

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 and cancellation waiver; providing remedies; and providing  
6 for an effective date.

7

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

9

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

12

13

ARTICLE 7

14

EXTERIOR STORM DAMAGE REPAIR CONTRACTS

15

1           **40-12-701. Definitions.**

2

3           (a) As used in this article:

4

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

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10                   (ii) "Emergency repairs" includes only those  
11 repairs from exterior storm damage reasonably necessary to  
12 prevent immediate or imminent harm to a residential  
13 building until a consumer and contractor can contract for  
14 exterior storm damage repair pursuant to the provisions of  
15 this article;

16

17                   (iii) "Exterior storm damage" means damage  
18 caused by wind, hail or another weather-related event to  
19 the siding system, gutter system, roof system or window and  
20 skylight system of a residential building;

21

1           (iv) "Residential building" means a single or  
2 multiple family dwelling of up to four (4) units and  
3 ancillary buildings or structures, if any;

4

5           (v) "Roof system" includes roof coverings, roof  
6 sheathing, roof weatherproofing, roof framing, roof  
7 ventilation and roof insulation.

8

9           **40-12-702. Requirements for exterior storm damage**  
10 **repair solicitations and advertisements.**

11

12           (a) An individual or other entity contacting anyone  
13 for the purposes of soliciting exterior storm damage repair  
14 services, including general advertisements for these  
15 services, shall disclose the following information to the  
16 consumer:

17

18           (i) The business name;

19

20           (ii) Whether the contractor has general  
21 liability insurance and any licensure required by the  
22 authority having jurisdiction.

1

2 (b) Beginning July 1, 2017, the contractor license or  
3 registration number for the jurisdiction in which an  
4 individual or other entity holds a contractor's license, if  
5 the authority having jurisdiction requires such a license,  
6 shall appear in all contracts, bids and advertisements  
7 involving exterior storm damage repair services.

8

9 (c) Contractors soliciting exterior storm damage  
10 repair services in this state shall not:

11

12 (i) Pay, advertise or promise to pay or rebate  
13 all or any portion of any insurance deductible. Contractors  
14 may pay or rebate any discount available for the use of any  
15 goods or services, but, unless the insurer and the insured  
16 agree otherwise, this payment or rebate shall be made  
17 equally to the client and any insurer paying for the repair  
18 until the obligation of either the client or the insurer is  
19 exhausted;

20

1           (ii) Pay any compensation directly or indirectly  
2 to any person associated with the property unless disclosed  
3 to the consumer in writing;

4

5           (iii) Accept money or any form of compensation  
6 in exchange for allowing another contractor to use its  
7 business name or contractor's license number for the  
8 purpose of misrepresenting a contractor's identity as a  
9 licensed contractor;

10

11           (iv) Offer to exclusively represent, advertise  
12 to exclusively represent or require by contract the right  
13 to exclusively represent a consumer with respect to any  
14 insurance claim in connection with exterior storm damage  
15 repair services; or

16

17           (v) 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 excluded from the  
15 repair proposal, identification of those areas and any  
16 reasons for their exclusion.

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; waiver.**

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 ten (10) business days of the date on 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 ten (10) 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) The consumer may waive the ten (10) day  
17 cancellation period if the insurer has provided written  
18 notice that the claim has been approved. The waiver shall  
19 be in writing, signed by the consumer and accompanied by a  
20 copy of the insurer's notice of approval.

21



1           (c) Before entering a contract referred to in  
2 subsection (a) of this section, the contractor shall:

3  
4           (i) Furnish the consumer with a statement in  
5 boldface type of a minimum size of twelve (12) points, in  
6 substantially the following form: "You may cancel this  
7 contract at any time within ten (10) business days of the  
8 date on which the contract was entered into or within ten  
9 (10) business days after you have been notified that your  
10 insurer has, in whole or in part, denied your claim to pay  
11 for the goods and services to be provided under this  
12 contract, whichever is later. See attached notice of  
13 cancellation form for an explanation of this right. You may  
14 waive this right if your insurer has provided written  
15 notice that your claim has been approved. The waiver must  
16 be in writing, signed by you and accompanied by a copy of  
17 the insurer's notice of approval."; and

18  
19           (ii) Furnish each consumer a fully completed  
20 form captioned, "NOTICE OF CANCELLATION," which shall be  
21 attached to or accompany the contract and which shall

1 contain in boldface type of a minimum size of twelve (12)  
2 points the following information and statements:

3

4

"NOTICE OF CANCELLATION

5

6 You may cancel this contract within ten (10) business days  
7 from when it is entered into for any reason or, if your  
8 insurer in whole or in part denies your claim to pay for  
9 goods and services to be provided under this contract, you  
10 may cancel the contract by mailing or delivering (including  
11 via electronic transmission) a signed and dated copy of  
12 this cancellation notice or any other written notice - to  
13 (name of contractor) at (address of contractor's place of  
14 business, e-mail address and facsimile number if  
15 applicable) at any time within ten (10) business days of  
16 the date on which the contract was entered into or within  
17 ten (10) business days after you have been notified that  
18 your claim has been denied in whole or in part, whichever  
19 is later. If you cancel, any payments made by you under the  
20 contract will be returned within ten (10) business days  
21 following receipt by the contractor of your cancellation  
22 notice.

1

2 I HEREBY CANCEL THIS TRANSACTION.

3

.....

4

(date)

5

.....

6

(Consumer's signature)"

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(d) Within ten (10) days after a contract referred to

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in subsection (a) of this section has been cancelled, the

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contractor shall tender to the consumer any payments made

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by the consumer and any note or other evidence of

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indebtedness. If the contractor has performed any emergency

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services, the contractor is entitled to separately bill the

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consumer for such services if the consumer has received a

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detailed description and itemization of charges for those

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services.

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

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Any person who violates this article shall be subject to

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the remedy provisions relating to unlawful trade practices

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provided in W.S. 40-12-108 and 40-12-109.

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2       **Section 2.** This act is effective July 1, 2017.

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(END)