



General Assembly

**Substitute Bill No. 5263**

February Session, 2026



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

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. (NEW) (*Effective January 1, 2027*) (a) As used in this section:

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

5 (2) "Assignment agreement" means any instrument that assigns,  
6 transfers or acquires, in whole or in part, any post-loss benefit under a  
7 homeowners insurance policy or commercial property insurance policy  
8 providing coverage for a residential or commercial property, to or from  
9 any person commencing any repair, inspection, remediation or  
10 mitigation following a loss on such residential or commercial property,  
11 provided such homeowners insurance policy or commercial property  
12 insurance policy allows for the assignment, transfer or acquisition of  
13 post-loss benefits. "Assignment agreement" does not include any fee  
14 collected by a public adjuster licensed pursuant to chapter 701b of the  
15 general statutes;

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

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

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

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

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

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

36 (b) (1) Any assignment agreement that assigns, transfers or acquires  
37 any post-loss benefit under a homeowners insurance policy or  
38 commercial property insurance policy delivered, issued for delivery,  
39 renewed, amended or continued in this state on or after January 1, 2027,  
40 shall:

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

43 (B) Include a provision affording such assignor the right to rescind  
44 such assignment agreement, without penalty, by submitting a signed  
45 notice of rescission to such assignee (i) not later than fourteen days after

46 the execution of such assignment agreement, (ii) at least thirty days after  
47 the date on which post-loss repair, inspection, remediation or mitigation  
48 services are scheduled to commence on the residential or commercial  
49 property pursuant to the terms of such assignment agreement, provided  
50 such assignee has not substantially performed such post-loss services on  
51 the residential or commercial property, in accordance with the terms of  
52 such assignment agreement, or (iii) at least thirty days after the  
53 execution of such assignment agreement, provided such assignment  
54 agreement does not contain a date by which such post-loss repair,  
55 inspection, remediation or mitigation services on such residential or  
56 commercial property are scheduled to commence and such assignee has  
57 not substantially performed such post-loss services on such residential  
58 or commercial property, in accordance with the terms of such  
59 assignment agreement;

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

70 (ii) Deliver a copy of such executed assignment agreement pursuant  
71 to the provisions of subparagraph (C)(i) of this subdivision by personal  
72 service, overnight mail, return receipt requested, to the address  
73 designated in the homeowners or commercial property insurance  
74 policy, or mortgage, as applicable, or by electronic means evidenced by  
75 a delivery receipt, to the electronic mail address designated in the  
76 homeowners or commercial property insurance policy, or mortgage, as  
77 applicable;

78 (D) Include an itemized, per unit cost estimate of the post-loss repair,

79 inspection, remediation or mitigation services to be performed by such  
80 assignee on such residential or commercial property;

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

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

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

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

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

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

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

133 (c) If any insurance claim arises under an assignment agreement for  
134 post-loss repair, inspection, remediation or mitigation services, the  
135 assignee of such assignment agreement shall have the burden of  
136 proving that the insurance company providing homeowners or  
137 commercial property insurance coverage for the residential or  
138 commercial property is not prejudiced by such assignee's failure to:

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

141 (2) Cooperate with any internal claims investigation conducted by  
142 such insurance company;

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

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

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

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

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

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

165 (4) Prior to submitting an insurance claim under the applicable  
166 homeowners or commercial property insurance policy, and if required  
167 by the homeowners or commercial property insurance company: (A)  
168 Submit to an examination under oath or recorded statement conducted  
169 by such homeowners or commercial property insurance company or  
170 such insurance company's authorized agent. Such examination or  
171 recorded statement shall be (i) reasonably necessary, (ii) based on the  
172 scope of the post-loss repair, inspection, remediation or mitigation  
173 services performed on such residential or commercial property and the

174 complexity of such insurance claim, and (iii) limited to matters related  
175 to such services performed on such residential or commercial property,  
176 the costs of such services and the assignment agreement; and (B)  
177 participate in any alternative dispute resolution proceedings pursuant  
178 to the terms of the applicable homeowners or commercial property  
179 insurance policy.

180 (e) Upon the request of the assignor, the assignee or any home  
181 improvement contractor may attend any on-site inspection of the  
182 residential or commercial property, conducted by an insurance adjuster,  
183 to serve as a resource to such assignor during such on-site inspection,  
184 provided no such assignee or home improvement contractor shall  
185 engage in any negotiation or settlement of any portion of an insurance  
186 claim under the applicable homeowners or commercial property  
187 insurance policy, unless such assignee or home improvement contractor  
188 is a public adjuster licensed pursuant to chapter 701b of the general  
189 statutes.

190 (f) Notwithstanding the provisions of section 38a-321 of the general  
191 statutes, no assignment agreement executed in accordance with the  
192 provisions of this section shall transfer or create any authority to  
193 negotiate, adjust or effect the settlement of any portion of any  
194 homeowners or commercial property insurance claim to any person or  
195 entity not authorized pursuant to chapter 701b of the general statutes to  
196 negotiate, adjust or effect such settlement of such insurance claim on  
197 behalf of any assignor or claimant.

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

207 assignor of such assignment agreement or any named insured under the  
208 applicable homeowners or commercial property insurance policy, (C)  
209 claim a lien on the residential or commercial property of such assignor  
210 of such assignment agreement or any named insured under the  
211 applicable homeowners or commercial property insurance policy, or (D)  
212 report such assignor of such assignment agreement or any named  
213 insured under the applicable homeowners or commercial property  
214 insurance policy to a credit reporting agency for any payment due  
215 pursuant to such assignment agreement.

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

226 (h) (1) No assignee of an assignment agreement shall have a cause of  
227 action against the homeowners or commercial property insurance  
228 company providing coverage for the residential or commercial property  
229 for payment of an insurance claim arising from post-loss repair,  
230 inspection, remediation or mitigation services performed on the  
231 assignor's, or named insured's, residential or commercial property,  
232 unless such assignee provides written notice of:

233 (A) Such assignee's intent to bring such cause of action to such named  
234 insured under the homeowners or commercial property insurance  
235 policy, assignor and insurance company not later than ten business days  
236 before filing such cause of action and after such insurance company has  
237 made a determination of coverage under such homeowners or  
238 commercial property insurance policy; and

239 (B) The claimed damages in dispute, the amount claimed by such  
240 assignee and a presuit settlement demand. As a precondition to filing  
241 such cause of action, such assignee shall provide such named insured,  
242 such assignor and such insurance company with a written invoice or  
243 cost estimate of the post-loss repair, inspection, remediation or  
244 mitigation services performed or scheduled to be performed by such  
245 assignee, including itemized information identifying equipment,  
246 materials, the number of hours worked, and, in circumstances where  
247 such post-loss repair, inspection, remediation or mitigation services  
248 were performed, proof that such services were performed in accordance  
249 with accepted industry standards. Such notice requirements pursuant  
250 to this subdivision shall be served by (i) certified mail, return receipt  
251 requested, to the name and mailing address designated by the insurance  
252 company in the homeowners or commercial property insurance policy,  
253 and to the name and mailing address designated by such named insured  
254 or assignor in the assignment agreement, or (ii) electronic means  
255 evidenced by a delivery receipt, to the electronic mail address  
256 designated by such insurance company in the homeowners or  
257 commercial property insurance policy, and to the electronic mail  
258 address designated by such named insured or assignor in such  
259 assignment agreement.

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

269 (i) The provisions of this section shall not apply to:

270 (1) Any assignment, transfer or conveyance of residential or  
271 commercial property granted to a subsequent purchaser of such

272 residential or commercial property who holds an insurable interest in  
273 such residential or commercial property following a loss;

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

280 (3) General liability coverage under a homeowners or commercial  
281 property insurance policy.

282 (j) (1) Not later than February 1, 2028, and annually thereafter, each  
283 homeowners or commercial property insurance company licensed in  
284 this state shall submit a report to the Insurance Commissioner, in a form  
285 and manner prescribed by the commissioner, that includes data for any  
286 such homeowners or commercial property insurance claim paid  
287 pursuant to an assignment agreement executed in accordance with the  
288 provisions of this section.

289 (2) Not later than March 1, 2028, and annually thereafter, said  
290 commissioner shall submit a report, in accordance with the provisions  
291 of section 11-4a of the general statutes, to the joint standing committee  
292 of the General Assembly having cognizance of matters relating to  
293 insurance. Such report shall include an evaluation of the data submitted  
294 to the commissioner pursuant to subdivision (1) of this subsection for  
295 the immediately preceding calendar year, including an evaluation of  
296 claims adjustments, settlement time frames and claims and litigation  
297 trends, categorized by claims litigated, claims settled prior to litigation  
298 and loss adjustment expenses.

299 (k) The commissioner shall adopt regulations, in accordance with the  
300 provisions of chapter 54 of the general statutes, to implement the  
301 provisions of this section.

302 Sec. 2. Section 20-419 of the general statutes is repealed and the

303 following is substituted in lieu thereof (*Effective October 1, 2026*):

304 As used in this chapter and section 3 of this act, unless the context  
305 otherwise requires:

306 (1) "Business day" has the same meaning as provided in section 42-  
307 134a, as amended by this act.

308 ~~[(1)]~~ (2) "Business entity" means an association, corporation, limited  
309 liability company, limited liability partnership or partnership.

310 ~~[(2)]~~ (3) "Certificate" means a certificate of registration issued under  
311 section 20-422.

312 ~~[(3)]~~ (4) "Commissioner" means (A) the Commissioner of Consumer  
313 Protection, and (B) any person designated by the commissioner to  
314 administer and enforce this chapter.

315 ~~[(4)]~~ (5) (A) "Contractor" means any person who (i) owns and operates  
316 a home improvement business, or (ii) undertakes, offers to undertake or  
317 agrees to perform any home improvement.

318 (B) "Contractor" does not include a person for whom the total price  
319 of all of such person's home improvement contracts with all of such  
320 person's customers does not exceed one thousand dollars during any  
321 period of twelve consecutive months.

322 ~~[(5)]~~ (6) (A) "Home improvement" includes, but is not limited to, the  
323 repair, replacement, remodeling, alteration, conversion, modernization,  
324 improvement, rehabilitation or sandblasting of, or addition to, any land  
325 or building or that portion thereof which is used or designed to be used  
326 as a private residence, dwelling place or residential rental property, or  
327 the construction, replacement, installation or improvement of alarm  
328 systems not requiring electrical work, as defined in section 20-330,  
329 driveways, swimming pools, porches, garages, roofs, siding, insulation,  
330 sunrooms, flooring, patios, landscaping, fences, doors and windows,  
331 waterproofing, water, fire or storm restoration or mold remediation in  
332 connection with such land or building or that portion thereof which is

333 used or designed to be used as a private residence, dwelling place or  
334 residential rental property or the removal or replacement of a residential  
335 underground heating oil storage tank system, in which the total price  
336 for all work agreed upon between the contractor and owner or proposed  
337 or offered by the contractor exceeds two hundred dollars.

338 (B) "Home improvement" does not include (i) the construction of a  
339 new home, (ii) the sale of goods or materials by a seller who neither  
340 arranges to perform nor performs, directly or indirectly, any work or  
341 labor in connection with the installation or application of the goods or  
342 materials, (iii) the sale of goods or services furnished for commercial or  
343 business use or for resale, provided commercial or business use does not  
344 include use as residential rental property, (iv) the sale of appliances,  
345 such as stoves, refrigerators, freezers, room air conditioners and others,  
346 which are designed for and are easily removable from the premises  
347 without material alteration thereof, (v) tree or shrub cutting or the  
348 grinding of tree stumps, and (vi) any work performed without  
349 compensation by the owner on such owner's own private residence or  
350 residential rental property.

351 [(6)] (7) "Home improvement contract" means an agreement between  
352 a contractor and an owner for the performance of a home improvement.

353 [(7)] (8) "Owner" means a person who owns or resides in a private  
354 residence and includes any agent thereof, including, but not limited to,  
355 a condominium association. An owner of a private residence shall not  
356 be required to reside in such residence to be deemed an owner under  
357 this subdivision.

358 [(8)] (9) "Person" means an individual or a business entity.

359 [(9)] (10) "Private residence" means a single family dwelling, a  
360 multifamily dwelling consisting of not more than six units, or a unit,  
361 common element or limited common element in a condominium, as  
362 defined in section 47-68a, or in a common interest community, as  
363 defined in section 47-202, or any number of condominium units for  
364 which a condominium association acts as an agent for such unit owners.

365        [(10)] (11) "Proprietor" means an individual who (A) has an  
366 ownership interest in a business entity that holds or has held a certificate  
367 of registration issued under this chapter, and (B) has been found by a  
368 court of competent jurisdiction to have violated any provision of this  
369 chapter related to the conduct of a business entity holding a certificate  
370 or that has held a certificate issued under this chapter within the two  
371 years of the effective date of entering into a contract with an owner  
372 harmed by the actions of such individual or business entity.

373        [(11)] (12) "Salesman" means any individual who (A) negotiates or  
374 offers to negotiate a home improvement contract with an owner, or (B)  
375 solicits or otherwise endeavors to procure by any means whatsoever,  
376 directly or indirectly, a home improvement contract from an owner on  
377 behalf of a contractor.

378        [(12)] (13) "Residential rental property" means a single family  
379 dwelling, a multifamily dwelling consisting of not more than six units,  
380 or a unit, common element or limited common element in a  
381 condominium, as defined in section 47-68a, or in a common interest  
382 community, as defined in section 47-202, which is not owner-occupied.

383        [(13)] (14) "Residential underground heating oil storage tank system"  
384 means an underground storage tank system used with or without  
385 ancillary components in connection with real property composed of  
386 four or less residential units.

387        [(14)] (15) "Underground storage tank system" means an  
388 underground tank or combination of tanks, with any underground  
389 pipes or ancillary equipment or containment systems connected to such  
390 tank or tanks, used to contain an accumulation of petroleum, which  
391 volume is ten per cent or more beneath the surface of the ground.

392        Sec. 3. (NEW) (*Effective October 1, 2026*) Notwithstanding any  
393 provision of chapter 400 of the general statutes, no contractor shall  
394 advertise, offer or promise to provide, directly or indirectly, any  
395 allowance, compensation, discount, payment, waiver or rebate to an  
396 owner for any portion of the owner's insurance deductible as an

397 inducement for such owner to enter into a home improvement contract  
398 with such contractor.

399 Sec. 4. Section 20-420 of the general statutes is repealed and the  
400 following is substituted in lieu thereof (*Effective October 1, 2026*):

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

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

413 (3) No certificate shall be given to any person who holds such person  
414 out to be a contractor that performs removal or replacement of any  
415 residential underground heating oil storage tank system unless such  
416 contractor provides evidence, satisfactory to the commissioner, that the  
417 contractor (A) has completed a hazardous material training program  
418 approved by the Department of Energy and Environmental Protection,  
419 and (B) has presented evidence of liability insurance coverage of one  
420 million dollars.

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

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

425 (d) On and after July 1, 2008, a home improvement contractor shall  
426 not perform gas hearth product work, as defined in subdivision (22) of

427 section 20-330, unless such home improvement contractor holds a  
428 limited contractor or journeyman gas hearth installer license pursuant  
429 to section 20-334f.

430 (e) A retail establishment, which is a business that operates from a  
431 fixed location where goods or services are offered for sale, may apply  
432 annually for a certificate of registration as a salesperson on behalf of its  
433 employees if it employs or otherwise compensates one or more  
434 salespersons whose solicitation, negotiation and completion of sales are  
435 conducted entirely at the retail establishment or virtually or by phone.  
436 The retail establishment shall (1) apply for such registration on a form  
437 prescribed by the commissioner, (2) maintain a list of all salespersons  
438 intended to be covered by the retailer's certificate of registration, and (3)  
439 pay a fee equal to the amount that would be due if each person were to  
440 apply individually for a certificate of registration, including the amount  
441 that would be due under the guaranty fund. The list of salespersons  
442 covered by the retailer's certificate of registration shall be made  
443 available to the department upon request. If any person covered by the  
444 retail establishment's salesperson certificate of registration conducts  
445 activity covered by the salesperson credential at a place other than the  
446 retail establishment or virtually or by phone, such person shall apply for  
447 an individual salesperson certificate of registration using the form  
448 prescribed by the commissioner for such registrations and shall pay the  
449 corresponding application fee.

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

458 (g) A contractor or salesperson shall update, through the  
459 department's online licensing system, any application information the

460 contractor or salesperson has provided to the department pursuant to  
461 this section, including, but not limited to, any contact information,  
462 including, but not limited to, a change in business or trade name,  
463 residence address or business address for such contractor or  
464 salesperson, insurance information or criminal history for such  
465 contractor or salesperson, or, if such contractor is a business entity,  
466 criminal histories of the individual owners of such business entity, not  
467 later than thirty days after any change in such information.

468 Sec. 5. Subsection (a) of section 20-421 of the general statutes is  
469 repealed and the following is substituted in lieu thereof (*Effective October*  
470 *1, 2026*):

471 (a) Any person seeking a certificate of registration shall apply to the  
472 commissioner online, on a form provided by the commissioner. The  
473 application shall include, but need not be limited to:

474 (1) [the] The applicant's name [, residence address, business address,  
475 business telephone number and electronic mail address, (2) a] and trade  
476 name, if the applicant is a natural person, or business name, if the  
477 applicant is not a natural person;

478 (2) The applicant's contact information, if the applicant is a natural  
479 person, or business address, if the applicant is not a natural person;

480 (3) The applicant's business telephone number, electronic mail  
481 address and Internet web site address;

482 (4) The name, trade name and contact information of each business  
483 entity in which any individual owner or member of the applicant holds  
484 a financial or equitable interest, provided such business entity offers  
485 home improvement services in the state;

486 (5) If the applicant is not a natural person, the name and contact  
487 information of each individual who is a director, officer or principal  
488 shareholder of such applicant who either (A) owns more than ten per  
489 cent of the business entity, or (B) participates in the operation or

490 management of such business entity;

491 (6) A statement, attested to by the applicant, disclosing whether (A)  
492 the applicant previously held a certificate of registration and, if the  
493 applicant previously held such a certificate, (i) the name by which such  
494 applicant held such certificate, and (ii) whether such certificate was  
495 suspended or revoked, and (B) any judgment or arbitration award has  
496 been entered against the applicant;

497 (7) A statement by the applicant disclosing whether the applicant has  
498 been found guilty or convicted as a result of an act which (A) constitutes  
499 a felony under the laws of this state or federal law, or (B) was committed  
500 in another jurisdiction but, if committed in this state, would constitute a  
501 felony under the laws of this state; [ (3) proof]

502 (8) Proof that the applicant has obtained (A) general liability  
503 insurance coverage in an amount not less than twenty thousand dollars,  
504 demonstrated by providing the policy number and business name of the  
505 insurance provider, and (B) any other insurance coverage required by  
506 law; and [(4) such]

507 (9) Such other information as the commissioner may require.

508 Sec. 6. Subsection (b) of section 20-427 of the 2026 supplement to the  
509 general statutes is repealed and the following is substituted in lieu  
510 thereof (*Effective October 1, 2026*):

511 (b) No person shall: (1) Present or attempt to present, as such person's  
512 own, the certificate of another, (2) knowingly give false evidence of a  
513 material nature to the commissioner for the purpose of procuring a  
514 certificate, (3) represent himself or herself falsely as, or impersonate, a  
515 registered home improvement contractor or salesman, (4) use or attempt  
516 to use a certificate which has expired or which has been suspended or  
517 revoked, (5) offer to make or make any home improvement without  
518 having a current certificate of registration under this chapter, (6)  
519 represent in any manner that such person's registration constitutes an  
520 endorsement of the quality of such person's workmanship or of such

521 person's competency by the commissioner, (7) employ or allow any  
522 person to act as a salesman on such person's behalf unless such person  
523 is registered as a home improvement salesman, [or] (8) fail to refund the  
524 amount paid for a home improvement within ten days of a written  
525 request mailed or delivered to the contractor's last-known address, if no  
526 substantial portion of the contracted work has been performed at the  
527 time of the request and more than thirty days has elapsed since the  
528 starting date specified in the written contract, or more than thirty days  
529 has elapsed since the date of the contract if such contract does not  
530 specify a starting date, or (9) engage in the activities of a public adjuster,  
531 as defined in section 38a-723, except that such person may (A) explain  
532 or discuss a bid for construction or repair of property loss or damage  
533 covered under a homeowners insurance policy with an owner of such  
534 property or the insurer of such property if such person does so for the  
535 usual and customary fees applicable to the work to be performed as  
536 stated in the home improvement contract between such person and the  
537 owner, or (B) except as provided in subsection (c) of section 20-429a, as  
538 amended by this act, advise or recommend to an owner of such property  
539 that such owner contact (i) such owner's insurer to determine whether  
540 any such bid for construction or repair of property loss or damage is  
541 covered under a homeowners insurance policy with such owner of such  
542 property, or (ii) a public adjuster, when appropriate.

543 Sec. 7. Section 20-429a of the general statutes is repealed and the  
544 following is substituted in lieu thereof (*Effective October 1, 2026*):

545 (a) As used in this section:

546 (1) "Prohibited advertisement" means any written or electronic  
547 communication, including, but not limited to, door hangers, business  
548 cards, magnets, flyers, pamphlets or electronic mail, delivered by any  
549 contractor or salesman to encourage, instruct or induce an owner to  
550 contact such contractor, salesman or public adjuster, as defined in  
551 section 38a-723, to file an insurance claim for roof damage to such  
552 owner's property.

553       (2) "Soliciting" means to make direct contact with any person through  
554 mail, telephone, electronic mail, in-person communication or any other  
555 means for the purpose of inducing such person to make a transaction.

556       (b) No contractor or salesman shall solicit or otherwise endeavor to  
557 procure home improvement work or a home improvement contract  
558 from an owner by notifying the owner that a contractor will commence  
559 home improvement work unless the owner instructs the contractor not  
560 to commence such work by a date determined by the contractor.

561       (c) No contractor or salesman, or any agent or employee of such  
562 contractor or salesman shall, directly or indirectly:

563       (1) Solicit any owner through a prohibited advertisement, unless such  
564 prohibited advertisement provides, in not less than twelve-point font,  
565 the following information: "You are responsible for payment of any  
566 insurance deductible for roof repair costs performed on your property.  
567 Intentionally filing an insurance claim containing any false, incomplete  
568 or misleading information constitutes insurance fraud punishable as a  
569 class D felony pursuant to section 53a-215.";

570       (2) Offer any rebate, gift, gift card, cash, coupon, waiver of any  
571 insurance deductible or any other item of value to any owner in  
572 exchange for (A) allowing such contractor to conduct an inspection of  
573 such owner's roof; and (B) such owner, contractor, salesman or any  
574 agent or employee of such contractor submitting an insurance claim for  
575 damage to such owner's roof; and

576       (3) Offer, deliver, receive or accept any compensation, inducement or  
577 reward for the referral of any home improvement work for which  
578 property insurance proceeds are payable. No payment by any owner or  
579 insurance company to such contractor for roofing services shall  
580 constitute compensation for such referral pursuant to the provisions of  
581 this subdivision.

582       (d) Any contract between a contractor and an owner for home  
583 improvement services to repair or replace such owner's roof shall

584 include a notice that such contractor is prohibited from engaging in the  
585 practices described in subdivision (2) of subsection (c) of this section.

586 Sec. 8. Subdivision (1) of section 42-134a of the 2026 supplement to  
587 the general statutes is repealed and the following is substituted in lieu  
588 thereof (*Effective October 1, 2026*):

589 (1) "Home solicitation sale" means a sale, lease, or rental of consumer  
590 goods or services, whether under single or multiple contracts, in which  
591 the seller or his representative personally solicits the sale, including  
592 those in response to or following an invitation by the buyer, and the  
593 buyer's agreement or offer to purchase is made at a place other than the  
594 place of business of the seller. The term "home solicitation sale" does not  
595 include a transaction: (A) Made pursuant to prior negotiations in the  
596 course of a visit by the buyer to a retail business establishment having a  
597 fixed, permanent location where goods are exhibited or the services are  
598 offered for sale on a continuing basis; (B) except as provided in  
599 subsection (d) of section 42-137, as amended by this act, in which the  
600 buyer has initiated the contact and the goods or services are needed to  
601 meet a bona fide immediate personal emergency of the buyer, and the  
602 buyer furnishes the seller with a separate dated and signed personal  
603 statement in the buyer's handwriting describing the situation requiring  
604 immediate remedy and expressly acknowledging and waiving the right  
605 to cancel the sale within three business days; (C) conducted and  
606 consummated entirely by mail or telephone and without any other  
607 contact between the buyer and the seller or its representative prior to  
608 delivery of the goods or performance of the services; (D) in which the  
609 buyer has initiated the contact and specifically requested the seller to  
610 visit his home for the purpose of repairing or performing maintenance  
611 upon the buyer's personal property. If in the course of such a visit, the  
612 seller sells the buyer the right to receive additional services or goods  
613 other than replacement parts necessarily used in performing the  
614 maintenance or in making the repairs, the sale of those additional goods  
615 or services shall not come within this exclusion; (E) pertaining to the sale  
616 or rental of real property, to the sale of insurance, to the sale of  
617 newspapers or to the sale of securities or commodities by a broker-

618 dealer registered with the securities and exchange commission; (F)  
619 made pursuant to a home party plan sales and demonstration; or (G) in  
620 the case of consumer goods, other than magazine sales or subscriptions,  
621 where the purchase price, whether under single or multiple contracts,  
622 does not exceed twenty-five dollars.

623 Sec. 9. Section 42-137 of the general statutes is amended by adding  
624 subsection (d) as follows (*Effective October 1, 2026*):

625 (NEW) (d) Notwithstanding the provisions of section 42-134a, as  
626 amended by this act, a home improvement contract that requires the  
627 performance of emergency restoration services may include a provision  
628 that allows the owner to waive such owner's right to cancel such  
629 contract not later than three business days after the owner and  
630 contractor signed such contract, provided such contract (1) is subject to  
631 the requirements of chapter 740, and (2) requires the performance of  
632 such emergency restoration services to remedy an urgent or emergency  
633 circumstance, as defined in section 1 of this act. Such owner may waive  
634 such right to cancel such contract by providing to the contractor a  
635 separate statement, dated and signed by the owner in electronic or  
636 paper form, that describes the urgent or emergency circumstance  
637 requiring immediate remedy and expressly acknowledges and waives  
638 such owner's right to cancel such contract not later than three business  
639 days after the owner and contractor signed such contract. For the  
640 purposes of this subsection, "emergency restoration services" means the  
641 performance of services designed to mitigate and restore damage to any  
642 land or building or that portion thereof which is used or designed to be  
643 used as a private residence, dwelling place or residential rental  
644 property. "Emergency restoration services" includes water extraction  
645 and drying, fire damage clean-up and soot removal, removal of  
646 damaged carpet and other flooring material, removal of damaged  
647 drywall and building materials, removal of smoke odors, sanitizing and  
648 preventive activities of mold or mold-containment matter and the repair  
649 or replacement of damaged materials, provided no structural, electrical,  
650 plumbing or air conditioning work is performed. "Emergency  
651 restoration services" does not include repair to or replacement of a roof.

652 Sec. 10. (NEW) (*Effective from passage*) (a) Not later than September 1,  
653 2026, the Insurance Commissioner shall develop, and thereafter revise  
654 as necessary, a consumer bill of rights regarding insurance and real  
655 estate. Such bill of rights shall be consistent with applicable federal and  
656 state laws and include, but need not be limited to, a statement of the  
657 principles and values that form the basis for such bill of rights.

658 (b) On and after October 1, 2026, the commissioner shall post the  
659 consumer bill of rights regarding insurance and real estate on the  
660 Internet web site of the Insurance Department.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>January 1, 2027</i>	New section
Sec. 2	<i>October 1, 2026</i>	20-419
Sec. 3	<i>October 1, 2026</i>	New section
Sec. 4	<i>October 1, 2026</i>	20-420
Sec. 5	<i>October 1, 2026</i>	20-421(a)
Sec. 6	<i>October 1, 2026</i>	20-427(b)
Sec. 7	<i>October 1, 2026</i>	20-429a
Sec. 8	<i>October 1, 2026</i>	42-134a(1)
Sec. 9	<i>October 1, 2026</i>	42-137(d)
Sec. 10	<i>from passage</i>	New section

**INS**      *Joint Favorable Subst.*