

(6) "RENTAL MOTOR VEHICLE" MEANS A PASSENGER CAR OR TRUCK WHICH, ON EXECUTION OF A RENTAL AGREEMENT, IS MADE AVAILABLE TO A LESSEE FOR THE LESSEE'S USE.

(B) THE DIVISION SHALL DEVELOP A FORM FOR COLLISION DAMAGE WAIVERS, AND SHALL MAKE IT AVAILABLE TO ALL LESSORS IN THE STATE.

(C) THE FORM SHALL MEET THE REQUIREMENTS SPECIFIED IN SUBSECTION (E) OF THIS SECTION.

~~(B)~~ (D) A LESSOR MAY NOT DELIVER OR ISSUE FOR DELIVERY IN THIS STATE A RENTAL MOTOR VEHICLE AGREEMENT CONTAINING A COLLISION DAMAGE WAIVER, UNLESS:

~~(1) THE AGREEMENT IS FILED WITH THE ADMINISTRATION AT LEAST 30 DAYS PRIOR TO ITS EFFECTIVE DATE; AND~~

~~(2) THE ADMINISTRATION HAS NOT DISAPPROVED THE COLLISION DAMAGE WAIVER PORTION OF THE AGREEMENT WITHIN THE 30 DAYS.~~

~~(C) THE ADMINISTRATION SHALL DISAPPROVE A COLLISION DAMAGE WAIVER UNDER SUBSECTION (B) OF THIS SECTION UNLESS: UNLESS THE LESSOR USES A SEPARATE COLLISION DAMAGE WAIVER FORM PROVIDED BY THE DIVISION THAT MEETS THE REQUIREMENTS SPECIFIED IN SUBSECTION (E) OF THIS SECTION.~~

(E) THE COLLISION DAMAGE WAIVER FORM SHALL CONTAIN THE FOLLOWING REQUIREMENTS:

(1) THE COLLISION DAMAGE WAIVER IS SHALL BE UNDERSTANDABLE AND IS WRITTEN IN SIMPLE AND READABLE PLAIN LANGUAGE;

(2) THE TERMS OF THE COLLISION DAMAGE WAIVER, INCLUDING, BUT NOT LIMITED TO, ANY CONDITIONS OR EXCLUSIONS APPLICABLE TO THE COLLISION DAMAGE WAIVER, ARE SHALL BE PROMINENTLY DISPLAYED;

(3) ~~EXCEPT PHOTOGRAPHIC COPIES OF APPLICATIONS OR PARTS OF APPLICATIONS, ATTACHED TO OR MADE PART OF THE AGREEMENT ALL RESTRICTIONS, CONDITIONS, OR PROVISIONS IN, OR ENDORSED ON, THE COLLISION DAMAGE WAIVER ARE:~~

~~(i) PRINTED IN TYPE AT LEAST AS LARGE AS BREVIER OR 10 POINT TYPE;~~

~~(ii) WRITTEN IN PEN AND INK; OR~~

~~(iii) TYPEWRITTEN IN OR ON THE AGREEMENT;~~

(4) THE COLLISION DAMAGE WAIVER INCLUDES SHALL INCLUDE A STATEMENT OF THE TOTAL CHARGE FOR THE PERIOD IN