

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Home Repair and Remodeling Act is amended
5 by changing Section 18 as follows:

6 (815 ILCS 513/18)

7 Sec. 18. Repairs following damaging weather.

8 (a) As used in this Section, "catastrophe" means a natural
9 occurrence, including but not limited to flood, drought,
10 earthquake, tornado, windstorm, or hailstorm, which damages or
11 destroys more than one residence.

12 (b) A contractor offering home repair or remodeling
13 services shall not advertise or promise to pay or rebate all or
14 any portion of any insurance deductible as an inducement to
15 the sale of goods or services. As used in this Section, a
16 promise to pay or rebate includes granting any allowance or
17 offering any discount against the fees to be charged or paying
18 the insured or any person directly or indirectly associated
19 with the property any form of compensation.

20 (c) A contractor offering home repair or remodeling
21 services shall not accept money or any form of compensation in
22 exchange for allowing an out of area contractor to use its
23 business name or license.

1 (c-5) A contractor offering home repair or remodeling
2 services shall not propose to contract or solicit a contract
3 for home repair or remodeling services:

4 (1) while a loss-producing occurrence is continuing at
5 the premises;

6 (2) while the fire department or emergency personnel
7 are engaged at the damaged premises; or

8 (3) between the hours of 7:00 p.m. and 8:00 a.m.

9 This subsection does not apply if the proposal to contract
10 or solicitation to contract is initiated by a consumer.

11 The requirements of this subsection do not supersede
12 regulations adopted by units of local government.

13 (c-10) In addition to the provisions of subsection (c-5),
14 for a minimum of 72 hours after a disaster proclamation issued
15 by the Governor under Section 7 of the Illinois Emergency
16 Management Agency Act, to allow for the duties that may be
17 necessary to promote and secure the safety and protection of
18 the civilian population, a contractor shall not, in person,
19 propose to contract or solicit a contract with a consumer for
20 home repair or remodeling services, unless the proposal to
21 contract or the solicitation to contract is initiated by a
22 consumer.

23 (d) A contractor offering home repair or remodeling
24 services shall include its Illinois State roofing contractor
25 license name and number as it appears on its Illinois State
26 roofing license on all contracts, bids, and advertisements

1 involving roofing work as required by the Illinois Roofing
2 Industry Licensing Act.

3 (e) A person who has entered into a written contract with a
4 contractor offering home repair or remodeling services to
5 provide goods or services to be paid from the proceeds of a
6 property and casualty insurance policy may cancel the contract
7 prior to midnight on the earlier of the fifth business day
8 after the insured has received written notice from the insurer
9 that all or any part of the claim or contract is not a covered
10 loss under the insurance policy or the thirtieth business day
11 after receipt of a properly executed proof of loss by the
12 insurer from the insured. Cancellation is evidenced by the
13 insured giving written notice of cancellation to the
14 contractor offering home repair or remodeling services at the
15 address stated in the contract. Notice of cancellation, if
16 given by mail, is effective upon deposit into the United
17 States mail, postage prepaid and properly addressed to the
18 contractor. Notice of cancellation may be given by delivering
19 or mailing a signed and dated copy of the written notice of
20 cancellation to the contractor's business address as stated in
21 the contract. Notice of cancellation shall include a copy of
22 the written notice from the insurer to the effect that all or
23 part of the claim is not a covered loss under the insurance
24 policy. Notice of cancellation need not take a particular form
25 and is sufficient if it indicates, by any form of written
26 expression, the intention of the insured not to be bound by the

1 contract.

2 (f) Any contract referred to in subsection (e), must
3 contain a statement in at least 10 point boldface, in
4 substantially the following form:

5 "You may cancel this contract at any time before
6 midnight on the earlier of the fifth business day
7 after you have received written notification from your
8 insurer that all or any part of the claim or contract
9 is not a covered loss under the insurance policy or the
10 thirtieth business day after your insurer has received
11 properly executed proof(s) of loss from you. See
12 attached notice of cancellation form for an
13 explanation of this right."

14 (g) Upon executing a contract referred to in subsection
15 (e), furnish each insured a fully completed form in duplicate,
16 captioned "NOTICE OF CANCELLATION", which shall be attached to
17 the contract but easily detachable, and which shall contain
18 boldface type of a minimum size of 10 points the following
19 statement with the appropriate fields completed by the
20 contractor:

21 "NOTICE OF CANCELLATION

22 If you are notified by your insurer that all or any
23 part of the claim or contract is not a covered loss
24 under the insurance policy, you may cancel the
25 contract by mailing or delivering a signed and dated
26 copy of this cancellation notice or any other written

1 notice to (name of contractor) at (address of
 2 contractor's place of business) at any time prior to
 3 midnight on the earlier of the fifth business day
 4 after you have received such notice from your insurer
 5 or the thirtieth business day after your insurer has
 6 received properly executed proof(s) of loss from you.
 7 If you cancel, any payments made by you under the
 8 contract, other than payments for goods or services
 9 related to a catastrophe which you agreed in writing
 10 to be necessary to prevent damage to your property,
 11 will be returned to you within 10 business days
 12 following receipt by the contractor of your
 13 cancellation notice.

14 I HEREBY CANCEL THIS TRANSACTION
 15
 16 (date)
 17
 18 (insured's signature)".

19 (h) Within 10 days after a contract referred to in
 20 subsection (e) has been cancelled, the contractor offering
 21 home repair or remodeling services shall tender to the insured
 22 any payments, partial payments, or deposits made by the
 23 insured and any note or other evidence of indebtedness. If,
 24 however, the contractor has provided any goods or services
 25 related to a catastrophe, acknowledged and agreed to by the
 26 insured in writing to be necessary to prevent damage to the

1 premises, the contractor is entitled to the reasonable value
2 of such goods and services. Any provision in a contract
3 referred to in subsection (e) that requires the payment of any
4 fee for anything except goods or services related to a
5 catastrophe shall not be enforceable against any insured who
6 has cancelled a contract pursuant to this Section.

7 (i) A contractor offering home repair or remodeling
8 services shall not represent, or offer or advertise to
9 represent, on behalf of a homeowner on any insurance claim in
10 connection with the repair or replacement of roof systems, or
11 the performance of any other interior or exterior repair,
12 replacement, construction or reconstruction work; or otherwise
13 violate the Public Adjusters Law (Public Act 96-1332). A
14 Public Adjuster means any person who acts on behalf of the
15 insured in preparing and adjusting a claim for loss or damage
16 covered by an insurance contract. A contractor offering home
17 repair or remodeling services shall not call in or file a claim
18 to an insurance carrier on the insured's behalf. A contractor
19 offering home repair or remodeling services shall not climb on
20 a roof or inspect for exterior damage without the insured's
21 express permission. Nothing in this subsection shall be
22 construed to prohibit a residential contractor from: (1)
23 providing an insured an estimate for repair, replacement,
24 construction, or reconstruction of the insured's property and
25 any such estimate may be submitted to the insured's insurance
26 company; (2) conferring with an insurance company's

1 representative about damage to an insured's property; or (3)
2 discussing repair or replacement options with an insurance
3 company's representative or the insured about options for the
4 repair or replacement of the damage.

5 (Source: P.A. 97-235, eff. 1-1-12.)