

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact § 59.1-200 of the Code of Virginia and to amend the Code of Virginia by*
 3 *adding in Title 59.1 a chapter numbered 60, consisting of sections numbered 59.1-614, 59.1-615, and*
 4 *59.1-616, relating to Safeguarding American Veteran Empowerment Act; prohibited practices; penalties.*

5 [H 398]

6 Approved

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

8 **1. That § 59.1-200 of the Code of Virginia is amended and reenacted and that the Code of Virginia is**
 9 **amended by adding in Title 59.1 a chapter numbered 60, consisting of sections numbered 59.1-614,**
 10 **59.1-615, and 59.1-616, as follows:**

11 **§ 59.1-200. Prohibited practices.**12 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer
 13 transaction are hereby declared unlawful:

- 14 1. Misrepresenting goods or services as those of another;
- 15 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- 16 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,
 17 with another;
- 18 4. Misrepresenting geographic origin in connection with goods or services;
- 19 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or
 20 benefits;
- 21 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
- 22 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
 23 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
 24 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
 25 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
 26 "not first class";

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

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

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

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

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

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

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

50 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
 51 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
 52 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
 53 provide, use, or include the statement, disclosure, notice, or other information in connection with the
 54 consumer transaction;

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

- 57 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,
58 or 3.2-6519 is a violation of this chapter;
- 59 16. Failing to disclose all conditions, charges, or fees relating to:
- 60 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
61 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
62 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
63 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
64 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
65 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
66 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
67 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
68 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
69 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
70 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
71 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
72 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
73 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;
- 74 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of
75 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the
76 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure
77 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;
- 78 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
79 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
80 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
81 overpayments. If the credit balance information is incorporated into statements of account furnished
82 consumers by suppliers within such 60-day period, no separate or additional notice is required;
- 83 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in
84 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;
- 85 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);
- 86 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
- 87 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
- 88 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
89 et seq.);
- 90 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 91 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
92 seq.);
- 93 24. Violating any provision of § 54.1-1505;
- 94 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
95 (§ 59.1-207.34 et seq.);
- 96 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 97 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 98 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 99 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 100 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
101 seq.);
- 102 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 103 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 104 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 105 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 106 35. Using the consumer's social security number as the consumer's account number with the supplier, if
107 the consumer has requested in writing that the supplier use an alternate number not associated with the
108 consumer's social security number;
- 109 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 110 37. Violating any provision of § 8.01-40.2;
- 111 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 112 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 113 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 114 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
115 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in
116 § 59.1-526;
- 117 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 118 43. Violating any provision of § 59.1-443.2;

- 119 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 120 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 121 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 122 47. Violating any provision of § 18.2-239;
- 123 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 124 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 125 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 126 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
- 127 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
- 128 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
- 129 products that are used, secondhand or "seconds";
- 130 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 131 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 132 52. Violating any provision of § 8.2-317.1;
- 133 53. Violating subsection A of § 9.1-149.1;
- 134 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
- 135 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
- 136 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
- 137 drywall has been permanently installed or affixed;
- 138 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
- 139 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
- 140 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
- 141 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
- 142 seq.) of Title 54.1;
- 143 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 144 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 145 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 146 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
- 147 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 148 59. Violating any provision of subsection E of § 32.1-126;
- 149 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
- 150 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 151 61. Violating any provision of § 2.2-2001.5;
- 152 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 153 63. Violating any provision of § 6.2-312;
- 154 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 155 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 156 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 157 67. Knowingly violating any provision of § 8.01-27.5;
- 158 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 159 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 160 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 161 obligation to pay for the goods or services;
- 162 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 163 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 164 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 165 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 166 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 167 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 168 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 169 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 170 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
- 171 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 172 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 173 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 174 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 175 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
- 176 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
- 177 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
- 178 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
- 179 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
- 180 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

240 88. *Violating any provision of the Safeguarding American Veteran Empowerment Act (§ 59.1-614 et seq.).*

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

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

CHAPTER 60.

SAFEGUARDING AMERICAN VETERAN EMPOWERMENT ACT.

§ 59.1-614. *Definitions.*

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

"Compensation" means the payment of any money, thing of value, or economic benefit in return for services rendered.

"Person" means the same as that term is defined in § 59.1-198.

"Veterans' benefits matter" means the preparation, presentation, or prosecution of any claim affecting any individual who has filed or expressed an intent to file a claim for any benefit, program, service, commodity, function, or status that is offered under the laws and regulations administered by the U.S. Department of Veterans Affairs or the Department of Veterans Services pertaining to veterans, their dependents, their survivors, and any other individual eligible for such benefits.

§ 59.1-615. *Prohibited practices; required disclosure.*

A. No person shall receive compensation for referring any individual to another person to prepare, present, prosecute, advise, consult, or assist such individual regarding any veterans' benefits matter.

B. No person shall receive compensation for any services rendered in connection to a veterans' benefits matter involving a claim filed within one year of a veteran's release from active duty unless such veteran signs a waiver stating that the veteran opts to deny the free services available during such one-year period.

C. A person seeking to receive compensation for preparing, presenting, prosecuting, advising, consulting, or assisting any individual regarding any veterans' benefits matter shall, before rendering any services, memorialize the specific terms by which the compensation amount will be determined in a written agreement signed by both parties. Such compensation shall be contingent on an increase in benefits awarded, and if such increase occurs, such compensation shall not exceed five times the amount of the monthly increase in benefits awarded based on the claim. In the event that an award of benefits is reversed, such person shall refund any compensation collected from the veteran, except that this requirement shall not apply to decisions to lower benefits based on improving functionality. No such person shall charge any initial or nonrefundable fee for the purpose of rendering any such services.

D. No person shall guarantee, directly or by implication, a successful outcome or that any individual is certain to receive a particular outcome regarding any veterans' benefits matter.

E. Any person preparing, presenting, prosecuting, advising, consulting, or assisting any individual regarding any veterans' benefits matter for compensation shall provide the following written disclosure at the outset of the business relationship:

"This business is not sponsored by, or affiliated with, the U.S. Department of Veterans Affairs, the Department of Veterans Services, or any other federally chartered veterans service organization. Other organizations, including the Department of Veterans Services, a local veterans service organization, or other federally chartered veterans service organizations, may be able to provide you with this service free of charge. Products or services offered by this business are not necessarily endorsed by any of these organizations. You may qualify for other veterans' benefits beyond the benefits for which you are receiving services here."

Such written disclosure shall appear in at least 12-point font in a conspicuous place in the person's agreement with the individual seeking services. The individual shall sign such written disclosure to verify receipt and understanding of its contents. The person offering services shall retain a copy of the signed written disclosure until at least one year after such services end.

F. No person preparing, presenting, prosecuting, advising, consulting, or assisting any individual regarding any veterans' benefits matter for compensation shall:

1. Utilize international call centers to process veterans' personal information;
2. Use a veteran's personal login, username, or password information to access such veteran's medical, financial, or government benefits information; or
3. Permit any individual to access a veteran's medical or financial information without undergoing a background check conducted by a reputable source, including identity verification and a criminal records check.

G. Nothing in this chapter shall be construed to apply to, limit, or expand the requirements imposed on agents, attorneys, or other representatives accredited and regulated by the U.S. Department of Veterans Affairs.

§ 59.1-616. *Enforcement; penalties.*

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