

(c) If a notice of cancellation is withdrawn before its effective date and the insurance coverage is reinstated, the premium finance agreement may require the insured to pay a reinstatement charge in the same amount as the cancellation charge that would have been paid if the cancellation had actually taken effect.

~~(D) A PREMIUM FINANCE AGREEMENT MAY PROVIDE FOR THE PAYMENT OF COLLECTION COSTS AND ATTORNEY'S FEES ON CANCELLATION EQUAL TO 20% OF THE OUTSTANDING DEBT IF THE PREMIUM FINANCE AGREEMENT IS REFERRED FOR COLLECTION TO A COLLECTION AGENCY OR ATTORNEY.~~

23-308.

A premium finance company may charge a dishonored check fee, which may not exceed [\$20] \$25, for actual expenses incurred in the processing of a dishonored check.

23-309.

A premium finance company may not charge an insured or a prospective insured any fee for the expense that the premium finance company incurs in obtaining a comprehensive loss underwriting exchange automobile report (CLUE report) regarding the insured or prospective insured if a producer already has charged the insured or prospective insured for obtaining the report.

23-310.

FILING OF A PREMIUM FINANCE AGREEMENT IS NOT NEEDED TO PERFECT THE VALIDITY OF THE PREMIUM FINANCE AGREEMENT AS A SECURED TRANSACTION AS AGAINST CREDITORS, SUBSEQUENT PURCHASERS, PLEDGEEES, ENCUMBRANCERS, TRUSTEES IN BANKRUPTCY OR ANY OTHER INSOLVENCY PROCEEDING UNDER ANY LAW, OR ANYONE HAVING THE STATUS OR POWER OF ANY OF THOSE PERSONS, THEIR SUCCESSORS, OR ASSIGNS.

23-401.

When in connection with a premium finance agreement a power of attorney or other authority to cancel an insurance contract on behalf of an insured is given to a premium finance company, the premium finance company may not cancel the insurance contract except in accordance with this subtitle.

23-401.1.

(A) EXCEPT AS PROVIDED UNDER SUBSECTION (B) OF THIS SECTION, ANY NOTICE TO AN INSURED SHALL BE SENT BY PERSONAL DELIVERY OR FIRST CLASS MAIL.

~~(A) (B) AT THE OPTION OF THE INSURED WITH RESPECT TO COMMERCIAL AUTOMOBILE, FIRE, OR LIABILITY INSURANCE, AND AT THE REQUEST OF THE INSURED, A PREMIUM FINANCE COMPANY MAY SEND ANY NOTICE REQUIRED UNDER THIS SUBTITLE TO THE INSURED BY PERSONAL DELIVERY, FIRST CLASS MAIL, ELECTRONIC MAIL, OR FACSIMILE TRANSMISSION.~~

~~(B) A NOTICE DELIVERY METHOD OTHER THAN PERSONAL DELIVERY OR FIRST CLASS MAIL MAY BE USED ONLY WITH THE CONSENT OF THE INSURED.~~