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SENATE BILL NO. 767

Offered January 21, 2026

A BILL to amend and reenact §§ 38.2-517 and 59.1-200 of the Code of Virginia; to amend the Code of Virginia by adding in Title 59.1 a chapter numbered 17.1:1, consisting of sections numbered 59.1-207.6:1 through 59.1-207.6:8; and to repeal § 59.1-207.5:1 of the Code of Virginia, relating to motor vehicle glass repair and replacement; penalties.

Patron—Cifers

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That §§ 38.2-517 and 59.1-200 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding in Title 59.1 a chapter numbered 17.1:1, consisting of sections numbered 59.1-207.6:1 through 59.1-207.6:8, as follows:

§ 38.2-517. Unfair settlement practices; replacement and repair; penalty.

A. No person shall:

1. Require an insured or claimant to utilize designated replacement or repair facilities or services, or the products of designated manufacturers, as a prerequisite to settling or paying any claim arising under a policy or policies of insurance;

2. Engage in any act of coercion or intimidation causing or intended to cause an insured or claimant to utilize designated replacement or repair facilities or services, or the products of designated manufacturers, in connection with settling or paying any claim arising under a policy or policies of insurance;

3. Fail to disclose to the insured or claimant, prior to being referred to a third party representative in connection with a glass claim arising under a motor vehicle insurance policy, that the third party representative is not the insurer and is acting on behalf of the insurer;

4. Fail to disclose to the insured or claimant, at such time as the insurer or its third party representative recommends the use of a designated motor vehicle replacement or repair facility or service, or products of a designated manufacturer, in connection with settling or paying any claim arising under a policy or policies of insurance, that the insured or claimant is under no obligation to use the replacement or repair facility or service or products of the manufacturer recommended by the insurer or by a representative of the insurer;

5. Fail to disclose to the insured or claimant, at such time as it or its third party representative recommends the use of a designated motor vehicle replacement or repair facility in connection with settling or paying any claim arising under a policy or policies of insurance, that the insurer or its third party representative has a financial interest in such replacement or repair facility, if the insurer or its third party representative has such an interest; or

6. Engage in the practice of capping. As used in this subdivision, "capping" means the setting of arbitrary and unreasonable limits on what an insurer will allow as reimbursement for paint and materials; or

7. Violate the provisions of § 59.1-207.6:7.

B. This section shall not be construed to require an insurer to pay an amount for motor vehicle repair services or repair products necessary to properly and fairly repair the vehicle to its pre-loss condition that is greater than the prevailing competitive charges for equivalent services or products charged by similar contractors or repair shops within a reasonable geographic or trade area of the address of the repair facility. Offering an explanation of the extent of an insurer's obligation under this section to its policyholder or third party claimant shall not constitute a violation of this section.

C. Any person violating this section shall be subject to the injunctive, penalty, and enforcement provisions of Chapter 2 (§ 38.2-200 et seq.) of this title. The Commission shall investigate, with the written authorization of the insured or the claimant, any written complaints received pursuant to this section, regardless of whether such written complaints are submitted by an individual or a repair facility. For the purpose of this section, any insurance company utilizing a third party representative shall be held accountable for any violation of this section by such third party representative.

§ 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;

59 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or
60 benefits;

61 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

62 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
63 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
64 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
65 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
66 "not first class";

67 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the
68 price or upon the terms advertised.

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

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

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

80 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill
81 for merchandise or services previously ordered;

82 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"
83 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's
84 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the
85 goods or services advertised or offered for sale;

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

90 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
91 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
92 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
93 provide, use, or include the statement, disclosure, notice, or other information in connection with the
94 consumer transaction;

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

97 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,
98 or 3.2-6519 is a violation of this chapter;

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

100 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
101 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
102 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
103 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
104 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
105 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
106 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
107 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
108 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
109 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
110 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
111 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
112 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
113 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

118 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
119 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
120 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving

121 overpayments. If the credit balance information is incorporated into statements of account furnished
 122 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

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

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

134 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
 135 (§ 59.1-207.34 et seq.);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

154 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
 155 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in
 156 § 59.1-526;

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

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

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

160 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

161 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;

162 47. Violating any provision of § 18.2-239;

163 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);

164 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
 165 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
 166 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
 167 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
 168 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
 169 products that are used, secondhand or "seconds";

170 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);

171 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;

172 52. Violating any provision of § 8.2-317.1;

173 53. Violating subsection A of § 9.1-149.1;

174 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
 175 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
 176 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
 177 drywall has been permanently installed or affixed;

178 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
 179 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
 180 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
 181 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
 182 seq.) of Title 54.1;

- 183 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 184 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 185 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 186 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
- 187 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 188 59. Violating any provision of subsection E of § 32.1-126;
- 189 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
- 190 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 191 61. Violating any provision of § 2.2-2001.5;
- 192 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 193 63. Violating any provision of § 6.2-312;
- 194 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 195 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 196 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 197 67. Knowingly violating any provision of § 8.01-27.5;
- 198 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 199 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 200 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 201 obligation to pay for the goods or services;
- 202 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 203 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 204 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 205 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 206 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 207 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 208 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 209 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 210 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
- 211 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 212 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 213 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 214 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 215 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
- 216 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
- 217 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
- 218 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
- 219 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
- 220 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
- 221 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
- 222 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
- 223 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
- 224 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
- 225 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 226 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 227 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 228 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in
- 229 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol
- 230 that depicts or is in the shape of a human, animal, vehicle, or fruit;
- 231 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 232 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
- 233 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
- 234 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
- 235 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
- 236 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;
- 237 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
- 238 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
- 239 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 240 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
- 241 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
- 242 1, 2023, provided that the person provides documentation of the date of manufacture if requested;
- 243 75. Violating any provision of § 59.1-466.8;
- 244 76. Violating subsection F of § 36-96.3:1;

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

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

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

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

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

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

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

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

275 85. Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual
276 health information without the consent of the consumer;

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

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

280 88. *Violating any provision of the Motor Vehicle Glass Act (§ 59.1-207.6:1 et seq.).*

281 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease
282 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth
283 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation
284 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

285 *CHAPTER 17.1:1.*

286 *MOTOR VEHICLE GLASS ACT.*

287 **§ 59.1-207.6:1. Title of chapter.**

288 *This chapter may be cited as the Motor Vehicle Glass Act.*

289 **§ 59.1-207.6:2. Definitions.**

290 *As used in this chapter, unless the context requires a different meaning:*

291 *"Advanced driver assistance system" means any motor vehicle electronic safety system, as outlined in the*
292 *most recent version of SAE International's SAE J3016 Levels of Driving Automation, that is designed to*
293 *support the driver and motor vehicle in a manner intended to:*

294 *1. Increase motor vehicle safety; and*

295 *2. Reduce losses associated with motor vehicle crashes.*

296 *"Insurance producer" means an individual or business entity licensed under the laws of the*
297 *Commonwealth to sell, solicit, or negotiate insurance contracts. "Insurance producer" includes an agent,*
298 *managing general agent, surplus lines broker, reinsurance intermediary broker and manager, rental vehicle*
299 *agent and rental vehicle agent managing employee, and consultant.*

300 *"Insured" means a person that is entitled, or may be entitled, to receive first-party benefits or payments*
301 *under an insurance policy.*

302 *"Motor vehicle" means the same as that term is defined in § 59.1-207.2.*

303 *"Motor vehicle glass" means the glass and non-glass parts associated with the replacement of the glass*
304 *used in the windshield, doors, or windows of a motor vehicle in the Commonwealth.*

305 *"Motor vehicle glass repair shop" means any person, including the person's employees and agents, that*
306 *for consideration engages in the repair or replacement of damaged motor vehicle glass.*

307 "Notice" means a direct written communication, including verifiable text, email, or APP-based
308 messaging, that is easily accessible by the consumer.

309 "Repair or replacement of damaged motor vehicle glass" includes (i) inspecting, repairing, restoring, or
310 replacing damaged motor vehicle glass and (ii) calibrating or recalibrating an advanced driver assistance
311 system when an incident requires the replacement of damaged motor vehicle glass.

312 "Rights or benefits under the policy" includes the insured's right to receive any and all post-loss benefits
313 or payments available or payable under an insurance policy, including claim payments.

314 **§ 59.1-207.6:3. Post-loss benefit assessment.**

315 A. No insured under a property and casualty insurance policy shall, either prior to or after a claimed or
316 covered loss involving the repair or replacement of damaged motor vehicle glass, assign, delegate, or
317 otherwise transfer, in whole or in part, to any other person the insured's (i) duties under the policy or (ii)
318 rights or benefits under the policy.

319 B. Any contract entered in violation of this section shall be void and unenforceable.

320 C. Nothing in this section shall be construed to prohibit an insured from authorizing or directing payment
321 to, or paying, a person for services, materials, or any other thing that may be, or is, covered under an
322 insurance policy.

323 **§ 59.1-207.6:4. Advanced driver assistance systems.**

324 A. Prior to providing service to an insured for a repair or replacement of damaged motor vehicle glass, a
325 motor vehicle glass repair shop shall notify the insured of each of the following:

326 1. Whether the motor vehicle has an advanced driver assistance system; and

327 2. If the motor vehicle has an advanced driver assistance system:

328 a. Whether calibration or recalibration of the motor vehicle's advanced driver assistance system is needed
329 after a windshield repair or replacement as recommended by the vehicle manufacturer;

330 b. Whether the motor vehicle glass repair shop intends to calibrate or recalibrate the advanced driver
331 assistance system in a manner that meets the motor vehicle manufacturer's specifications; and

332 c. If the motor vehicle glass repair shop is not capable of performing or does not intend to perform such
333 calibration or recalibration, that the motor vehicle should be taken to the vehicle manufacturer's certified
334 dealership or a qualified specialist capable of performing the calibration or recalibration.

335 B. If calibration or recalibration of the motor vehicle's advanced driver assistance system is performed,
336 the motor vehicle glass repair shop shall provide written notice to the insured:

337 1. Of whether the calibration or recalibration was successful; and

338 2. If the calibration or recalibration was not successful, that the motor vehicle should be taken to the
339 vehicle manufacturer's certified dealership or a qualified specialist capable of performing the calibration or
340 recalibration.

341 **§ 59.1-207.6:5. Motor vehicle glass repair claims, duties, and practices.**

342 A. No motor vehicle glass repair shop shall contract with a person for a repair or replacement of
343 damaged motor vehicle glass to be paid for under a first party insurance policy until all of the following are
344 satisfied:

345 1. The person has made a first party claim for the repair or replacement of damaged motor vehicle glass
346 under a motor vehicle insurance policy;

347 2. The motor vehicle glass repair shop has received a claim or referral number for such claim; and

348 3. The requirements of subsection A of § 59.1-207.6:4 have been met.

349 B. A motor vehicle glass repair shop shall:

350 1. Provide the insured with a good faith estimate of the fees and costs that are anticipated to be charged
351 to the insured by the motor vehicle glass repair shop for the repair or replacement of damaged motor vehicle
352 glass;

353 2. Prior to performing service, provide the insured an updated estimate; and

354 3. Not charge more than the reasonable and customary fees and costs to an insured for a repair or
355 replacement of damaged motor vehicle glass and any associated calibration or recalibration of the motor
356 vehicle's advanced driver assistance system as recommended by the vehicle manufacturer specifications.

357 C. Upon completion of a repair or replacement of damaged motor vehicle glass, a motor vehicle glass
358 repair shop shall provide the insured:

359 1. An itemized invoice and, upon payment, a receipt;

360 2. Notice that states whether or not the advanced driver assistance system was successfully calibrated or
361 recalibrated; and

362 3. If the calibration or recalibration was not successful, advice that the insured should not rely on the
363 advanced driver assistance systems until it has been successfully calibrated or recalibrated by the vehicle
364 manufacturer's certified dealership or a qualified specialist capable of performing the calibration or
365 recalibration.

366 Any notice or invoice required under this chapter shall be issued in the same size font as the invoice,
367 estimate, or receipt.

368 **§ 59.1-207.6:6. Prohibited acts.**

369 A. No motor vehicle glass repair shop, or any other person who is compensated for the solicitation of
 370 insurance claims, shall offer a rebate, gift, gift card, cash, coupon, fee, prize, bonus, payment, incentive,
 371 inducement, or any other thing of value to any insured, insurance producer, or other person in exchange for
 372 directing or making a claim under a motor vehicle insurance policy for a repair or replacement of damaged
 373 motor vehicle glass.

374 B. No motor vehicle glass repair shop shall knowingly:

375 1. Charge higher fees and costs to an insured for a repair or replacement of damaged motor vehicle glass
 376 than are reasonable and customarily charged in the locality;

377 2. Submit false, misleading, or incomplete documentation or information to an insured or its insurance
 378 producer, including any agent of the insured or insurance producer, for a repair or replacement of damaged
 379 motor vehicle glass;

380 3. With respect to an insured's claim or potential claim for a repair or replacement of damaged motor
 381 vehicle glass, issue any (i) indication that work was performed in a geographical area that was not the
 382 geographical area where the work occurred or (ii) advice to an insured to falsify the date of damage, if
 383 issuing such indication or advice may result in a higher insurance payment or a change of insurance
 384 coverage status;

385 4. Falsely sign a work order or other insurance-related form relating to an insured's claim, or potential
 386 claim, for a repair or replacement of damaged motor vehicle glass;

387 5. Misrepresent to an insured or its insurance producer, including any agent of the insured or insurance
 388 producer, the price of a proposed repair or replacement of damaged motor vehicle glass;

389 6. State that an insured's insurance producer has approved a repair or replacement of damaged motor
 390 vehicle glass without (i) verifying coverage directly with, or obtaining approval directly from, the insurer or
 391 its insurance producer and (ii) obtaining confirmation of the coverage or approval by facsimile, email, or
 392 other written or recorded communication;

393 7. State that a repair or replacement of damaged motor vehicle glass will be paid for entirely by an
 394 insurance producer and at no cost to the insured unless the coverage has been verified by the insurance
 395 producer or its agent; or

396 8. With respect to an insured's claim, or potential claim, for a repair or replacement of damaged motor
 397 vehicle glass, (i) damage, or encourage an insured to damage, the motor vehicle in order to increase the
 398 scope of the repair or replacement of damaged motor vehicle glass; (ii) perform work that is clearly and
 399 substantially beyond the level of work necessary to restore the motor vehicle to a safe pre-damaged condition
 400 in accordance with accepted or approved reasonable and customary techniques for the repair or replacement
 401 of damaged motor vehicle glass; (iii) misrepresent the motor vehicle glass repair shop's relationship to an
 402 insured or the insurer's agent; or (iv) perform any other act that constitutes fraud or misrepresentation.

403 C. It shall be presumed that a motor vehicle glass repair shop is acting knowingly in violation of this
 404 section if the motor vehicle glass repair shop engages in a regular and consistent pattern of the prohibited
 405 activity.

406 **§ 59.1-207.6:7. Right of insured to choose the motor vehicle glass repair shop.**

407 A. No insured making a first-party claim for a repair or replacement of damaged motor vehicle glass
 408 under a motor vehicle insurance policy shall be required to use a particular motor vehicle glass repair shop
 409 to receive claim payments or other benefits under the policy.

410 B. This section shall not be construed to:

411 1. Prohibit an insurer, insurance producer, insurance adjuster, or any person acting on behalf of an
 412 insurer, insurance producer, or insurance adjuster from recommending a motor vehicle glass repair shop or
 413 providing an explanation to an insured of the coverage available, and any applicable liability limit, under
 414 any insurance policy.

415 2. Prohibit an insurer from maintaining a network of motor vehicle glass repair shops; or

416 3. Create a private cause of action.

417 **§ 59.1-207.6:8. Enforcement; penalties.**

418 Any violation of the provisions of this chapter shall constitute a prohibited practice pursuant to the
 419 provisions of § 59.1-200 and shall be subject to any and all of the enforcement provisions of the Virginia
 420 Consumer Protection Act (§ 59.1-196 et seq.).

421 **2. That § 59.1-207.5:1 of the Code of Virginia is repealed.**

422 **3. That the provisions of this act shall apply to insurance policies issued or renewed on or after the**
 423 **effective date of this act.**