



General Assembly

Amendment

January Session, 2025

LCO No. 8623



Offered by:

REP. WOOD K., 29th Dist.

REP. PAVALOCK-D'AMATO, 77th Dist.

To: Subst. House Bill No. 6967

File No. 92

Cal. No. 88

"AN ACT CONCERNING THE ASSIGNMENT OF POST-LOSS HOMEOWNERS AND COMMERCIAL PROPERTY INSURANCE BENEFITS AND REVISING DISCLOSURE REQUIREMENTS FOR HOME IMPROVEMENT CONTRACTORS AND SALESPERSONS."

1 Strike section 1 in its entirety and substitute the following in lieu
2 thereof:

3 "Section 1. (NEW) (*Effective January 1, 2026*) (a) As used in this section:

4 (1) "Assignee" means any person who is assigned any post-loss
5 benefit under a homeowners insurance policy or commercial property
6 insurance policy through an assignment agreement;

7 (2) "Assignment agreement" means any instrument that assigns,
8 transfers or acquires, in whole or in part, any post-loss benefit under a
9 homeowners insurance policy or commercial property insurance policy
10 providing coverage for a residential or commercial property, to or from
11 any person commencing any repair, inspection, remediation or
12 mitigation following a loss on such residential or commercial property,

13 provided such homeowners insurance policy or commercial property
14 insurance policy allows for the assignment, transfer or acquisition of
15 post-loss benefits. "Assignment agreement" does not include any fee
16 collected by a public adjuster licensed pursuant to chapter 701b of the
17 general statutes;

18 (3) "Assignor" means any person who assigns, transfers or acquires
19 any post-loss benefit under a homeowners insurance policy or
20 commercial property insurance policy to an assignee through an
21 assignment agreement;

22 (4) "Home improvement" has the same meaning as provided in
23 section 20-419 of the general statutes, as amended by this act;

24 (5) "Mortgage" means a mortgage deed, deed of trust or other
25 equivalent consensual security interest on real property securing a loan
26 made primarily for (A) personal, family or household purposes, or (B)
27 commercial purposes;

28 (6) "Mortgagee" means the owner or servicer of the debt secured by a
29 mortgage;

30 (7) "Presuit settlement demand" means any monetary request
31 submitted by an assignee in a written notice of intent to initiate litigation
32 pursuant to subsection (g) of this section; and

33 (8) "Presuit settlement offer" means any monetary proposal,
34 submitted by the insurance company providing homeowners or
35 commercial property insurance coverage for the residential or
36 commercial property, to settle a dispute with an assignee prior to such
37 assignee filing a cause of action against such insurance company.

38 (b) (1) Any assignment agreement that assigns, transfers or acquires
39 any post-loss benefit under a homeowners insurance policy or
40 commercial property insurance policy delivered, issued for delivery,
41 renewed, amended or continued in this state on or after January 1, 2026,
42 shall:

43 (A) Be in writing and executed by the assignor and assignee of such
44 assignment agreement;

45 (B) Include a provision affording such assignor the right to rescind
46 such assignment agreement, without penalty, by submitting a signed
47 notice of rescission to such assignee (i) not later than fourteen days after
48 the execution of such assignment agreement, (ii) at least thirty days after
49 the date on which post-loss repair, inspection, remediation or mitigation
50 services are scheduled to commence on the residential or commercial
51 property pursuant to the terms of such assignment agreement, provided
52 such assignee has not substantially performed such post-loss services on
53 the residential or commercial property, in accordance with the terms of
54 such assignment agreement, or (iii) at least thirty days after the
55 execution of such assignment agreement, provided such assignment
56 agreement does not contain a date by which such post-loss repair,
57 inspection, remediation or mitigation services on such residential or
58 commercial property are scheduled to commence and such assignee has
59 not substantially performed such post-loss services on such residential
60 or commercial property, in accordance with the terms of such
61 assignment agreement;

62 (C) (i) Include a provision requiring such assignee to deliver a copy
63 of such executed assignment agreement to the insurance company
64 providing homeowners or commercial property insurance coverage for,
65 and to all mortgagees owning or servicing mortgages on, the residential
66 or commercial property not later than (I) three business days after the
67 date on which such assignment agreement is executed, or (II) the date
68 on which post-loss repair, inspection, remediation or mitigation services
69 are scheduled to commence on such residential or commercial property
70 pursuant to the terms of such assignment agreement, whichever is
71 earlier; and

72 (ii) Deliver a copy of such executed assignment agreement pursuant
73 to the provisions of subparagraph (C)(i) of this subdivision by personal
74 service, overnight mail, return receipt requested, to the address
75 designated in the homeowners or commercial property insurance

76 policy, or mortgage, as applicable, or by electronic means evidenced by
77 a delivery receipt, to the electronic mail address designated in the
78 homeowners or commercial property insurance policy, or mortgage, as
79 applicable;

80 (D) Include an itemized, per unit cost estimate of the post-loss repair,
81 inspection, remediation or mitigation services to be performed by such
82 assignee on such residential or commercial property;

83 (E) Only relate to the post-loss repair, inspection, remediation or
84 mitigation services that such assignee agreed to perform on such
85 residential or commercial property pursuant to the terms of such
86 assignment agreement;

87 (F) Include the following notice in not less than eighteen-point
88 boldface type:

89 "YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU
90 HAVE UNDER YOUR INSURANCE POLICY TO A THIRD PARTY,
91 WHICH MAY RESULT IN LITIGATION AGAINST YOUR INSURER.
92 PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE
93 SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS
94 AGREEMENT WITHOUT PENALTY WITHIN 14 DAYS AFTER THE
95 DATE THIS AGREEMENT IS EXECUTED, AT LEAST 30 DAYS AFTER
96 THE DATE WORK ON THE PROPERTY IS SCHEDULED TO
97 COMMENCE IF THE ASSIGNEE HAS NOT SUBSTANTIALLY
98 PERFORMED, OR AT LEAST 30 DAYS AFTER THE EXECUTION OF
99 THE AGREEMENT IF THE AGREEMENT DOES NOT CONTAIN A
100 COMMENCEMENT DATE AND THE ASSIGNEE HAS NOT BEGUN
101 SUBSTANTIAL WORK ON THE PROPERTY. HOWEVER, YOU ARE
102 OBLIGATED FOR PAYMENT OF ANY CONTRACTED WORK
103 PERFORMED BEFORE THE AGREEMENT IS RESCINDED. THIS
104 AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO
105 PERFORM THE DUTIES REQUIRED UNDER YOUR HOMEOWNERS
106 OR COMMERCIAL PROPERTY INSURANCE POLICY."; and

107 (G) Include a provision requiring such assignee to indemnify and
108 hold harmless such assignor from any liability, damages, losses or costs,
109 including, but not limited to, attorney's fees, arising from such post-loss
110 repair, inspection, remediation or mitigation services performed by
111 such assignee on the residential or commercial property pursuant to the
112 terms of such assignment agreement.

113 (2) No assignment agreement executed in accordance with the
114 provisions of this subsection shall include (A) a bank check or mortgage
115 processing fee, (B) a penalty or fee for cancellation of such assignment
116 agreement by the assignor, or (C) any administrative fee.

117 (3) If, prior to the execution of an assignment agreement pursuant to
118 the provisions of this section, an assignor acts under an urgent or
119 emergency circumstance to protect such assignor's residential or
120 commercial property from damage, the assignee shall not receive an
121 assignment of post-loss benefits under a homeowners or commercial
122 property insurance policy providing insurance coverage for such
123 residential or commercial property in excess of three thousand dollars
124 or one per cent of the coverage limit under such homeowners or
125 commercial property insurance policy that such policy will cover for
126 losses resulting from damage to the policyholder's residential or
127 building structure, or any structure of the policyholder that is attached
128 to such residential or building structure, whichever is greater. For
129 purposes of this section, "urgent or emergency circumstance" means any
130 situation in which a loss to residential or commercial property, if not
131 addressed immediately, will result in additional damage to such
132 residential or commercial property.

133 (4) Any assignment agreement that fails to comply with the
134 provisions of this subsection shall be void and unenforceable.

135 (c) If any insurance claim arises under an assignment agreement for
136 post-loss repair, inspection, remediation or mitigation services, the
137 assignee of such assignment agreement shall have the burden of
138 proving that the insurance company providing homeowners or

139 commercial property insurance coverage for the residential or
140 commercial property is not prejudiced by such assignee's failure to:

141 (1) Maintain records of all post-loss repair, inspection, remediation or
142 mitigation services provided under such assignment agreement;

143 (2) Cooperate with any internal claims investigation conducted by
144 such insurance company;

145 (3) Provide such insurance company with any documents related to
146 post-loss repair, inspection, remediation or mitigation services provided
147 by such assignee; or

148 (4) Deliver a copy of the executed assignment agreement to such
149 insurance company not later than three business days after the date on
150 which such assignment agreement is executed or the date on which such
151 post-loss repair, inspection, remediation or mitigation services
152 commenced, whichever is earlier.

153 (d) Any assignee of such assignment agreement shall:

154 (1) Provide the assignor of such assignment agreement with current
155 cost estimates concerning the scope of such post-loss repair, inspection,
156 remediation or mitigation services to be performed, as such assignee
157 determines that any such additional repair, inspection, remediation or
158 mitigation services are required;

159 (2) Perform such post-loss repair, inspection, remediation or
160 mitigation services in accordance with the State Building Code adopted
161 pursuant to section 29-252 of the general statutes;

162 (3) Not seek payment from such assignor in an amount that exceeds
163 the deductible under the applicable homeowners or commercial
164 property insurance policy, unless such assignor and assignee executed
165 a separate agreement for the performance of home improvement or
166 other services at such assignor's own expense; and

167 (4) Prior to submitting an insurance claim under the applicable

168 homeowners or commercial property insurance policy, and if required
169 by the homeowners or commercial property insurance company: (A)
170 Submit to an examination under oath or recorded statement conducted
171 by such homeowners or commercial property insurance company or
172 such insurance company's authorized agent. Such examination or
173 recorded statement shall be (i) reasonably necessary, (ii) based on the
174 scope of the post-loss repair, inspection, remediation or mitigation
175 services performed on such residential or commercial property and the
176 complexity of such insurance claim, and (iii) limited to matters related
177 to such services performed on such residential or commercial property,
178 the costs of such services and the assignment agreement; and (B)
179 participate in any alternative dispute resolution proceedings pursuant
180 to the terms of the applicable homeowners or commercial property
181 insurance policy.

182 (e) Notwithstanding the provisions of section 38a-321 of the general
183 statutes, no assignment agreement executed in accordance with the
184 provisions of this section shall transfer or create any authority to
185 negotiate, adjust or effect the settlement of any portion of any
186 homeowners or commercial property insurance claim to any person or
187 entity not authorized pursuant to chapter 701b of the general statutes to
188 negotiate, adjust or effect such settlement of such insurance claim on
189 behalf of any assignor or claimant.

190 (f) (1) Notwithstanding any provision of the general statutes and
191 except as provided in subdivision (2) of this subsection, no assignee or
192 subcontractor of such assignee, who executes an assignment agreement
193 in accordance with the provisions of this section, shall (A) file any civil
194 or administrative claim against the assignor of such assignment
195 agreement or any named insured under the applicable homeowners or
196 commercial property insurance policy for payment of any post-loss
197 repair, inspection, remediation or mitigation services performed at the
198 residential or commercial property, (B) collect payment from such
199 assignor of such assignment agreement or any named insured under the
200 applicable homeowners or commercial property insurance policy, (C)

201 claim a lien on the residential or commercial property of such assignor
202 of such assignment agreement or any named insured under the
203 applicable homeowners or commercial property insurance policy, or (D)
204 report such assignor of such assignment agreement or any named
205 insured under the applicable homeowners or commercial property
206 insurance policy to a credit reporting agency for any payment due
207 pursuant to such assignment agreement.

208 (2) Such assignor of such assignment agreement or named insured
209 under the applicable homeowners or commercial property insurance
210 policy shall be responsible for payment of any (A) deductible under the
211 terms of such policy, (B) home improvement or other services
212 performed by the assignee on the residential or commercial property
213 that were approved by such assignor pursuant to subdivision (3) of
214 subsection (d) of this section, or (C) post-loss repair, inspection,
215 remediation or mitigation services performed on the property before
216 such assignor rescinded such assignment agreement pursuant to
217 subparagraph (B) of subdivision (1) of subsection (b) of this section.

218 (g) (1) No assignee of an assignment agreement shall have a cause of
219 action against the homeowners or commercial property insurance
220 company providing coverage for the residential or commercial property
221 for payment of an insurance claim arising from post-loss repair,
222 inspection, remediation or mitigation services performed on the
223 assignor's, or named insured's, residential or commercial property,
224 unless such assignee provides written notice of:

225 (A) Such assignee's intent to bring such cause of action to such named
226 insured under the homeowners or commercial property insurance
227 policy, assignor and insurance company not later than ten business days
228 before filing such cause of action and after such insurance company has
229 made a determination of coverage under such homeowners or
230 commercial property insurance policy; and

231 (B) The claimed damages in dispute, the amount claimed by such
232 assignee and a presuit settlement demand. As a precondition to filing

233 such cause of action, such assignee shall provide such named insured,
234 such assignor and such insurance company with a written invoice or
235 cost estimate of the post-loss repair, inspection, remediation or
236 mitigation services performed or scheduled to be performed by such
237 assignee, including itemized information identifying equipment,
238 materials, the number of hours worked, and, in circumstances where
239 such post-loss repair, inspection, remediation or mitigation services
240 were performed, proof that such services were performed in accordance
241 with accepted industry standards. Such notice requirements pursuant
242 to this subdivision shall be served by (i) certified mail, return receipt
243 requested, to the name and mailing address designated by the insurance
244 company in the homeowners or commercial property insurance policy,
245 and to the name and mailing address designated by such named insured
246 or assignor in the assignment agreement, or (ii) electronic means
247 evidenced by a delivery receipt, to the electronic mail address
248 designated by such insurance company in the homeowners or
249 commercial property insurance policy, and to the electronic mail
250 address designated by such named insured or assignor in such
251 assignment agreement.

252 (2) Not later than ten business days after receiving such notice
253 pursuant to the provisions of subdivision (1) of this subsection, such
254 insurance company shall submit a presuit settlement offer to such
255 assignee or require such assignee to participate in an appraisal process,
256 as provided in chapter 700 of the general statutes, or any other
257 alternative dispute resolution pursuant to the terms of the applicable
258 homeowners or commercial property insurance policy. Such insurance
259 company shall investigate such assignee's claimed damages, in
260 accordance with the provisions of title 38a of the general statutes.

261 (h) The provisions of this section shall not apply to:

262 (1) Any assignment, transfer or conveyance of residential or
263 commercial property granted to a subsequent purchaser of such
264 residential or commercial property who holds an insurable interest in
265 such residential or commercial property following a loss;

266 (2) A power of attorney, as provided in chapter 15c of the general
267 statutes, that grants to a management company, family member,
268 guardian or similarly situated person of a named insured under the
269 applicable homeowners or commercial property insurance policy the
270 authority to act on behalf of such named insured with respect to any
271 homeowners or commercial property insurance claim; or

272 (3) General liability coverage under a homeowners or commercial
273 property insurance policy.

274 (i) (1) Not later than February 1, 2027, and annually thereafter, each
275 homeowners or commercial property insurance company licensed in
276 this state shall submit a report to the Insurance Commissioner, in a form
277 and manner prescribed by the commissioner, that includes data for any
278 such homeowners or commercial property insurance claim paid
279 pursuant to an assignment agreement executed in accordance with the
280 provisions of this section.

281 (2) Not later than March 1, 2027, and annually thereafter, said
282 commissioner shall submit a report, in accordance with the provisions
283 of section 11-4a of the general statutes, to the joint standing committee
284 of the General Assembly having cognizance of matters relating to
285 insurance. Such report shall include an evaluation of the data submitted
286 to the commissioner pursuant to subdivision (1) of this subsection for
287 the immediately preceding calendar year, including an evaluation of
288 claims adjustments, settlement time frames and claims and litigation
289 trends, categorized by claims litigated, claims settled prior to litigation
290 and loss adjustment expenses.

291 (j) The commissioner shall adopt regulations, in accordance with the
292 provisions of chapter 54 of the general statutes, to implement the
293 provisions of this section."

294 Strike section 4 in its entirety and substitute the following in lieu
295 thereof:

296 "Sec. 4. Section 20-420 of the general statutes is repealed and the

297 following is substituted in lieu thereof (*Effective October 1, 2025*):

298 (a) (1) No person shall hold such person out to be a contractor or
299 salesperson without first (A) obtaining a certificate of registration from
300 the commissioner as provided in this chapter, except ~~[(1)]~~ (i) that an
301 individual or partner, or officer or director of a corporation registered
302 as a contractor shall not be required to obtain a salesperson's certificate,
303 and ~~[(2)]~~ (ii) as provided in subsections (e) and (f) of this section, and (B)
304 presenting evidence of such certificate of registration.

305 (2) No certificate shall be given to any person who holds such person
306 out to be a contractor that performs radon mitigation unless such
307 contractor provides evidence, satisfactory to the commissioner, that the
308 contractor is certified as a radon mitigator by the National Radon Safety
309 Board or the National Environmental Health Association.

310 (3) No certificate shall be given to any person who holds such person
311 out to be a contractor that performs removal or replacement of any
312 residential underground heating oil storage tank system unless such
313 contractor provides evidence, satisfactory to the commissioner, that the
314 contractor (A) has completed a hazardous material training program
315 approved by the Department of Energy and Environmental Protection,
316 and (B) has presented evidence of liability insurance coverage of one
317 million dollars.

318 (b) No contractor shall employ any salesman to procure business
319 from an owner unless the salesman is registered under this chapter.

320 (c) No individual shall act as a home improvement salesman for an
321 unregistered contractor.

322 (d) On and after July 1, 2008, a home improvement contractor shall
323 not perform gas hearth product work, as defined in subdivision (22) of
324 section 20-330, unless such home improvement contractor holds a
325 limited contractor or journeyman gas hearth installer license pursuant
326 to section 20-334f.

327 (e) A retail establishment, which is a business that operates from a
328 fixed location where goods or services are offered for sale, may apply
329 annually for a certificate of registration as a salesperson on behalf of its
330 employees if it employs or otherwise compensates one or more
331 salespersons whose solicitation, negotiation and completion of sales are
332 conducted entirely at the retail establishment or virtually or by phone.
333 The retail establishment shall (1) apply for such registration on a form
334 prescribed by the commissioner, (2) maintain a list of all salespersons
335 intended to be covered by the retailer's certificate of registration, and (3)
336 pay a fee equal to the amount that would be due if each person were to
337 apply individually for a certificate of registration, including the amount
338 that would be due under the guaranty fund. The list of salespersons
339 covered by the retailer's certificate of registration shall be made
340 available to the department upon request. If any person covered by the
341 retail establishment's salesperson certificate of registration conducts
342 activity covered by the salesperson credential at a place other than the
343 retail establishment or virtually or by phone, such person shall apply for
344 an individual salesperson certificate of registration using the form
345 prescribed by the commissioner for such registrations and shall pay the
346 corresponding application fee.

347 (f) Certificates of registration for salespersons issued to retail
348 establishments shall not be transferable or assignable, except a retail
349 establishment that is a holder of a salesperson certificate may remove an
350 existing or former employee currently listed on the certification of
351 registration and replace such person with a new or existing employee
352 employed as a salesperson. If the retail establishment adds or removes
353 salespeople, there shall be no refund or supplemental payment. The fee
354 shall be based on the number of salespeople at the time of each renewal.

355 (g) A contractor or salesperson shall update, through the
356 department's online licensing system, any application information the
357 contractor or salesperson has provided to the department pursuant to
358 this section, including, but not limited to, any contact information,
359 including, but not limited to, a change in business or trade name,

360 residence address or business address for such contractor or
361 salesperson, insurance information or criminal history for such
362 contractor or salesperson, or, if such contractor is a business entity,
363 criminal histories of the individual owners of such business entity, not
364 later than thirty days after any change in such information."

365 Strike section 6 in its entirety and substitute the following in lieu
366 thereof:

367 "Sec. 6. Subsection (b) of section 20-427 of the general statutes is
368 repealed and the following is substituted in lieu thereof (*Effective October*
369 *1, 2025*):

370 (b) No person shall: (1) Present or attempt to present, as such person's
371 own, the certificate of another, (2) knowingly give false evidence of a
372 material nature to the commissioner for the purpose of procuring a
373 certificate, (3) represent himself or herself falsely as, or impersonate, a
374 registered home improvement contractor or salesman, (4) use or attempt
375 to use a certificate which has expired or which has been suspended or
376 revoked, (5) offer to make or make any home improvement without
377 having a current certificate of registration under this chapter, (6)
378 represent in any manner that such person's registration constitutes an
379 endorsement of the quality of such person's workmanship or of such
380 person's competency by the commissioner, (7) employ or allow any
381 person to act as a salesman on such person's behalf unless such person
382 is registered as a home improvement salesman, [or] (8) fail to refund the
383 amount paid for a home improvement within ten days of a written
384 request mailed or delivered to the contractor's last-known address, if no
385 substantial portion of the contracted work has been performed at the
386 time of the request and more than thirty days has elapsed since the
387 starting date specified in the written contract, or more than thirty days
388 has elapsed since the date of the contract if such contract does not
389 specify a starting date, or (9) engage in the activities of a public adjuster,
390 as defined in section 38a-723, except that such person may (A) explain
391 or discuss a bid for construction or repair of property loss or damage
392 covered under a homeowners insurance policy with an owner of such

393 property or the insurer of such property if such person does so for the
394 usual and customary fees applicable to the work to be performed as
395 stated in the home improvement contract between such person and the
396 owner, or (B) except as provided in subsection (c) of section 20-429a, as
397 amended by this act, advise or recommend to an owner of such property
398 that such owner contact such owner's insurer to determine whether any
399 such bid for construction or repair of property loss or damage is covered
400 under a homeowners insurance policy with such owner of such
401 property."

402 Strike section 7 in its entirety and substitute the following in lieu
403 thereof:

404 "Sec. 7. Subsection (a) of section 20-429 of the general statutes is
405 repealed and the following is substituted in lieu thereof (*Effective January*
406 *1, 2026*):

407 (a) (1) (A) No home improvement contract shall be valid or
408 enforceable against an owner unless it: (i) Is in writing, (ii) is signed by
409 the owner and the contractor, (iii) contains the entire agreement
410 between the owner and the contractor, (iv) contains the date of the
411 transaction, (v) contains the name and address of the contractor and the
412 contractor's registration number, (vi) contains a notice of the owner's
413 cancellation rights in accordance with the provisions of chapter 740, (vii)
414 contains a starting date and completion date, (viii) is entered into by a
415 registered salesman or registered contractor, and (ix) includes a
416 provision disclosing each corporation, limited liability company,
417 partnership, sole proprietorship or other legal entity, which is or has
418 been a home improvement contractor pursuant to the provisions of this
419 chapter or a new home construction contractor pursuant to the
420 provisions of chapter 399a, in which the owner or owners of the home
421 improvement contractor are or have been a shareholder, member,
422 partner, or owner during the previous five years.

423 (B) (i) Each contract shall provide the owner with a right to cancel
424 such contract and include a statement, in substantially the following

425 form, in not less than ten-point boldface type located immediately above
426 the place provided in such contract for the owner's signature:

427 "You may cancel this contract not later than midnight on the third
428 business day after both you and the contractor signed this contract or
429 you received notice from your insurer denying any part of your claim
430 for the cost of the home improvements to be performed pursuant to this
431 contract, whichever last occurs. Please see the attached notice of
432 cancellation forms for additional information."

433 (ii) Each contract shall contain not fewer than two cancellation forms
434 in substantially the following form and in not less than ten-point
435 boldface type, attached to, and easily detachable from, such contract:

436 "NOTICE OF CANCELLATION

437 You may cancel this contract not later than midnight on the third
438 business day after both you and the contractor sign this contract or you
439 receive notice from your insurer denying any part of your claim for the
440 cost of the home improvements to be performed pursuant to this
441 contract, whichever last occurs. In order to cancel this contract, you
442 must sign, date and deliver, mail or electronically mail this notice to
443 (insert name of contractor) at (insert principal business address and
444 business electronic mail address of contractor) by the end of the three-
445 day period described in this notice. If you cancel this contract, the
446 contractor shall return all payments that you have made to the
447 contractor pursuant to this contract, less the reasonable cost of any and
448 all home improvements that the contractor performed pursuant to this
449 contract prior to cancellation, and cancel the contractor's security
450 interest, if any, in any home improvements performed prior to
451 cancellation not later than ten business days after the contractor receives
452 this notice. You should retain a copy of this notice for your records.

453 I HEREBY CANCEL THIS TRANSACTION:

454 Signature

455 (Insert date)"

456 ~~[(B)]~~ (C) Each change in the terms and conditions of a contract shall
457 be in writing and shall be signed by the owner and contractor, except
458 that the commissioner may, by regulation, dispense with the necessity
459 for complying with the requirement that each change in a home
460 improvement contract shall be in writing and signed by the owner and
461 contractor.

462 (2) A contract for repair, remediation or mitigation as set forth in
463 section 38a-313a shall conform to the requirements set forth in
464 subparagraph (A) of subdivision (1) of this subsection and section 38a-
465 313a.

466 (3) A home improvement contract that requires the performance of
467 emergency restoration services may include a provision that allows the
468 owner to waive such owner's right to cancel such contract not later than
469 three business days after the owner and contractor signed such contract,
470 provided such contract (A) is subject to the requirements of chapter 740,
471 and (B) requires the performance of such emergency restoration services
472 to remedy an urgent or emergency circumstance, as defined in section 1
473 of this act. Such owner may waive such right to cancel such contract by
474 providing to the contractor a separate dated and signed personal
475 statement in the owner's handwriting describing the urgent or
476 emergency circumstance requiring immediate remedy and expressly
477 acknowledging and waiving such insured's right to cancel such contract
478 not later than three business days after the owner and contractor signed
479 such contract. For the purposes of this subdivision, "emergency
480 restoration services" means the performance of services designed to
481 mitigate and restore damage to any land or building or that portion
482 thereof which is used or designed to be used as a private residence,
483 dwelling place or residential rental property. "Emergency restoration
484 services" includes water extraction and drying, fire damage clean-up
485 and soot removal, removal of damaged carpet and other flooring
486 material, removal of damaged drywall and building materials, removal
487 of smoke odors, sanitizing and preventive activities of mold or mold-

488 containment matter and the repair or replacement of damaged
489 materials, provided no structural, electrical, plumbing or air
490 conditioning work is performed. "Emergency restoration services" does
491 not include repair to or replacement of a roof."

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>January 1, 2026</i>	New section
Sec. 4	<i>October 1, 2025</i>	20-420
Sec. 6	<i>October 1, 2025</i>	20-427(b)
Sec. 7	<i>January 1, 2026</i>	20-429(a)