

- (1) Perform as required under this subtitle; and
- (2) Compensate the person guaranteed for all reasonable incidental expenses incurred as a result of the breach.

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

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

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

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

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

(ii) The person guaranteed fails to so settle.

14-408.

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

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

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

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

14-409.

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

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