

HOUSE BILL NO. HB0017

Exterior residential storm damage repair contracts.

Sponsored by: Joint Corporations, Elections and Political
Subdivisions Interim Committee

A BILL

for

1 AN ACT relating to consumer protection; providing
2 disclosure requirements for exterior residential storm
3 damage repair solicitations, proposals and repair
4 contracts; providing for cancellation of exterior
5 residential storm damage repair contracts; providing
6 remedies; and providing for an effective date.

7

8 *Be It Enacted by the Legislature of the State of Wyoming:*

9

10 **Section 1.** W.S. 40-12-601 through 40-12-606 are
11 created to read:

12

13

ARTICLE 6

14

EXTERIOR RESIDENTIAL STORM DAMAGE REPAIR CONTRACTS

15

16

40-12-601. Definitions.

1

2 (a) As used in this article:

3

4 (i) "Contractor" means a person or entity in the
5 business of contracting or offering to contract with an
6 owner or possessor of residential real estate to repair or
7 replace roofing, siding or gutter systems;

8

9 (ii) "Exterior storm damage" means damage caused
10 by wind or hail to the siding, gutters, roof system or
11 window system of a residential building;

12

13 (iii) "Residential building" means a single or
14 multiple family dwelling of up to four (4) units and
15 ancillary buildings, if any;

16

17 (iv) "Roof system" includes roof coverings, roof
18 sheathing, roof weatherproofing, roof framing, roof
19 ventilation and roof insulation.

20

21 **40-12-602. Requirements for exterior residential**
22 **storm damage repair solicitations and advertisements.**

23

1 (a) An individual or other entity contacting anyone
2 for the purposes of soliciting exterior residential storm
3 damage repair services, including general advertisements
4 for such services, shall disclose the following information
5 to the consumer:

6

7 (i) The business name;

8

9 (ii) Beginning July 1, 2014, the contractor
10 license or registration number for any jurisdiction in
11 which he holds a contractor's license on all contracts,
12 bids and advertisements involving exterior residential
13 storm damage repair services.

14

15 (b) Exterior residential storm damage repair
16 contractors soliciting exterior residential storm damage
17 repair services in this state shall not:

18

19 (i) Advertise or promise to pay or rebate all or
20 any portion of any insurance deductible as an inducement to
21 the sale of goods or services, including granting any
22 allowance or offering any discount against the fees to be
23 charged or paying any compensation directly or indirectly
24 to any person associated with the property;

1

2 (ii) Accept money or any form of compensation in
3 exchange for allowing another exterior residential storm
4 damage repair contractor to use its business name or
5 contractor's license number. This prohibition does not
6 exclude bona fide partnership or subcontractor
7 relationships;

8

9 (iii) Exclusively represent, offer to
10 exclusively represent, or advertise to exclusively
11 represent a homeowner with respect to any insurance claim
12 in connection with exterior residential storm damage repair
13 services; or

14

15 (iv) Claim to be, or act as, an adjuster as
16 defined in W.S. 26-1-102(a)(i) or an insurance consultant
17 as defined in W.S. 26-9-220, with respect to any insurance
18 claim.

19

20 **40-12-603. Disclosure requirements for exterior**
21 **residential storm damage repair proposals.**

22

23 (a) An individual or other entity who prepares a
24 repair proposal for exterior residential storm damage

1 repair services in anticipation of entering into an
2 exterior residential storm damage repair contract shall
3 disclose the following information to the consumer:

4

5 (i) A precise description and location of all
6 damage claimed or included in the repair proposal;

7

8 (ii) A detailed description and itemization of
9 any emergency repairs already completed; and

10

11 (iii) If damaged areas are not included in the
12 repair proposal, a specification of those areas and any
13 reason for their exclusion from the repair proposal.

14

15 (b) The disclosures required under subsection (a) of
16 this section shall be made in writing and shall be included
17 in the repair proposal.

18

19 **40-12-604. Disclosure requirements for exterior**
20 **residential storm damage repair contracts.**

21

22 (a) Any contract for exterior residential storm
23 damage repairs shall include all of the following:

24

1 (i) A copy of a repair proposal that contains
2 the disclosures required under W.S. 40-12-603(a); and

3

4 (ii) A disclosure that the consumer is
5 responsible for payment for any work performed if the
6 insurer should deny payment or coverage of any part of the
7 loss.

8

9 **40-12-605. Exterior residential storm damage repair**
10 **contracts; right to cancel.**

11

12 (a) A person who has entered into a written contract
13 with an exterior residential storm damage repair contractor
14 to provide exterior residential storm damage repair goods
15 and services has the right to cancel the contract within
16 five (5) business days of the date in which the contract
17 was entered into or, if the services are to be paid
18 directly by or on behalf of the consumer from the proceeds
19 of a property or casualty insurance policy within five (5)
20 business days after the consumer has received notice in
21 writing from the insurer that the claim has been denied, in
22 whole or in part, whichever is later. Cancellation is
23 evidenced by the consumer giving written notice of
24 cancellation to the exterior residential storm damage

1 repair contractor at the address stated in the contract.
2 Notice of cancellation may be in electronic form, effective
3 the date of the electronic transmission or, if given by
4 mail, is effective upon postmark, properly addressed to the
5 exterior residential storm damage repair contractor and
6 postage prepaid. Written notice also may be given to the
7 exterior residential storm damage repair contractor by
8 personal delivery. Notice of cancellation need not take a
9 particular form and is sufficient if it indicates, by any
10 form of written expression, the intention of the consumer
11 not to be bound by the contract.

12

13 (b) Before entering a contract referred to in
14 subsection (a) of this section, the exterior residential
15 storm damage repair contractor shall:

16

17 (i) Furnish the consumer with a statement in
18 boldface type of a minimum size of twelve (12) points, in
19 substantially the following form: "You may cancel this
20 contract at any time within five (5) business days of the
21 date in which the contract was entered into or within five
22 (5) business days after you have been notified that your
23 insurer has, in whole or in part, denied your claim to pay
24 for the goods and services to be provided under this

1 contract, whichever is later. See attached notice of
2 cancellation form for an explanation of this right."; and

3

4 (ii) Furnish each consumer a fully completed
5 form captioned, "NOTICE OF CANCELLATION," which shall be
6 attached to or accompany the contract and which shall
7 contain in boldface type of a minimum size of twelve (12)
8 points the following information and statements:

9

10 "NOTICE OF CANCELLATION

11

12 You may cancel this contract within five (5) business days
13 from when it is entered into for any reason or, if your
14 insurer in whole or in part denies your claim to pay for
15 goods and services to be provided under this contract, you
16 may cancel the contract by mailing or delivering (including
17 via electronic transmission) a signed and dated copy of
18 this cancellation notice or any other written notice - to
19 (name of exterior residential storm damage repair
20 contractor) at (address of exterior residential storm
21 damage repair contractor's place of business, e-mail
22 address and facsimile number if applicable) at any time
23 within five (5) business days of the date in which the
24 contract was entered into or within five (5) business days

1 after you have been notified that your claim has been
 2 denied in whole or in part, whichever is later. If you
 3 cancel, any payments made by you under the contract will be
 4 returned within ten (10) business days following receipt by
 5 the exterior residential storm damage repair contractor of
 6 your cancellation notice.

7

8 I HEREBY CANCEL THIS TRANSACTION.

9

.....

10

(date)

11

.....

12

(Consumer's signature)"

13

14 (c) Within ten (10) days after a contract referred to
 15 in subsection (a) of this section has been cancelled, the
 16 exterior residential storm damage repair contractor shall
 17 tender to the consumer any payments made by the consumer
 18 and any note or other evidence of indebtedness. If the
 19 exterior residential storm damage repair contractor has
 20 performed any emergency services, the exterior residential
 21 storm damage repair contractor is entitled to separately
 22 bill the consumer for such services if the consumer has
 23 received a detailed description and itemization of charges
 24 for those services.

1

2 **40-12-606. Private remedies.**

3

4 Any person who violates this article shall be subject to
5 the remedy provisions relating to unlawful trade practices
6 provided in W.S. 40-12-108 and 40-12-109.

7

8 **Section 2.** This act is effective immediately upon
9 completion of all acts necessary for a bill to become law
10 as provided by Article 4, Section 8 of the Wyoming
11 Constitution.

12

13

(END)