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SENATE BILL NO. 177

Offered January 14, 2026

Prefiled January 9, 2026

A BILL to amend and reenact § 59.1-200 of the Code of Virginia, relating to Virginia Consumer Protection Act; prohibited practices; consumer reproductive or sexual health information.

Patron—Favola

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That § 59.1-200 of the Code of Virginia are amended and reenacted as follows:

§ 59.1-200. Prohibited practices.

A. The following fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful:

1. Misrepresenting goods or services as those of another;
2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another;
4. Misrepresenting geographic origin in connection with goods or services;
5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;
6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or "not first class";
8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised.

In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or offered, shall be *prima facie* evidence of a violation of this subdivision. This paragraph shall not apply when it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or reasonably expected to have at least such quantity or amount for sale;

9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts installed;

11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill for merchandise or services previously ordered;
12. Notwithstanding any other provision of law, using in any manner the words "wholesale," "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the goods or services advertised or offered for sale;

goods or services advertised or offered for sale;

13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal statutes or regulations;

13a. Failing to provide to a consumer, or failing to use or include in any written document or material provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure, notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so provide, use, or include the statement, disclosure, notice, or other information in connection with the consumer transaction;

14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction;

15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516, or 3.2-6517.

59 or 3.2-6519 is a violation of this chapter;

60 16. Failing to disclose all conditions, charges, or fees relating to:

61 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
62 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
63 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
64 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
65 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
66 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
67 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
68 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
69 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
70 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
71 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
72 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
73 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
74 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

75 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of
76 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the
77 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure
78 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

79 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
80 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
81 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
82 overpayments. If the credit balance information is incorporated into statements of account furnished
83 consumers by suppliers within such 60-day period, no separate or additional notice is required;

84 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in
85 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

86 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

87 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

88 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

89 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
90 et seq.);

91 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

92 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
93 seq.);

94 24. Violating any provision of § 54.1-1505;

95 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
96 (§ 59.1-207.34 et seq.);

97 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

98 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

99 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

100 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);

101 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
102 seq.);

103 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

104 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

105 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

106 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

107 35. Using the consumer's social security number as the consumer's account number with the supplier, if
108 the consumer has requested in writing that the supplier use an alternate number not associated with the
109 consumer's social security number;

110 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;

111 37. Violating any provision of § 8.01-40.2;

112 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;

113 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);

114 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;

115 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
116 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in
117 § 59.1-526;

118 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);

119 43. Violating any provision of § 59.1-443.2;

120 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);

121 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
 122 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
 123 47. Violating any provision of § 18.2-239;
 124 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
 125 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
 126 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
 127 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
 128 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
 129 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
 130 products that are used, secondhand or "seconds";
 131 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
 132 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
 133 52. Violating any provision of § 8.2-317.1;
 134 53. Violating subsection A of § 9.1-149.1;
 135 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
 136 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
 137 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
 138 drywall has been permanently installed or affixed;
 139 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
 140 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
 141 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
 142 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
 143 seq.) of Title 54.1;
 144 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
 145 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
 146 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
 147 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
 148 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
 149 59. Violating any provision of subsection E of § 32.1-126;
 150 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
 151 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
 152 61. Violating any provision of § 2.2-2001.5;
 153 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
 154 63. Violating any provision of § 6.2-312;
 155 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
 156 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
 157 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
 158 67. Knowingly violating any provision of § 8.01-27.5;
 159 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
 160 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
 161 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
 162 obligation to pay for the goods or services;
 163 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
 164 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
 165 derivative" means a chemical compound produced by man through a chemical transformation to turn a
 166 compound into a different compound by adding or subtracting molecules to or from the original compound.
 167 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
 168 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
 169 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
 170 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
 171 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
 172 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
 173 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
 174 16 (§ 4.1-1600 et seq.) of Title 4.1;
 175 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
 176 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
 177 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an
 178 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
 179 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
 180 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
 181 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
 182 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to

183 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
184 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
185 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
186 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
187 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
188 16 (§ 4.1-1600 et seq.) of Title 4.1;

189 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in
190 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol
191 that depicts or is in the shape of a human, animal, vehicle, or fruit;

192 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
193 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
194 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
195 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
196 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
197 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

198 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
199 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
200 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
201 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
202 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
203 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

204 75. Violating any provision of § 59.1-466.8;

205 76. Violating subsection F of § 36-96.3:1;

206 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any
207 kratom product that does not include a label listing all ingredients and with the following guidance: "This
208 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,
209 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the
210 plant *Mitragyna speciosa* or any extract thereof;

211 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved
212 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted
213 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,
214 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not
215 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the
216 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning
217 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not
218 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the
219 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved
220 location;

221 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a
222 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any
223 such good or provision of any such continuous service;

224 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

225 81. Selling or offering for sale services as a professional mold remediation to be performed upon any
226 residential dwelling without holding a mold remediation certification from a nationally or internationally
227 recognized certifying body for mold remediation, and failing to comply with (i) the U.S. Environmental
228 Protection Agency's publication on Mold Remediation in Schools and Commercial Buildings, as revised; (ii)
229 the ANSI/IICRC S520 Standard for Professional Mold Remediation, as revised; or (iii) any other equivalent
230 ANSI-accredited mold remediation standard, when conducting or offering to conduct mold remediation in the
231 Commonwealth;

232 82. Willfully violating any provision of § 59.1-444.4;

233 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.);

234 84. Selling any food that is required by the FDA to have a nutrition label that does not meet the
235 requirements of 21 C.F.R. Part 101;

236 85. Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual
237 health information without the consent of the consumer. *This subdivision shall not apply to nonpublic*
238 *personal information subject to the provisions of the federal Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et*
239 *seq.);*

240 86. Violating any provision of Chapter 58 (§ 59.1-607 et seq.); and

241 87. (Effective July 1, 2026) Violating any provision of the Medical Debt Protection Act (§ 59.1-611 et
242 seq.).

243 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease
244 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth

245 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation
246 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

INTRODUCED

SB177