

HOUSE BILL NO. 677

## AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on Labor and Commerce

on \_\_\_\_\_)

(Patron Prior to Substitute—Delegate Maldonado)

*A BILL to amend and reenact §§ 38.2-2114 and 59.1-200 of the Code of Virginia and to amend the Code of Virginia by adding a section numbered 38.2-1905.2 and by adding in Title 59.1 a chapter numbered 60, consisting of sections numbered 59.1-614 through 59.1-617, relating to residential property owners; insurance policies; roofing services by contractors; prohibited practices and consumer protection.*

**Be it enacted by the General Assembly of Virginia:**

**1. That §§ 38.2-2114 and 59.1-200 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding a section numbered 38.2-1905.2 and by adding in Title 59.1 a chapter numbered 60, consisting of sections numbered 59.1-614 through 59.1-617, as follows:**

**§ 38.2-1905.2. Insurer not to increase premiums in certain instances; roof age and condition.**

*A. No insurer shall increase the premiums of a policy written to insure an owner-occupied dwelling solely based on the age of the roof (i) if the roof is less than 15 years old or (ii) without permitting the owner or purchaser of the dwelling to provide written proof of the actual age of the roof. In the absence of such proof, the insurer shall permit a roof inspection performed by an authorized inspector at the owner's or purchaser's expense to determine the actual age of the roof.*

*B. For the purposes of this section, the actual age of the roof shall be calculated using (i) the last date on which 100 percent of the roof's surface area was built or replaced in accordance with the building code in effect at such time or (ii) the initial date of a partial roof replacement when subsequent partial roof builds or replacements were completed that resulted in 100 percent of the roof's surface area being built or replaced.*

*C. Notwithstanding the age of the roof, no insurer shall increase the premiums of a policy written to insure an owner-occupied dwelling solely based on the condition of the roof if an authorized inspector reports that the roof has five years or more of useful life remaining.*

*D. For the purposes of this section, "authorized inspector" means a home inspector licensed under Chapter 5 of Title 54.1 (§ 54.1-500 et seq.), a contractor with a residential building classification licensed under Chapter 11 of Title 54.1 (§ 54.1-1100 et seq.), a professional engineer, or any other individual or entity recognized by an insurer as possessing the necessary qualifications to properly complete a general inspection of a residential structure insured with a homeowner's insurance policy.*

*E. For the purposes of this subsection, copies of receipts or contracts from the initial roof installation or*

33 replacement, copies of building permits for installation or replacement, or a report from an authorized  
34 inspector estimating the age of the roof or that the roof has five years or more of useful life remaining  
35 provided by the owner or purchaser shall be sufficiently determinative of the age or condition of the roof.

36 F. The Commission may review rates and rating plans for compliance with this section pursuant to  
37 § 38.2-1909 and may disapprove rates, pursuant to § 38.2-1910, that do not comply.

38 **§ 38.2-2114. Grounds and procedure for termination of policy; contents of notice; review by**  
39 **Commissioner; exceptions; immunity from liability.**

40 A. Notwithstanding the provisions of § 38.2-2105, no policy or contract written to insure owner-occupied  
41 dwellings shall be canceled by an insurer unless written notice is mailed or delivered to the named insured at  
42 the address stated in the policy, or is delivered electronically to the address provided by the named insured,  
43 and cancellation is for one of the following reasons:

44 1. Failure to pay the premium when due;

45 2. Conviction of a crime arising out of acts increasing the probability that a peril insured against will  
46 occur;

47 3. Discovery of fraud or material misrepresentation;

48 4. Willful or reckless acts or omissions increasing the probability that a peril insured against will occur as  
49 determined from a physical inspection of the insured premises;

50 5. Physical changes in the property which result in the property becoming uninsurable as determined from  
51 a physical inspection of the insured premises; or

52 6. Foreclosure efforts by the secured party against the subject property covered by the policy that have  
53 resulted in the sale of the property by a trustee under a deed of trust as duly recorded in the land title records  
54 of the jurisdiction in which the property is located.

55 B. No policy or contract written to insure owner-occupied dwellings shall be terminated by an insurer by  
56 refusal to renew except at the expiration of the stated policy period or term and unless the insurer or its agent  
57 acting on behalf of the insurer mails or delivers to the named insured, at the address stated in the policy, or  
58 delivers electronically to the address provided by the named insured, written notice of the insurer's refusal to  
59 renew the policy or contract.

60 C. A written notice of cancellation of or refusal to renew a policy or contract written to insure owner-  
61 occupied dwellings shall:

62 1. State the date that the insurer proposes to terminate the policy or contract, which shall be at least 30

63 days after mailing or delivering to the named insured the notice of cancellation or refusal to renew. However,  
64 when the policy is being terminated for the reason set forth in subdivision A 1, the date that the insurer  
65 proposes to terminate the policy may be less than 30 days but at least 10 days from the date of mailing or  
66 delivery;

67 2. State the specific reason for terminating the policy or contract and provide for the notification required  
68 by the provisions of §§ 38.2-608 and 38.2-609 and subsection B of § 38.2-610. However, those notification  
69 requirements shall not apply when the policy is being canceled or not renewed for the reason set forth in  
70 subdivision A 1;

71 3. Advise the insured that within 10 days of receipt of the notice of termination he may request in writing  
72 that the Commissioner review the action of the insurer in terminating the policy or contract;

73 4. Advise the insured of his possible eligibility for fire insurance coverage through the Virginia Property  
74 Insurance Association; and

75 5. Be in a type size authorized by § 38.2-311.

76 D. Within 10 days of receipt of the notice of termination any insured or his attorney shall be entitled to  
77 request in writing to the Commissioner that he review the action of the insurer in terminating a policy or  
78 contract written to insure owner-occupied dwellings. Upon receipt of the request, the Commissioner shall  
79 promptly initiate a review to determine whether the insurer's cancellation or refusal to renew complies with  
80 the requirements of this section and of § 38.2-2113, if sent by mail or delivered electronically. The policy  
81 shall remain in full force and effect during the pendency of the review by the Commissioner except where the  
82 cancellation or refusal to renew is for reason of nonpayment of premium, in which case the policy shall  
83 terminate as of the date stated in the notice. Where the Commissioner finds from the review that the  
84 cancellation or refusal to renew has not complied with the requirements of this section or of § 38.2-2113, if  
85 sent by mail or delivered electronically, he shall immediately notify the insurer, the insured, and any other  
86 person to whom notice of cancellation or refusal to renew was required to be given by the terms of the policy  
87 that the cancellation or refusal to renew is not effective. Nothing in this section authorizes the Commissioner  
88 to substitute his judgment as to underwriting for that of the insurer.

89 E. Nothing in this section shall apply:

90 1. To any policy written to insure owner-occupied dwellings that has been in effect for less than 90 days  
91 when the notice of termination is mailed or delivered to the insured, unless it is a renewal policy;

92 2. If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by

93 issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise  
94 manifested its willingness to renew in writing to the insured. The written manifestation shall include the name  
95 of a proposed insurer, the expiration date of the policy, the type of insurance coverage, and information  
96 regarding the estimated renewal premium;

97 3. If the named insured or his duly constituted attorney-in-fact has notified the insurer or its agent orally,  
98 or in writing, if the insurer requires such notification to be in writing, that he wishes the policy to be canceled,  
99 or that he does not wish the policy to be renewed, or if, prior to the date of expiration, he fails to accept the  
100 offer of the insurer to renew the policy;

101 4. To any contract or policy written through the Virginia Property Insurance Association or any residual  
102 market facility established pursuant to Chapter 27 (§ 38.2-2700 et seq.); or

103 5. If an affiliated insurer has manifested its willingness to provide coverage at a lower premium than  
104 would have been charged for the same exposures on the expiring policy. The affiliated insurer shall manifest  
105 its willingness to provide coverage by issuing a policy with the types and limits of coverage at least equal to  
106 those contained in the expiring policy unless the named insured has requested a change in coverage or limits.  
107 When such offer is made by an affiliated insurer, an offer of renewal shall not be required of the insurer of the  
108 expiring policy, and the policy issued by the affiliated insurer shall be deemed to be a renewal policy.

109 F. Each insurer shall maintain, for at least one year, records of cancellation and refusal to renew and  
110 copies of every notice or statement referred to in subsection E that it sends to any of its insureds.

111 G. There shall be no liability on the part of and no cause of action of any nature shall arise against the  
112 Commissioner or his subordinates; any insurer, its authorized representative, its agents, or its employees; or  
113 any firm, person or corporation furnishing to the insurer information as to reasons for cancellation or refusal  
114 to renew, for any statement made by any of them in complying with this section or for providing information  
115 pertaining to the cancellation or refusal to renew.

116 H. Nothing in this section requires an insurer to renew a policy written to insure owner-occupied  
117 dwellings, if the insured does not conform to the occupational or membership requirements of an insurer who  
118 limits its writings to an occupation or membership of an organization.

119 I. No insurer or agent shall refuse to renew a policy written to insure an owner-occupied dwelling, solely  
120 because of any one or more of the following factors:

121 1. Age;

122        2. Sex;

123        3. Residence;

124        4. Race;

125        5. Color;

126        6. Creed;

127        7. National origin;

128        8. Ancestry;

129        9. Marital status;

130        10. Sexual orientation;

131        11. Gender identity;

132        12. Lawful occupation, including the military service; however, nothing in this subsection shall require  
133        any insurer to renew a policy for an insured where the insured's occupation has changed so as to increase  
134        materially the risk;

135        13. Credit information contained in a "consumer report," as defined in the federal Fair Credit Reporting  
136        Act, 15 U.S.C. § 1681 et seq., bearing on a natural person's creditworthiness, credit standing or credit  
137        capacity. If credit information is used, in part, as the basis for the nonrenewal, such credit information shall  
138        be based on a consumer report procured within 120 days from the effective date of the nonrenewal;

139        14. Any claim resulting primarily from natural causes;

140        15. One or more claims that were incurred more than 60 months immediately prior to the expiration of the  
141        current policy period; or

142        16. Any inquiry from an insured about his insurance coverage or policy provisions. For purposes of this  
143        subdivision, "inquiry" means a written or oral communication by an insured seeking information regarding  
144        coverage or policy provisions that does not notify the insurer of a loss, incident or accident, and that does not  
145        provide information indicating an increase in the hazard insured against. An insurer shall not report any  
146        inquiry as a claim to a loss history database maintained by a consumer reporting agency or insurance support  
147        organization.

148        Nothing in this section prohibits any insurer from setting rates in accordance with relevant actuarial data.

149        J. No insurer shall cancel or refuse to renew a policy written to insure an owner-occupied dwelling  
150        because an insured under the policy is a foster parent and foster children reside at the insured dwelling.

151       K. No insurer shall refuse coverage or cancel or refuse to renew a policy written to insure an owner-  
152       occupied dwelling solely based on the age of the roof (i) if the roof is less than 15 years old or (ii) without  
153       permitting the owner or purchaser of the dwelling to provide written proof of the actual age of the roof. In the  
154       absence of such proof, the insurer shall permit a roof inspection performed by an authorized inspector at the  
155       owner's or purchaser's expense to determine the actual age of the roof.

156       1. For the purposes of this subsection, the actual age of the roof shall be calculated using (i) the last date  
157       on which 100 percent of the roof's surface area was built or replaced in accordance with the building code in  
158       effect at such time or (ii) the initial date of a partial roof replacement when subsequent partial roof builds or  
159       replacements were completed that resulted in 100 percent of the roof's surface area being built or replaced.

160       2. Notwithstanding the age of the roof, no insurer shall refuse coverage or cancel or refuse to renew a  
161       policy written to insure an owner-occupied dwelling solely based on the condition of the roof if an authorized  
162       inspector reports that the roof has five years or more of useful life remaining. If an authorized inspector  
163       reports that the roof has five years or more of useful life remaining, replacement of the roof shall not be  
164       required as a condition of issuing or renewing a policy to insure an owner-occupied dwelling. For a roof that  
165       is at least 15 years old, the insurer shall permit a roof inspection performed by an authorized inspector at the  
166       owner's or purchaser's expense before requiring the replacement of the roof as a condition of issuing or  
167       renewing a policy to insure an owner-occupied dwelling.

168       3. For the purposes of this subsection, "authorized inspector" means a home inspector licensed under  
169       Chapter 5 of Title 54.1 (§ 54.1-500 et seq.), a contractor with a residential building classification licensed  
170       under Chapter 11 of Title 54.1 (§ 54.1-1100 et seq.), a professional engineer, or any other individual or  
171       entity recognized by an insurer as possessing the necessary qualifications to properly complete a general  
172       inspection of a residential structure insured with an owner-occupied dwelling insurance policy.

173       4. For the purposes of this subsection, copies of receipts or contracts from the initial roof installation or  
174       replacement, copies of building permits for installation or replacement, or a report from an authorized  
175       inspector estimating the age of the roof or that the roof has five years or more of useful life remaining  
176       provided by the owner or purchaser shall be sufficiently determinative of the age or condition of the roof.

177       **§ 59.1-200. Prohibited practices.**

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

180       1. Misrepresenting goods or services as those of another;

181       2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

182        3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
183        with another;

184        4. Misrepresenting geographic origin in connection with goods or services;

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

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

188        7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
189        deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
190        and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
191        repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
192        "not first class";

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

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

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

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

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

208        12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
209        "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
210        business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the

211 goods or services advertised or offered for sale;

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

216 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
217 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
218 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
219 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
220 consumer transaction;

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

223 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,  
224 or 3.2-6519 is a violation of this chapter;

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

226 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
227 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
228 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
229 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
230 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
231 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
232 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
233 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
234 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
235 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
236 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
237 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
238 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
239 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

240 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of

241 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
242 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
243 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

244 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
245 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
246 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
247 overpayments. If the credit balance information is incorporated into statements of account furnished  
248 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

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

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

260 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
261 (§ 59.1-207.34 et seq.);

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

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

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

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

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

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

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

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

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

272 35. Using the consumer's social security number as the consumer's account number with the supplier, if

273 the consumer has requested in writing that the supplier use an alternate number not associated with the

274 consumer's social security number;

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

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

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

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

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

280 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525

281 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in

282 § 59.1-526;

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

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

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

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

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

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

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

290 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has

291 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable

292 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has

293 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the

294 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's

295 products that are used, secondhand or "seconds";

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

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

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

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

300 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling

301 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
302 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
303 drywall has been permanently installed or affixed;

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

309 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);

310 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;

311 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
312 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
313 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

314 59. Violating any provision of subsection E of § 32.1-126;

315 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
316 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

317 61. Violating any provision of § 2.2-2001.5;

318 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

319 63. Violating any provision of § 6.2-312;

320 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

321 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

322 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

323 67. Knowingly violating any provision of § 8.01-27.5;

324 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
325 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
326 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
327 obligation to pay for the goods or services;

328 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
329 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
330 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
331 compound into a different compound by adding or subtracting molecules to or from the original compound.

332 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
333 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
334 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

335 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
336 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
337 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
338 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
339 16 (§ 4.1-1600 et seq.) of Title 4.1;

340 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
341 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
342 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  
343 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
344 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
345 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
346 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
347 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
348 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
349 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
350 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
351 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
352 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
353 16 (§ 4.1-1600 et seq.) of Title 4.1;

354 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in  
355 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol  
356 that depicts or is in the shape of a human, animal, vehicle, or fruit;

357 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
358 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
359 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
360 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
361 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
362 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

363        74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
364        label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
365        products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
366        Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
367        (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
368        1, 2023, provided that the person provides documentation of the date of manufacture if requested;

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

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

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

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

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

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

390        81. Selling or offering for sale services as a professional mold remedediator to be performed upon any  
391        residential dwelling without holding a mold remediation certification from a nationally or internationally  
392        recognized certifying body for mold remediation, and failing to comply with (i) the U.S. Environmental

393 Protection Agency's publication on Mold Remediation in Schools and Commercial Buildings, as revised; (ii)  
394 the ANSI/IICRC S520 Standard for Professional Mold Remediation, as revised; or (iii) any other equivalent  
395 ANSI-accredited mold remediation standard, when conducting or offering to conduct mold remediation in the  
396 Commonwealth;

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

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

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

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

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

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

406 88. *Violating any provision of Chapter 60 (§ 59.1-614 et seq.).*

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

411 *CHAPTER 60.*

412 *RESIDENTIAL PROPERTY OWNERS PROTECTION ACT.*

413 **§ 59.1-614. Definitions.**

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

415 *"Advertisement" means any written or electronic communication by a contractor, including a door  
416 hanger, business card, magnet flyer, pamphlet, phone call, or email, that could be reasonably interpreted to  
417 encourage, instruct, or induce a residential property owner to contact a contractor for the purpose of making  
418 an insurance claim for roof damage.*

419 *"Contractor" has the same meaning as provided in § 54.1-1100, except that actions by any person acting  
420 on behalf of a contractor, including an employee engaged in soliciting on behalf of a contractor, shall be  
421 considered the actions of the contractor.*

422 *"Residential property owner" means a person who holds the legal title to residential real property and*

423 *does not include the Commonwealth or its agencies or political subdivisions.*

424 *"Soliciting" means contacting (i) in person; (ii) by electronic means, including e-mail, telephone, and any*  
425 *other real-time online communication directed to a specific person; or (iii) by delivery to a specific person or*  
426 *residential dwelling.*

427 **§ 59.1-615. Prohibited conduct; prohibited advertisements.**

428 *A. No contractor shall knowingly or willfully pay, waive, or rebate all or part of an insurance deductible*  
429 *applicable to payment to the contractor for repairs to a residential property covered by a policy or contract*  
430 *written to insure an owner-occupied property.*

431 *B. No contractor shall, directly or indirectly, engage in the following practices:*

432 *1. Soliciting a residential property owner by means of an advertisement that does not state, in the larger*  
433 *of 12-point font or a size at least half as large as the largest font size used in the communication, that (i) the*  
434 *residential property owner is responsible for payment of any insurance deductible; (ii) no contractor may*  
435 *engage in the unauthorized practice of public adjusting, as defined in Article § 38.2-1845.1; and (iii) it is a*  
436 *violation of the Virginia Consumer Protection Act (§ 59.1-196 et seq.) to knowingly or willfully and with the*  
437 *intent injure, defraud, or deceive, pay, waive, or rebate all or part of an insurance deductible applicable to*  
438 *payment to the contractor for repairs to a property covered by an insurance policy written to insure an*  
439 *owner-occupied dwelling;*

440 *2. Offering to a residential property owner a rebate, credit, gift, gift certificate, cash, coupon, or waiver*  
441 *or in any other manner assisting the residential property owner in avoiding monetary payment of a required*  
442 *insurance deductible, or any other thing of value, in exchange for (i) permitting the contractor to conduct an*  
443 *inspection of the residential property owner's roof, or (ii) making an insurance claim for damage to the*  
444 *residential property owner's roof;*

445 *3. Offering, delivering, receiving, or accepting any compensation, inducement, or reward for the referral*  
446 *of any services for which property insurance proceeds are payable. Payment by the residential property*  
447 *owner or insurance company to a contractor for roofing services rendered shall not constitute compensation*  
448 *for a referral;*

449 *4. Providing a residential property owner with an agreement authorizing repairs without providing a*  
450 *good faith estimate of the itemized and detailed cost of services and materials for repairs undertaken*  
451 *pursuant to a property insurance claim. A contractor shall not be in violation of this subdivision if, as a result*  
452 *of the process of the insurer adjusting a claim, the actual cost of repairs differs from the initial estimate;*

453 *5. Executing a contract with a residential property owner to provide roofing services without including a*

454 notice that the contractor shall not engage in the practices set forth in subdivision 2. If the contractor fails to  
455 include such notice, the residential property owner may void the contract within 10 days after execution; and  
456 6. Executing a contract to provide roofing services for a residential property owner without including in  
457 the contract, or adding as an attachment to the contract, the following language in bold type in at least 14-  
458 point font on the page reserved for the residential property owner's signature:

459 **"IF THE PROPOSED WORK IS RELATED TO AN INSURANCE CLAIM, YOU, THE RESIDENTIAL  
460 PROPERTY OWNER, SHOULD CONTACT YOUR INSURANCE COMPANY TO VERIFY COVERAGE FOR  
461 THE PROPOSED ROOFING SERVICES, INCLUDING ANY CLAIMS, DEDUCTIBLES, AND POLICY  
462 TERMS, BEFORE SIGNING THIS CONTRACT. BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE  
463 THAT YOU HAVE BEEN ADVISED TO CONTACT YOUR INSURANCE PROVIDER REGARDING  
464 COVERAGE AND REIMBURSEMENT OF THE PROPOSED WORK."**

465 **§ 59.1-616. State of emergency; required notice; right to cancel contract.**

466 A. A residential property owner may cancel a contract with a contractor to provide roofing services  
467 within the earlier of 10 days after the execution of the contract or by the official start date of the services, if  
468 (i) the contract was entered into within 180 days of the declaration of a state of emergency by the Governor  
469 and (ii) the residential property is located within the geographic area for which the declaration of the state of  
470 emergency applies. The residential property owner shall send the notice of cancellation by certified mail,  
471 return receipt requested, or other form of mail that provides proof of delivery to the contractor's address  
472 specified in the contract.

473 B. Upon the declaration of a state of emergency by the Governor, a contractor executing a contract to  
474 provide roofing services with a residential property owner for a property located within the geographic area  
475 for which the declaration of the state of emergency applies shall include, or add as an attachment to the  
476 contract, the following language in bold type in at least 14-point font on the page reserved for the residential  
477 property owner's signature:

478 **"YOU, THE RESIDENTIAL PROPERTY OWNER, MAY CANCEL THIS CONTRACT WITHOUT  
479 PENALTY OR OBLIGATION WITHIN THE EARLIER OF 10 DAYS AFTER THE EXECUTION OF THE  
480 CONTRACT OR BY THE OFFICIAL START DATE OF THE SERVICES BECAUSE THIS CONTRACT WAS  
481 ENTERED INTO WITHIN 180 DAYS OF THE DECLARATION OF A STATE OF EMERGENCY BY THE  
482 GOVERNOR. THE OFFICIAL START DATE OF THE SERVICES IS THE DATE ON WHICH THE WORK  
483 THAT INCLUDES THE INSTALLATION OF MATERIALS THAT WILL BE INCLUDED IN THE FINAL  
484 WORK ON THE ROOF COMMENCES, A PERMIT HAS BEEN ISSUED, OR A TEMPORARY REPAIR TO**

485    *THE ROOF HAS BEEN MADE IN COMPLIANCE WITH THE VIRGINIA BUILDING CODE."*

486    *§ 59.1-617. Enforcement.*

487    *Any violation of this chapter shall constitute a prohibited practice under the provisions of § 59.1-200 and*

488    *shall be subject to any and all of the enforcement provisions of the Virginia Consumer Protection Act*

489    *(§ 59.1-196 et seq.).*