MATERIALS OR WORKMANSHIP OR  
17 DUE TO NORMAL WEAR AND TEAR.

18 [(e)] (F) "Person" includes an individual, corporation, business trust, estate,  
19 trust, partnership, association, two or more persons having a joint or common  
20 interest, or any other legal or commercial entity.

21 [(f)] (G) "Person guaranteed" means:

22 (1) The person who is the first buyer at retail of a consumer product  
23 which is the subject of a guaranty; [or]

24 (2) A person who is entitled to enforce the obligations of a guaranty  
25 against the guarantor; OR

26 (3) THE PERSON WHO IS ENTITLED TO ENFORCE THE OBLIGATIONS OF  
27 THE PROVIDER UNDER A SERVICE CONTRACT.

28 (H) "PROVIDER" MEANS A PERSON OR PERSONS ACTING IN CONCERT WHO ARE  
29 CONTRACTUALLY OBLIGATED UNDER THE TERMS OF A SERVICE CONTRACT TO  
30 PROVIDE SERVICES TO THE OWNER OF A PRODUCT COVERED BY THE SERVICE  
31 CONTRACT.

32 [(g)] (I) "Reasonable and necessary maintenance" means those operations  
33 which the person guaranteed reasonably can be expected to perform or have  
34 performed and which are necessary to keep the [consumer] product performing its  
35 intended function.

36 [(h)] (J) "Replace" means:

1 (1) To replace a [consumer] product or its component with a new and  
2 identical or equivalent [consumer] product or component; or

3 (2) To refund the price of the [consumer] product or its component less  
4 reasonable depreciation if:

5 (i) Neither replacement nor repair is commercially practicable; or

6 (ii) The person guaranteed is willing to accept the refund in place of  
7 the replacement or repair.

8 (K) (1) "SERVICE CONTRACT" MEANS A CONTRACT OR AGREEMENT FOR A  
9 SEPARATELY STATED CONSIDERATION FOR A SPECIFIC DURATION TO PERFORM THE  
10 REPAIR, REPLACEMENT, OR MAINTENANCE OF A PRODUCT, OR TO INDEMNIFY FOR  
11 THE REPAIR, REPLACEMENT, OR MAINTENANCE, BECAUSE OF AN OPERATIONAL OR  
12 STRUCTURAL FAILURE DUE TO A DEFECT IN MATERIALS, WORKMANSHIP, OR  
13 NORMAL WEAR AND TEAR, WITH OR WITHOUT ADDITIONAL PROVISIONS FOR  
14 INCIDENTAL PAYMENT OF INDEMNITY UNDER LIMITED CIRCUMSTANCES.

15 (2) "SERVICE CONTRACT" INCLUDES A CONTRACT OR AGREEMENT FOR  
16 REPAIR, REPLACEMENT, OR MAINTENANCE OF A PRODUCT FOR DAMAGE RESULTING  
17 FROM POWER SURGES AND ACCIDENTAL DAMAGE FROM HANDLING.

18 (3) "SERVICE CONTRACT" DOES NOT INCLUDE:

19 (I) A GUARANTY;

20 (II) A MAINTENANCE AGREEMENT THAT DOES NOT INCLUDE A  
21 PROVISION FOR THE REPAIR, REPLACEMENT, OR MAINTENANCE OF A PRODUCT  
22 BECAUSE OF AN OPERATIONAL OR STRUCTURAL FAILURE DUE TO A DEFECT IN  
23 MATERIALS, WORKMANSHIP, OR NORMAL WEAR AND TEAR;

24 (III) A WARRANTY, SERVICE CONTRACT, OR MAINTENANCE  
25 AGREEMENT OFFERED BY A PUBLIC UTILITY ON ITS TRANSMISSION DEVICES TO THE  
26 EXTENT IT IS REGULATED BY THE PUBLIC SERVICE COMMISSION;

27 (IV) A MECHANICAL REPAIR CONTRACT UNDER § 15-311.2 OF THE  
28 TRANSPORTATION ARTICLE; OR

29 (V) MECHANICAL BREAKDOWN INSURANCE.

30 [(i)] (L) (1) "Services" means work, labor, or any other kind of activity  
31 furnished or agreed to be furnished to a person guaranteed.

32 (2) "Services" includes services for home improvement, repair of a motor  
33 vehicle and other [consumer] products, and the repair or installation of plumbing,  
34 heating, electrical, or mechanical devices.

35 (3) "Services" does not include the professional services of an accountant,  
36 architect, clergyman, engineer, lawyer, or medical or dental practitioner.

1        [(j)]     (M)     (1)        "Without charge" means that the guarantor cannot charge the  
2 person guaranteed for any costs which the guarantor or [his] THE GUARANTOR'S  
3 representative incurs in connection with the required repair or replacement of a  
4 consumer product.

5                    (2)        "Without charge" does not mean that the guarantor must compensate  
6 the person guaranteed for incidental expenses unless the expenses were incurred  
7 because the repair or replacement was not made within a reasonable time.

8        [(k)]     (N)        "Wrongful breach of a guaranty" means the failure of a guarantor to  
9 perform the duties imposed by § 14-404(a), [and] (b), AND (C) OF THIS SUBTITLE.

10        (O)        "WRONGFUL BREACH OF A SERVICE CONTRACT" MEANS THE FAILURE OF  
11 A PROVIDER TO PERFORM THE DUTIES IMPOSED BY § 14-404(A), (B), AND (C) OF THIS  
12 SUBTITLE.

13 14-402.

14        This subtitle shall be liberally construed and applied to promote its purposes  
15 and policies.

16 14-403.

17        (A)        A guarantor shall deliver to the first person guaranteed the following  
18 written information:

19                    (1)        The duration of the guaranty period measured by time or, if practical,  
20 by some measure of usage such as mileage;

21                    (2)        Any reasonable and necessary maintenance required as a condition  
22 for the performance of the guaranty;

23                    (3)        A recital of the guarantor's obligations to the person guaranteed  
24 during the guaranty period;

25                    (4)        The procedure which the person guaranteed should follow to obtain  
26 the repair or replacement of the malfunctioning or defective consumer product; and

27                    (5)        Any means established by the guarantor for quick informal  
28 settlement of any guaranty dispute.

29        (B)        EACH SERVICE CONTRACT SHALL BE IN WRITING AND SHALL SPECIFY:

30                    (1)        THE DURATION OF THE SERVICE CONTRACT MEASURED BY TIME OR,  
31 IF PRACTICAL, BY SOME MEASURE OF USAGE;

32                    (2)        ANY REASONABLE AND NECESSARY MAINTENANCE REQUIRED TO BE  
33 PERFORMED BY THE PERSON GUARANTEED AS A CONDITION FOR THE  
34 PERFORMANCE OF THE SERVICE CONTRACT;

1 (3) THE PURCHASE PRICE AND TERMS OF THE SERVICE CONTRACT,  
2 INCLUDING A RECITAL OF THE PROVIDER'S OBLIGATIONS UNDER THE SERVICE  
3 CONTRACT;

4 (4) THE MERCHANDISE AND SERVICES TO BE PROVIDED;

5 (5) THE PROCEDURES WHICH THE PERSON GUARANTEED SHOULD  
6 FOLLOW TO OBTAIN THE SERVICES UNDER THE SERVICE CONTRACT OR TO FILE A  
7 CLAIM UNDER THE SERVICE CONTRACT;

8 (6) LIMITATIONS, EXCEPTIONS, OR INCLUSIONS, IF ANY, UNDER THE  
9 SERVICE CONTRACT;

10 (7) THE TERMS, RESTRICTIONS, OR CONDITIONS GOVERNING THE  
11 CANCELLATION OF THE SERVICE CONTRACT BEFORE THE TERMINATION OR  
12 EXPIRATION DATE OF THE SERVICE CONTRACT EITHER BY THE PROVIDER OR  
13 PERSON GUARANTEED; AND

14 (8) ANY MEANS ESTABLISHED BY THE PROVIDER FOR QUICK INFORMAL  
15 SETTLEMENT OF A SERVICE CONTRACT DISPUTE.

16 (C) WITHIN A REASONABLE TIME AFTER THE PERSON GUARANTEED AND THE  
17 PROVIDER ENTER INTO A SERVICE CONTRACT, THE PROVIDER SHALL DELIVER A  
18 COPY OF THE SERVICE CONTRACT TO THE PERSON GUARANTEED.

19 (D) A SERVICE CONTRACT MAY BE CANCELED BY THE PERSON GUARANTEED:

20 (1) WITHIN 20 DAYS AFTER RECEIPT OF THE SERVICE CONTRACT IF  
21 MAILED TO THE PERSON GUARANTEED;

22 (2) WITHIN 20 DAYS AFTER THE DATE OF DELIVERY OF THE SERVICE  
23 CONTRACT IF DELIVERED TO THE PERSON GUARANTEED AT THE TIME OF SALE; OR

24 (3) FOR A PERIOD OF TIME NOT LESS THAN 20 DAYS AS SPECIFIED IN  
25 THE SERVICE CONTRACT.

26 (E) IF A SERVICE CONTRACT IS CANCELED UNDER SUBSECTION (D) OF THIS  
27 SECTION AND A CLAIM HAS NOT BEEN MADE UNDER THE SERVICE CONTRACT PRIOR  
28 TO ITS CANCELLATION, THE SERVICE CONTRACT IS VOID AND THE PROVIDER SHALL  
29 REFUND TO THE PERSON GUARANTEED THE FULL CONSIDERATION PAID FOR THE  
30 SERVICE CONTRACT.

31 (F) THE RIGHT TO VOID A SERVICE CONTRACT UNDER SUBSECTION (E) OF  
32 THIS SECTION:

33 (1) IS NOT TRANSFERABLE;

34 (2) APPLIES ONLY TO THE ORIGINAL PERSON GUARANTEED UNDER THE  
35 SERVICE CONTRACT; AND

1           (3)    APPLIES ONLY IF A CLAIM HAS NOT BEEN MADE UNDER THE  
2 SERVICE CONTRACT PRIOR TO CANCELLATION OF THE SERVICE CONTRACT.

3    (G)    (1)    A PROVIDER SHALL PAY OR CREDIT THE ACCOUNT OF A PERSON  
4 GUARANTEED WHO HAS CANCELED A SERVICE CONTRACT UNDER SUBSECTION (D)  
5 OF THIS SECTION THE FULL CONSIDERATION PAID FOR THE SERVICE CONTRACT  
6 WITHIN 45 DAYS AFTER THE CANCELLATION.

7           (2)    A PROVIDER THAT DOES NOT PAY OR CREDIT THE ACCOUNT OF THE  
8 PERSON GUARANTEED IN ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION  
9 SHALL PAY TO THE PERSON GUARANTEED AN AMOUNT EQUAL TO 10% OF THE VALUE  
10 OF THE CONSIDERATION PAID FOR THE SERVICE CONTRACT FOR EACH MONTH THAT  
11 THE REFUND IS NOT PAID OR CREDITED.

12 14-404.

13    (a)    (1)    A guarantor shall fulfill [his] THE GUARANTOR'S guaranty according  
14 to its terms:

15                   (i)        Within a reasonable time; and

16                   (ii)       For the stated period of the guaranty or, if no period is stated,  
17 for a reasonable period of time.

18           (2)    A PROVIDER SHALL FULFILL THE OBLIGATIONS UNDER THE  
19 SERVICE CONTRACT ACCORDING TO ITS TERMS:

20                   (I)        AT OR WITHIN THE PERIOD STATED IN THE SERVICE  
21 CONTRACT, OR IF NO PERIOD IS STATED, WITHIN A REASONABLE TIME; AND

22                   (II)       FOR THE STATED DURATION OF THE SERVICE CONTRACT.

23           [(2)]   (B)    (1)    (I)        A guaranty is extended automatically when a  
24 guarantor fails to repair successfully a malfunctioning or defective product within the  
25 guaranty period.

26                   (II)       The guaranty does not terminate until the consumer product  
27 successfully performs its intended function for the remaining period of the guaranty  
28 plus a period equal to the time of repair.

29           (2)    (I)    A SERVICE CONTRACT IS EXTENDED AUTOMATICALLY WHEN  
30 THE PROVIDER FAILS TO PERFORM THE SERVICES UNDER THE SERVICE CONTRACT.

31                   (II)       THE SERVICE CONTRACT DOES NOT TERMINATE UNTIL THE  
32 SERVICES ARE PROVIDED IN ACCORDANCE WITH THE TERMS OF THE SERVICE  
33 CONTRACT.

34    [(b)]   (C)    If a guaranty fails to disclose the information required by § 14-403  
35 OF THIS SUBTITLE, the guarantor shall, without charge and within a reasonable  
36 period of time:

1 (1) Repair a malfunctioning or defective consumer product; or

2 (2) If repair is not commercially practicable or cannot be timely made,  
3 replace the malfunctioning or defective consumer product.

4 [(c)] (D) (1) If a guarantor is unable to fulfill the terms of the guaranty  
5 within 10 days of the tender or delivery of a consumer product to the guarantor, [he]  
6 THE GUARANTOR shall provide on request of the person guaranteed a brief written  
7 explanation of the reasons for the delay.

8 (2) IF A PROVIDER IS UNABLE TO FULFILL THE TERMS OF THE SERVICE  
9 CONTRACT WITHIN 10 DAYS AFTER THE DATE ON WHICH THE PROVIDER IS  
10 REQUIRED TO PERFORM OBLIGATIONS UNDER THE SERVICE CONTRACT, THE  
11 PROVIDER SHALL PROVIDE ON REQUEST OF THE PERSON GUARANTEED A BRIEF  
12 WRITTEN EXPLANATION OF THE REASONS FOR THE DELAY.

13 14-405.

14 (A) The duties prescribed in § 14-404 OF THIS SUBTITLE may not be imposed  
15 on a guarantor if [he] THE GUARANTOR shows that while the consumer product was  
16 in the possession of any person other than the guarantor, damage or unreasonable  
17 use, including failure to provide any reasonable and necessary maintenance disclosed  
18 under § 14-403 of this subtitle, caused the product to malfunction.

19 (B) THE DUTIES PRESCRIBED IN § 14-404 OF THIS SUBTITLE MAY NOT BE  
20 IMPOSED ON A PROVIDER IF THE PROVIDER SHOWS THAT WHILE THE PRODUCT WAS  
21 IN THE POSSESSION OF ANY PERSON OTHER THAN THE PROVIDER, DAMAGE OR  
22 UNREASONABLE USE, INCLUDING FAILURE TO PROVIDE ANY REASONABLE AND  
23 NECESSARY MAINTENANCE DISCLOSED UNDER § 14-403 OF THIS SUBTITLE, CAUSED  
24 THE PRODUCT TO MALFUNCTION OR CAUSED THE INABILITY OF THE PROVIDER TO  
25 PROVIDE ANY SERVICE UNDER THE SERVICE CONTRACT.

26 14-406.

27 (a) If a guarantor OR PROVIDER violates any provision of this subtitle, the  
28 Attorney General may obtain a court order prohibiting the guarantor OR PROVIDER  
29 from further violations.

30 (b) At least [seven] 7 days before the filing of an action for the order, the  
31 Attorney General shall give appropriate notice to the guarantor OR PROVIDER stating  
32 generally the relief sought.

33 (c) The court may issue an order or render a judgment necessary to:

34 (1) Prevent violations of this subtitle; and

35 (2) Restore to the person damaged any money or property acquired by  
36 means of any practice in violation of any provision of this subtitle.



1 14-407.

2 (a) It is the policy of the State to encourage:

3 (1) [a] A guarantor voluntarily to establish procedures whereby a  
4 guaranty dispute is fairly and expeditiously settled through informal dispute  
5 settlement procedures; AND

6 (2) A PROVIDER VOLUNTARILY TO ESTABLISH PROCEDURES WHEREBY A  
7 SERVICE CONTRACT DISPUTE IS FAIRLY AND EXPEDITIOUSLY SETTLED THROUGH  
8 INFORMAL DISPUTE SETTLEMENT PROCEDURES.

9 (B) A guarantor OR PROVIDER who establishes informal dispute settlement  
10 procedures may elect to settle guaranty disputes OR SERVICE CONTRACT DISPUTES,  
11 AS THE CASE MAY BE, in cooperation with any private agency or the Consumer  
12 Protection Division of the Attorney General's office.

13 [(b)] (C) The guarantor OR PROVIDER is liable to the person guaranteed for  
14 any wrongful breach of a guaranty OR WRONGFUL BREACH OF A SERVICE CONTRACT,  
15 AS THE CASE MAY BE, and is under a duty to:

16 (1) Perform as required under this subtitle; and

17 (2) Compensate the person guaranteed for all reasonable incidental  
18 expenses incurred as a result of the breach.

19 [(c)] (D) (1) If the guarantor OR PROVIDER breaches any [of his] duties  
20 UNDER THIS SUBTITLE, the person guaranteed may file an action in any court of  
21 competent jurisdiction.

22 (2) (I) Except as provided in paragraph (3) of this subsection, if the  
23 person guaranteed prevails in an action filed under this subsection, the court shall  
24 include in the amount of the judgment a sum equal to the aggregate amount of costs  
25 and expenses which have been reasonably incurred by the person guaranteed for or in  
26 connection with the action filed.

27 (II) These costs and expenses shall include attorney's fees based on  
28 actual time expended, unless the court finds that an award of attorney's fees would be  
29 inappropriate.

30 (3) The person guaranteed is not entitled to costs and expenses, if:

31 (i) The guarantor OR PROVIDER affords the person guaranteed a  
32 reasonable opportunity to settle informally in accordance with subsection (a) of this  
33 section; and

34 (ii) The person guaranteed fails to so settle.

1 14-408.

2 (a) (1) In addition to making a guaranty, the guarantor may [sell] ENTER  
3 INTO a service contract at the time of the sale or at any other time [to] WITH the  
4 person guaranteed.

5 (2) IN ADDITION TO ENTERING INTO A SERVICE CONTRACT, THE  
6 PROVIDER MAY MAKE A GUARANTY AT THE TIME OF THE SALE OR AT ANY OTHER  
7 TIME TO THE PERSON GUARANTEED.

8 (B) (1) The guarantor OR PROVIDER may designate a representative to  
9 perform [his] THE duties under this subtitle.

10 (2) However, this designation does not relieve the guarantor OR  
11 PROVIDER of [his] THE duties to the person guaranteed.

12 14-409.

13 (A) EXCEPT FOR TITLE 13 OF THIS ARTICLE, THIS SUBTITLE PROVIDES THE  
14 EXCLUSIVE REMEDY BY WHICH A PERSON GUARANTEED MAY RECOVER DAMAGES  
15 FOR A BREACH OF A SERVICE CONTRACT OR MAY ENFORCE A SERVICE CONTRACT.

16 (B) (1) PROVIDERS, ADMINISTRATORS, AND OTHER PERSONS MARKETING,  
17 SELLING, OR OFFERING TO ENTER INTO SERVICE CONTRACTS THAT COMPLY WITH  
18 THE TERMS OF THIS SUBTITLE NEED NOT COMPLY WITH ANY PROVISION OF THE  
19 INSURANCE ARTICLE.

20 (2) GUARANTORS, ADMINISTRATORS, AND OTHER PERSONS  
21 MARKETING, SELLING, OR OFFERING TO ISSUE GUARANTEES THAT COMPLY WITH  
22 THE TERMS OF THIS SUBTITLE NEED NOT COMPLY WITH ANY PROVISION OF THE  
23 INSURANCE ARTICLE.

24 (C) (1) IN THIS SUBSECTION, "LICENSEE" MEANS A PERSON WHO:

25 (I) IS LICENSED AS A MASTER PLUMBER AND MEETS THE  
26 QUALIFICATIONS TO ENGAGE IN THE BUSINESS OF PROVIDING PLUMBING SERVICES  
27 UNDER TITLE 12 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE;

28 (II) PROVIDES HEATING, VENTILATION, AIR-CONDITIONING, OR  
29 REFRIGERATION SERVICES IN ACCORDANCE WITH A MASTER LICENSE OR A MASTER  
30 RESTRICTED LICENSE ISSUED UNDER TITLE 9A OF THE BUSINESS REGULATION  
31 ARTICLE; OR

32 (III) IS A LICENSED CONTRACTOR UNDER TITLE 8 OF THE BUSINESS  
33 REGULATION ARTICLE.

34 (2) A LICENSEE IS NOT SUBJECT TO:

1 (I) THIS SUBTITLE IF THE SERVICES PROVIDED OR TO BE  
2 PROVIDED UNDER THE SERVICE CONTRACT ARE WITHIN THE SCOPE OF THE  
3 ~~LICENSE'S LICENSEE~~ LICENSEE'S LICENSE; OR

4 (II) ANY PROVISION OF THE INSURANCE ARTICLE APPLICABLE TO  
5 SERVICE CONTRACTS.

6 [14-409.] 14-410.

7 This subtitle may be cited as the Maryland SERVICE CONTRACTS AND  
8 Consumer Products Guaranty Act.

9 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
10 October 1, 2002.