

SENATE FILE NO. SF0127

Exterior residential storm damage repair contracts.

Sponsored by: Senator(s) Pappas, Emerich, Landen and Nethercott and Representative(s) Byrd, Paxton and Zwonitzer

A BILL

for

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

6

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

8

9 **Section 1.** W.S. 40-12-701 through 40-12-706 are
10 created to read:

11

12 ARTICLE 7

13

EXTERIOR STORM DAMAGE REPAIR CONTRACTS

14

15 **40-12-701. 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 or structures, 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 **40-12-702. Requirements for exterior storm damage**
22 **repair solicitations and advertisements.**

23

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

6

7 (i) The business name;

8

9 (ii) The contractor is insured and bonded;

10

11 (iii) Beginning July 1, 2017, the contractor
12 license or registration number for the jurisdiction in
13 which he holds a contractor's license on all contracts,
14 bids and advertisements involving exterior storm damage
15 repair services.

16

17 (b) Contractors soliciting exterior storm damage
18 repair services in this state shall not:

19

20 (i) Advertise or promise to pay or rebate all or
21 any portion of any insurance deductible as an inducement to
22 the sale of goods or services, including granting any

1 allowance or offering any discount against the fees to be
2 charged or paying any compensation directly or indirectly
3 to any person associated with the property;

4

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

10

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

16

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

21

22 **40-12-703. Disclosure requirements for exterior storm**
23 **damage repair proposals.**

1

2 (a) An individual or other entity who prepares a
3 repair proposal for exterior storm damage repair services
4 in anticipation of entering into an exterior storm damage
5 repair contract shall disclose the following information to
6 the consumer:

7

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

10

11 (ii) A detailed description and itemization of
12 any emergency repairs already completed; and

13

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

17

18 (b) The disclosures required under subsection (a) of
19 this section shall be made in writing and shall be included
20 in the repair proposal.

21

22 **40-12-704. Disclosure requirements for exterior storm**
23 **damage repair contracts.**

1

2 (a) Any contract for exterior storm damage repairs
3 shall include all of the following:

4

5 (i) A copy of a repair proposal that contains
6 the disclosures required under W.S. 40-12-703(a); and

7

8 (ii) A disclosure that the consumer is
9 responsible for payment for any work performed if the
10 insurer should deny payment or coverage of any part of the
11 loss.

12

13 **40-12-705. Exterior storm damage repair contracts;**
14 **right to cancel.**

15

16 (a) A person who has entered into a written contract
17 with a contractor to provide exterior storm damage repair
18 goods and services has the right to cancel the contract
19 within five (5) business days of the date in which the
20 contract was entered into or, if the services are to be
21 paid directly by or on behalf of the consumer from the
22 proceeds of a property or casualty insurance policy within

1 five (5) business days after the consumer has received
2 notice in writing from the insurer that the claim has been
3 denied, in whole or in part, whichever is later.
4 Cancellation is evidenced by the consumer giving written
5 notice of cancellation to the contractor at the address
6 stated in the contract. Notice of cancellation may be in
7 electronic form, effective the date of the electronic
8 transmission or, if given by mail, is effective upon
9 postmark, properly addressed to the contractor and postage
10 prepaid. Written notice also may be given to the
11 contractor by personal delivery. Notice of cancellation
12 need not take a particular form and is sufficient if it
13 indicates, by any form of written expression, the intention
14 of the consumer not to be bound by the contract.

15

16 (b) Before entering a contract referred to in
17 subsection (a) of this section, the contractor shall:

18

19 (i) Furnish the consumer with a statement in
20 boldface type of a minimum size of twelve (12) points, in
21 substantially the following form: "You may cancel this
22 contract at any time within five (5) business days of the

1 date in which the contract was entered into or within five
2 (5) business days after you have been notified that your
3 insurer has, in whole or in part, denied your claim to pay
4 for the goods and services to be provided under this
5 contract, whichever is later. See attached notice of
6 cancellation form for an explanation of this right."; and

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

13

14 "NOTICE OF CANCELLATION

15

16 You may cancel this contract within five (5) business days
17 from when it is entered into for any reason or, if your
18 insurer in whole or in part denies your claim to pay for
19 goods and services to be provided under this contract, you
20 may cancel the contract by mailing or delivering (including
21 via electronic transmission) a signed and dated copy of
22 this cancellation notice or any other written notice - to

1 (name of contractor) at (address of contractor's place of
 2 business, e-mail address and facsimile number if
 3 applicable) at any time within five (5) business days of
 4 the date in which the contract was entered into or within
 5 five (5) business days after you have been notified that
 6 your claim has been denied in whole or in part, whichever
 7 is later. If you cancel, any payments made by you under the
 8 contract will be returned within ten (10) business days
 9 following receipt by the contractor of your cancellation
 10 notice.

11

12 I HEREBY CANCEL THIS TRANSACTION.

13

14 (date)

15

16 (Consumer's signature)"

17

18 (c) Within ten (10) days after a contract referred to
 19 in subsection (a) of this section has been cancelled, the
 20 contractor shall tender to the consumer any payments made
 21 by the consumer and any note or other evidence of
 22 indebtedness. If the contractor has performed any emergency

1 services, the contractor is entitled to separately bill the
2 consumer for such services if the consumer has received a
3 detailed description and itemization of charges for those
4 services.

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6 **40-12-706. Private remedies.**

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

11

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

16

17

(END)