

## 1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

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

6 [H 677]

7 Approved

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

9 **1. That §§ 38.2-2114 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 60, consisting of sections**  
 11 **numbered 59.1-614 through 59.1-617, as follows:**

12 **§ 38.2-2114. Grounds and procedure for termination of policy; contents of notice; review by**  
 13 **Commissioner; exceptions; immunity from liability.**

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

18 1. Failure to pay the premium when due;  
 19 2. Conviction of a crime arising out of acts increasing the probability that a peril insured against will  
 20 occur;

21 3. Discovery of fraud or material misrepresentation;  
 22 4. Willful or reckless acts or omissions increasing the probability that a peril insured against will occur as  
 23 determined from a physical inspection of the insured premises;

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

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

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

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

36 1. State the date that the insurer proposes to terminate the policy or contract, which shall be at least 30  
 37 days after mailing or delivering to the named insured the notice of cancellation or refusal to renew. However,  
 38 when the policy is being terminated for the reason set forth in subdivision A 1, the date that the insurer  
 39 proposes to terminate the policy may be less than 30 days but at least 10 days from the date of mailing or  
 40 delivery;

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

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

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

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

50 D. Within 10 days of receipt of the notice of termination any insured or his attorney shall be entitled to  
 51 request in writing to the Commissioner that he review the action of the insurer in terminating a policy or  
 52 contract written to insure owner-occupied dwellings. Upon receipt of the request, the Commissioner shall  
 53 promptly initiate a review to determine whether the insurer's cancellation or refusal to renew complies with  
 54 the requirements of this section and of § 38.2-2113, if sent by mail or delivered electronically. The policy  
 55 shall remain in full force and effect during the pendency of the review by the Commissioner except where the  
 56 cancellation or refusal to renew is for reason of nonpayment of premium, in which case the policy shall

57 terminate as of the date stated in the notice. Where the Commissioner finds from the review that the  
58 cancellation or refusal to renew has not complied with the requirements of this section or of § 38.2-2113, if  
59 sent by mail or delivered electronically, he shall immediately notify the insurer, the insured, and any other  
60 person to whom notice of cancellation or refusal to renew was required to be given by the terms of the policy  
61 that the cancellation or refusal to renew is not effective. Nothing in this section authorizes the Commissioner  
62 to substitute his judgment as to underwriting for that of the insurer.

63 E. Nothing in this section shall apply:

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

66 2. If the insurer or its agent acting on behalf of the insurer has manifested its willingness to renew by  
67 issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has otherwise  
68 manifested its willingness to renew in writing to the insured. The written manifestation shall include the name  
69 of a proposed insurer, the expiration date of the policy, the type of insurance coverage, and information  
70 regarding the estimated renewal premium;

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

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

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

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

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

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

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

95 1. Age;

96 2. Sex;

97 3. Residence;

98 4. Race;

99 5. Color;

100 6. Creed;

101 7. National origin;

102 8. Ancestry;

103 9. Marital status;

104 10. Sexual orientation;

105 11. Gender identity;

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

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

113 14. Any claim resulting primarily from natural causes;

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

116 16. Any inquiry from an insured about his insurance coverage or policy provisions. For purposes of this  
117 subdivision, "inquiry" means a written or oral communication by an insured seeking information regarding  
118 coverage or policy provisions that does not notify the insurer of a loss, incident or accident, and that does not

119 provide information indicating an increase in the hazard insured against. An insurer shall not report any  
 120 inquiry as a claim to a loss history database maintained by a consumer reporting agency or insurance support  
 121 organization.

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

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

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

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

136 2. *Notwithstanding the age of the asphalt shingle roof, no insurer shall refuse coverage or cancel or*  
 137 *refuse to renew a policy written to insure an owner-occupied dwelling solely based on the condition of the*  
 138 *dwelling's asphalt shingle roof if an authorized inspector reports that the asphalt shingle roof has five years*  
 139 *or more of useful life remaining. If an authorized inspector reports that the asphalt shingle roof has five years*  
 140 *or more of useful life remaining, replacement of the asphalt shingle roof shall not be required as a condition*  
 141 *of issuing or renewing a policy to insure an owner-occupied dwelling. For a roof that is at least 15 years old,*  
 142 *the insurer shall permit a roof inspection performed by an authorized inspector at the owner's or purchaser's*  
 143 *expense before requiring the replacement of the roof as a condition of issuing or renewing a policy to insure*  
 144 *an owner-occupied dwelling. A finding of five or more years of useful life shall not preclude an insurer from*  
 145 *requiring repair or replacement of damaged, deteriorated, or deficient portions of a roof as noted in the*  
 146 *inspection report.*

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

152 4. *For the purposes of this subsection, copies of receipts or contracts from the initial roof installation or*  
 153 *replacement, copies of building permits for installation or replacement, or a report from an authorized*  
 154 *inspector estimating the age of the asphalt shingle roof or that the roof has five years or more of useful life*  
 155 *remaining provided by the owner or purchaser shall be sufficiently determinative of the age or condition of*  
 156 *the asphalt shingle roof.*

157 5. *Nothing in subdivisions 1 through 4 shall be construed to require an insurer to issue, renew, or*  
 158 *maintain coverage for any asphalt shingle roof that has unrepaired damage, material defects, installation*  
 159 *deficiencies, deterioration, inadequate maintenance, structural concerns, moisture intrusion, or any other*  
 160 *such condition as noted by an authorized inspector. If such adverse conditions are reported by an authorized*  
 161 *inspector and the homeowner or purchaser cures the noted adverse conditions, no insurer shall refuse*  
 162 *coverage, cancel, or refuse to renew a policy written to insure an owner-occupied dwelling solely based on*  
 163 *such adverse conditions.*

164 6. *For the purposes of this subsection, "refuse coverage" refers only to refusal to issue or renew the base*  
 165 *owner-occupied dwelling policy. Nothing in this subsection shall be construed to require an insurer to offer*  
 166 *optional coverages, endorsements, or policy terms not otherwise required by law, provided that any*  
 167 *reductions in coverage, increase in deductibles, or removal of endorsements shall be based on specific,*  
 168 *documented risk characteristics of the insured property and shall not be imposed solely to avoid compliance*  
 169 *with the requirements of this section.*

170 **§ 59.1-200. Prohibited practices.**

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

- 173 1. Misrepresenting goods or services as those of another;
- 174 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- 175 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
 176 with another;
- 177 4. Misrepresenting geographic origin in connection with goods or services;
- 178 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
 179 benefits;
- 180 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

181 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
182 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
183 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
184 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
185 "not first class";

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

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

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

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

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

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

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

209 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
210 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
211 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
212 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
213 consumer transaction;

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

216 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,  
217 or 3.2-6519 is a violation of this chapter;

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

219 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
220 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
221 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
222 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
223 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
224 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
225 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
226 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
227 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
228 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
229 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
230 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
231 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
232 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

237 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
238 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
239 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
240 overpayments. If the credit balance information is incorporated into statements of account furnished  
241 consumers by suppliers within such 60-day period, no separate or additional notice is required;

242 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in

- 243 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;
- 244 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);
- 245 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
- 246 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
- 247 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
- 248 et seq.);
- 249 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 250 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
- 251 seq.);
- 252 24. Violating any provision of § 54.1-1505;
- 253 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
- 254 (§ 59.1-207.34 et seq.);
- 255 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 256 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 257 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 258 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 259 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
- 260 seq.);
- 261 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 262 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 263 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 264 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 265 35. Using the consumer's social security number as the consumer's account number with the supplier, if
- 266 the consumer has requested in writing that the supplier use an alternate number not associated with the
- 267 consumer's social security number;
- 268 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 269 37. Violating any provision of § 8.01-40.2;
- 270 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 271 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 272 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 273 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
- 274 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in
- 275 § 59.1-526;
- 276 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 277 43. Violating any provision of § 59.1-443.2;
- 278 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 279 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 280 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 281 47. Violating any provision of § 18.2-239;
- 282 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 283 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 284 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 285 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
- 286 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
- 287 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
- 288 products that are used, secondhand or "seconds";
- 289 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 290 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 291 52. Violating any provision of § 8.2-317.1;
- 292 53. Violating subsection A of § 9.1-149.1;
- 293 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
- 294 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
- 295 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
- 296 drywall has been permanently installed or affixed;
- 297 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
- 298 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
- 299 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
- 300 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
- 301 seq.) of Title 54.1;
- 302 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 303 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 304 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,

305 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
306 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

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

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

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

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

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

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

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

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

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

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

321 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
322 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
323 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
324 compound into a different compound by adding or subtracting molecules to or from the original compound.  
325 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
326 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
327 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

328 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
329 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
330 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
331 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
332 16 (§ 4.1-1600 et seq.) of Title 4.1;

333 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
334 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
335 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  
336 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
337 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
338 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
339 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
340 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
341 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
342 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
343 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
344 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
345 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
346 16 (§ 4.1-1600 et seq.) of Title 4.1;

347 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in  
348 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol  
349 that depicts or is in the shape of a human, animal, vehicle, or fruit;

350 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
351 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
352 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
353 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
354 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
355 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

356 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
357 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
358 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
359 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
360 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
361 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

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

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

364 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
365 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
366 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,

367 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
 368 plant *Mitragyna speciosa* or any extract thereof;

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

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

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

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

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

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

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

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

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

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

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

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

#### 404 CHAPTER 60.

#### 405 RESIDENTIAL PROPERTY OWNERS PROTECTION ACT.

#### 406 § 59.1-614. *Definitions.*

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

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

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

415 "*Residential property owner*" means a person who holds the legal title to residential real property and  
 416 does not include the Commonwealth or its agencies or political subdivisions.

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

#### 420 § 59.1-615. *Prohibited conduct; prohibited advertisements.*

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

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

425 1. Soliciting a residential property owner by means of an advertisement that does not state, in the larger  
 426 of 12-point font or a size at least half as large as the largest font size used in the communication, that (i) the  
 427 residential property owner is responsible for payment of any insurance deductible; (ii) no contractor shall  
 428 engage in the unauthorized practice of public adjusting, as defined in § 38.2-1845.1; and (iii) it is a violation

429 of the Virginia Consumer Protection Act (§ 59.1-196 et seq.) to knowingly or willfully pay, waive, or rebate  
 430 all or part of an insurance deductible applicable to payment to the contractor for repairs to a property  
 431 covered by an insurance policy written to insure an owner-occupied dwelling;

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

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

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

445 5. Executing a contract with a residential property owner to provide roofing services without including a  
 446 notice that the contractor shall not engage in the practices set forth in subdivision 2. If the contractor fails to  
 447 include such notice, the residential property owner may void the contract within 10 days after execution; and

448 6. Executing a contract to provide roofing services for a residential property owner without including in  
 449 the contract, or adding as an attachment to the contract, the following language in bold type in at least 14-  
 450 point font on the page reserved for the residential property owner's signature:

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

457 **§ 59.1-616. State of emergency; required notice; right to cancel contract.**

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

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

470 **"YOU, THE RESIDENTIAL PROPERTY OWNER, MAY CANCEL THIS CONTRACT WITHOUT**  
 471 **PENALTY OR OBLIGATION WITHIN THE EARLIER OF 10 DAYS AFTER THE EXECUTION OF THE**  
 472 **CONTRACT OR BY THE OFFICIAL START DATE OF THE SERVICES BECAUSE THIS CONTRACT WAS**  
 473 **ENTERED INTO WITHIN 180 DAYS OF THE DECLARATION OF A STATE OF EMERGENCY BY THE**  
 474 **GOVERNOR. THE OFFICIAL START DATE OF THE SERVICES IS THE DATE ON WHICH THE WORK**  
 475 **THAT INCLUDES THE INSTALLATION OF MATERIALS THAT WILL BE INCLUDED IN THE FINAL**  
 476 **WORK ON THE ROOF COMMENCES, A PERMIT HAS BEEN ISSUED, OR A TEMPORARY REPAIR TO**  
 477 **THE ROOF HAS BEEN MADE IN COMPLIANCE WITH THE VIRGINIA BUILDING CODE."**

478 **§ 59.1-617. Enforcement.**

479 Any violation of this chapter shall constitute a prohibited practice under the provisions of § 59.1-200 and  
 480 shall be subject to any and all of the enforcement provisions of the Virginia Consumer Protection Act  
 481 (§ 59.1-196 et seq.).

482 **2. That the provisions of this act shall become effective on January 1, 2027.**