

Annotated Code of Maryland
(2006 Replacement Volume and 2007 Supplement)

BY adding to

Article – Courts and Judicial Proceedings
Section 3–206.1
Annotated Code of Maryland
(2006 Replacement Volume and 2007 Supplement)

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

Article – Courts and Judicial Proceedings

3–206.

(a) [A] EXCEPT AS OTHERWISE PROVIDED IN THIS SUBTITLE, A written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy arising between the parties in the future is valid and enforceable, and is irrevocable, except upon grounds that exist at law or in equity for the revocation of a contract.

(b) This subtitle does not apply to an arbitration agreement between employers and employees or between their respective representatives unless it is expressly provided in the agreement that this subtitle shall apply.

3–206.1.

(A) IN THIS SECTION, “CONSUMER” MEANS A PARTY TO AN ARBITRATION AGREEMENT WHO, IN THE CONTEXT OF THE ARBITRATION AGREEMENT, IS AN INDIVIDUAL, NOT A BUSINESS, WHO SEEKS OR ACQUIRES, INCLUDING BY LEASE, ANY GOODS OR SERVICES PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES INCLUDING FINANCIAL SERVICES, HEALTH CARE SERVICES, OR REAL PROPERTY.

~~(B) ANY PROVISION IN A AN INSURANCE CONTRACT WITH A CONSUMER THAT REQUIRES THE WAIVER OF LIMITS OR WAIVES A TRIAL BY JURY OR JUDGE BY REQUIRING BINDING OR NONBINDING ARBITRATION IS VOID AND UNENFORCEABLE UNLESS PREEMPTED BY FEDERAL LAW.~~

(B) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, ANY PROVISION IN AN INSURANCE CONTRACT WITH A CONSUMER THAT REQUIRES ARBITRATION IS VOID AND UNENFORCEABLE.