

## 1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 46.2-1181 and 59.1-200 of the Code of Virginia; to amend the Code of*  
 3 *Virginia by adding in Title 59.1 a chapter numbered 17.1:1, consisting of sections numbered 59.1-207.6:1*  
 4 *through 59.1-207.6:4; and to repeal § 59.1-207.5:1 of the Code of Virginia, relating to motor vehicles;*  
 5 *emissions; glass repair and replacement; penalties.*

6 [S 767]

7 Approved

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

9 **1. That §§ 46.2-1181 and 59.1-200 of the Code of Virginia are amended and reenacted and that the**  
 10 **Code of Virginia is amended by adding in Title 59.1 a chapter numbered 17.1:1, consisting of sections**  
 11 **numbered 59.1-207.6:1 through 59.1-207.6:4, as follows:**

12 **§ 46.2-1181. Emissions inspection; cost of repairs; waivers.**

13 A. A motor vehicle shall qualify for an emissions inspection waiver in the event that such vehicle has  
 14 failed an initial inspection and subsequently failed a reinspection *or the vehicle's onboard diagnostic system*  
 15 *is in a not-ready condition to be tested when presented for reinspection* if the owner provides written proof  
 16 that (i) at least the amount specified in this section has been spent by the owner on the maintenance and repair  
 17 of the vehicle's engine and emission control system and related equipment and (ii) any emission control  
 18 system or part thereof ~~which~~ *that* has been removed, damaged, or rendered inoperable by any act enumerated  
 19 in § 46.2-1048 has been replaced and restored to operating condition.

20 B. The Director shall establish and revise, as necessary, specifications and procedures for motor vehicle  
 21 maintenance and repair of pollution control devices and systems.

## 22 C. For the purposes of subsection A:

23 1. For motor vehicles subject to basic emissions inspections under subsection A of § 46.2-1178, cost  
 24 limitations on repairs under the emissions inspection program, including parts and labor, but excluding costs  
 25 of repairs covered by warranties, shall be \$175 for pre-1980 model vehicles and \$200 for 1980 and newer  
 26 vehicles, using 2012, or a later date if allowed by federal regulations and approved by the Board, as the base  
 27 year and annually adjusted by the Consumer Price Index. The Board may phase in waiver amounts.

28 2. For motor vehicles subject to emissions inspections under subsection C of § 46.2-1178, the cost  
 29 limitations on repairs shall be a base amount of \$450 per vehicle using 1990, or a later date if allowed by  
 30 federal regulations and approved by the Board, as the base year and annually adjusted by the Consumer Price  
 31 Index. The Board may phase in waiver amounts.

32 3. Repairs credited toward this waiver must be done by a repair technician certified in accordance with  
 33 § 46.2-1180. Repairs shall include parts and labor.

34 D. For the purposes of subsection A ~~of this section~~, for motor vehicles subject to emissions inspections  
 35 under subsection B of § 46.2-1178, the cost limitations on repairs under the emissions inspection program,  
 36 including parts and labor but excluding costs of repairs covered by warranties, shall be:

- 37 1. \$75 for pre-1981 vehicles; and
- 38 2. \$200 for 1981 and newer vehicles.

39 **§ 59.1-200. Prohibited practices.**

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

- 42 1. Misrepresenting goods or services as those of another;
- 43 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- 44 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
 45 with another;
- 46 4. Misrepresenting geographic origin in connection with goods or services;
- 47 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
 48 benefits;

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

50 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
 51 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfections, or "not first class," without clearly  
 52 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
 53 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfections, or  
 54 "not first class";

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

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

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

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

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

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

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

78 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
 79 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
 80 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
 81 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
 82 consumer transaction;

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

85 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,  
 86 or 3.2-6519 is a violation of this chapter;

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

88 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
 89 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
 90 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
 91 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
 92 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
 93 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
 94 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
 95 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
 96 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
 97 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
 98 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
 99 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
 100 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
 101 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

106 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
 107 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
 108 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
 109 overpayments. If the credit balance information is incorporated into statements of account furnished  
 110 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

- 119 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et  
120 seq.);
- 121 24. Violating any provision of § 54.1-1505;
- 122 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
123 (§ 59.1-207.34 et seq.);
- 124 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 125 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 126 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 127 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 128 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et  
129 seq.);
- 130 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 131 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 132 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 133 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 134 35. Using the consumer's social security number as the consumer's account number with the supplier, if  
135 the consumer has requested in writing that the supplier use an alternate number not associated with the  
136 consumer's social security number;
- 137 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 138 37. Violating any provision of § 8.01-40.2;
- 139 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 140 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 141 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 142 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
143 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in  
144 § 59.1-526;
- 145 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 146 43. Violating any provision of § 59.1-443.2;
- 147 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 148 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 149 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 150 47. Violating any provision of § 18.2-239;
- 151 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 152 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has  
153 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
154 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
155 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
156 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
157 products that are used, secondhand or "seconds";
- 158 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 159 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 160 52. Violating any provision of § 8.2-317.1;
- 161 53. Violating subsection A of § 9.1-149.1;
- 162 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
163 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
164 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
165 drywall has been permanently installed or affixed;
- 166 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
167 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
168 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
169 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et  
170 seq.) of Title 54.1;
- 171 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 172 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 173 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
174 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
175 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 176 59. Violating any provision of subsection E of § 32.1-126;
- 177 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
178 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 179 61. Violating any provision of § 2.2-2001.5;
- 180 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

- 181 63. Violating any provision of § 6.2-312;
- 182 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 183 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 184 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 185 67. Knowingly violating any provision of § 8.01-27.5;
- 186 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 187 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 188 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 189 obligation to pay for the goods or services;
- 190 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 191 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 192 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 193 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 194 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 195 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 196 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 197 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 198 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
- 199 to 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.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 201 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 202 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 203 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
- 204 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
- 205 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
- 206 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
- 207 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
- 208 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
- 209 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
- 210 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
- 211 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
- 212 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
- 213 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 214 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 215 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 216 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in
- 217 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol
- 218 that depicts or is in the shape of a human, animal, vehicle, or fruit;
- 219 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 220 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
- 221 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
- 222 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
- 223 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
- 224 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;
- 225 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
- 226 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
- 227 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 228 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
- 229 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
- 230 1, 2023, provided that the person provides documentation of the date of manufacture if requested;
- 231 75. Violating any provision of § 59.1-466.8;
- 232 76. Violating subsection F of § 36-96.3:1;
- 233 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any
- 234 kratom product that does not include a label listing all ingredients and with the following guidance: "This
- 235 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,
- 236 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the
- 237 plant *Mitragyna speciosa* or any extract thereof;
- 238 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved
- 239 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted
- 240 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,
- 241 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not
- 242 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the

243 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
 244 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
 245 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
 246 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
 247 location;

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

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

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

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

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

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

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

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

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

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

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

#### 273 CHAPTER 17.1:1.

#### 274 MOTOR VEHICLE GLASS ACT.

#### 275 § 59.1-207.6:1. *Title of chapter.*

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

#### 277 § 59.1-207.6:2. *Definitions.*

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

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

282 *1. Increase motor vehicle safety; and*

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

284 *"Customer" means a person who provides consideration to a motor vehicle glass repair shop for the*  
 285 *repair or replacement of damaged motor vehicle glass.*

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

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

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

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

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

#### 296 § 59.1-207.6:3. *Advanced driver assistance systems.*

297 *A. Prior to providing service to a customer for a repair or replacement of damaged motor vehicle glass, a*  
 298 *motor vehicle glass repair shop shall notify the customer of each of the following:*

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

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

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

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

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

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

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

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

314 **§ 59.1-207.6:4. Enforcement; penalties.**

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

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