



Region Legal Service Office, Mid Atlantic Legal Assistance Department

Virginia Consumer Protection Act

1. The **Virginia Consumer Protection Act (VCPA)** promotes fair and ethical standards for transactions between businesses and consumers. The law applies to the sale or lease of goods or services used for personal, family, or household purposes by prohibiting businesses from being deceitful, engaging in misrepresentations, or engaging in fraudulent acts and practices.

2. **Prohibited practices:** The following fraudulent acts or practices committed by a business in connection with a consumer transaction are unlawful under the VCPA:

a. Misrepresentation of the origin, source, or quality of the goods or services:

- Misrepresenting goods or services as those of another;
- Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- Misrepresenting the affiliation of the supplier, or of the goods/services, with another supplier;
- Misrepresenting the geographic origin in connection with goods or services;
- Misrepresenting the quantities, characteristics, ingredients, uses, or benefits of goods/services;
- Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
- Advertising or offering for sale goods which are used, secondhand, blemished, or reconditioned, or which are “seconds” (factory rejects), or irregulars, without clearly indicating in the advertisement or offer for sale the actual condition of the goods.
- Misrepresenting that repairs, alterations, modifications, or services were performed or parts installed;

b. Misrepresentation of terms of sale or nature of supplier’s business:

- Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised;
- Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;
- Using in any manner the words “wholesale,” “wholesaler,” “factory,” or “manufacturer” in the supplier's name, or business description, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the goods or services advertised/offered;

c. Using unenforceable contract provisions:

- Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties which are void or unenforceable under Virginia or federal law;

d. Non-disclosure of fees or credit balances:

- Failing to disclose all conditions, charges, or fees relating to the return of goods or incident to a layaway agreement (allowing payment for good in installments while supplier retains possession).
- Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5 resulting from an overpayment.

e. Other deceptive practices:

- Selling or manufacturing a children's product the supplier knows or has reason to know was recalled by the U.S. Consumer Product Safety Commission.
- Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling any drywall that the supplier knows or has reason to know is defective.
- Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.

3. **Filing a complaint:** The Investigations Unit at the Virginia Office of Consumer Affairs handles consumer complaints regarding VCPA violations. Find complaint forms and more information at <http://www.oag.state.va.us/index.php/citizen-resources/consumer-protection/>.

This handout is for information purposes only and is not intended to be legal advice. If you need legal advice and assistance you may see legal advice from your Legal Assistance Office. Legal Assistance Offices can be located at <http://legalassistance.law.af.mil/content/locator.php>. Rev 2016