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**H. 3658**

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Summary: Department of Consumer Affairs

**HISTORY OF LEGISLATIVE ACTIONS**

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12/12/2024 House Referred to Committee on **Labor, Commerce and Industry**

1/14/2025 House Introduced and read first time ([House Journal‑page 282](h:\hj\20250114.docx))

1/14/2025 House Referred to Committee on **Labor, Commerce and Industry** ([House Journal‑page 282](h:\hj\20250114.docx))

2/5/2025 Scrivener's error corrected

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**VERSIONS OF THIS BILL**

[12/12/2024](https://www.scstatehouse.gov/sess126_2025-2026/prever/3658_20241212.docx)

[02/05/2025](https://www.scstatehouse.gov/sess126_2025-2026/prever/3658_20250205.docx)

A bill

TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY AMENDING SECTION 32‑7‑20, RELATING TO PRENEED FUNERAL CONTRACTS, SO AS TO REQUIRE THE INCLUSION IN SUCH CONTRACTS OF THE TOLL‑FREE TELEPHONE NUMBER AND WEBSITE FOR THE DEPARTMENT OF CONSUMER AFFAIRS, AND A STATEMENT THAT QUESTIONS OR COMPLAINTS MAY BE DIRECTED TO THE DEPARTMENT; BY AMENDING SECTION 37‑2‑305, RELATING TO CERTAIN CREDITORS FILING AND POSTING MAXIMUM RATE SCHEDULES, SO AS TO REQUIRE SUCH FILINGS TO INCLUDE THIS SAME LANGUAGE; BY AMENDING SECTION 37‑2‑307, RELATING TO MOTOR VEHICLE SALES CONTRACTS CLOSING FEES, SO AS TO REQUIRE DEALERS TO INCLUDE SUCH LANGUAGE IN A NOTICE TO CONSUMERS; BY AMENDING SECTION 37‑3‑305, RELATING TO CERTAIN CREDITORS FILING AND POSTING MAXIMUM RATE SCHEDULES, SO AS TO REQUIRE SUCH FILINGS TO INCLUDE THIS LANGUAGE; BY AMENDING SECTION 37‑6‑202, RELATING TO NOTIFICATION FILING REQUIREMENTS APPLICABLE TO CERTAIN CONSUMER CREDIT TRANSACTIONS, SO AS TO REQUIRE SUCH FILINGS TO INCLUDE THIS LANGUAGE; BY AMENDING SECTION 37‑6‑204, RELATING TO NOTIFICATION FILING REQUIREMENTS FOR PERSONS MAKING CONSUMER RENTAL‑PURCHASE TRANSACTIONS, SO AS TO REQUIRE SUCH FILINGS TO INCLUDE THIS LANGUAGE; BY AMENDING SECTION 37‑11‑35, RELATING TO CONTINUING CARE RETIREMENT COMMUNITY CONTRACTS AND AGREEMENTS, SO AS TO REQUIRE THE INCLUSION OF SIMILAR LANGUAGE IN THESE AGREEMENTS; BY AMENDING SECTION 37‑16‑50, RELATING TO CONTRACTS FOR PREPAID LEGAL SERVICES, SO AS TO REQUIRE THE INCLUSION OF SIMILAR LANGUAGE; BY AMENDING SECTION 37‑17‑52, RELATING TO INFORMATION PROVIDED TO APPLICANTS BY A DISCOUNT MEDICAL PLAN ORGANIZATION, SO AS TO REQUIRE THE INCLUSION OF SIMILAR LANGUAGE; BY AMENDING SECTION 39‑61‑110, RELATING TO REQUIREMENTS OF SERVICE CONTRACTS, SO AS TO INCLUDE SIMILAR LANGUAGE; BY AMENDING SECTION 40‑39‑80, RELATING TO PAWN TICKETS AND THE CONTENT REQUIREMENTS THEREOF, SO AS TO INCLUDE SIMILAR LANGUAGE; BY AMENDING SECTION 44‑79‑30, RELATING TO CREDIT CONTRACT REQUIREMENTS, SO AS TO INCLUDE SIMILAR LANGUAGE; AND BY AMENDING SECTION 59‑102‑100, RELATING TO AGENCY CONTRACTS FOR STUDENT ATHLETES, SO AS TO INCLUDE SIMILAR LANGUAGE.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Section 32‑7‑20(G) of the S.C. Code is amended to read:

(G) All contracts must contain the name and Funeral Service License Number of the provider and seller, the toll‑free telephone number and the website for the Department of Consumer Affairs, and a statement that questions or complaints may be directed to the department.

SECTION 2. Section 37‑2‑305(1) of the S.C. Code is amended to read:

(1) Every creditor (Section 37‑1‑301(13)), intending to impose a credit service charge in excess of eighteen percent per annum other than an assignee of a credit obligation, making consumer credit sales (Section 37‑2‑104) in this State on or before the effective date of this section, and in the case of a creditor not making consumer credit sales in this State on that date, on or before the date the creditor begins to make such credit sales in this State, shall file a rate schedule with the Department of Consumer Affairs and, except as otherwise provided in this section, post in one conspicuous place in every place of business in this State, if any, in which offers to make consumer credit sales are extended, a maximum rate schedule issued by the department which contains the items set forth in subsections (2), (3), and (4).

(a) A creditor that has seller credit cards or similar arrangements (Section 37‑1‑301(26)) is not required to post a copy of the required rate schedule in any place of business which is authorized to honor such transactions; provided that the creditor shall include a conspicuous statement of the maximum rate it intends to charge for these transactions in the initial disclosure statement required to be provided the debtor by the Federal Truth‑In‑Lending Act and notifies the debtor of any change in the maximum rate on or before the effective date of the change.

(b) [Reserved]A creditor filing a maximum rate schedule shall provide each consumer with a notice that includes the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

SECTION 3. Section 37‑2‑307(B) of the S.C. Code is amended to read:

(B)(1) Every dealer charging closing fees in a motor vehicle sale or lease transaction shall:

(a) pay a filing fee of ten dollars to the department each time the dealer provides notice of a new closing fee amount to the department. The department shall set the filing fee annually in an amount not to exceed twenty‑five dollars.; and

(b) provide the consumer with a notice that includes the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

(2) The closing fee must be disclosed on the motor vehicle sale or lease contract, displayed in a conspicuous location in the motor vehicle dealership, and clearly and conspicuously disclosed in any advertisement of a specific motor vehicle for sale or lease.

SECTION 4. Section 37‑3‑305(1) of the S.C. Code is amended to read:

(1) Every creditor (Section 37‑1‑301(13)), other than an assignee of a credit obligation, making supervised or restricted consumer loans (Section 37‑3‑104) in this State shall on or before the effective date of this section, and in case of a creditor not making supervised consumer loans in this State on that date, on or before the date the creditor begins to make such loans in this State, file a rate schedule with the Department of Consumer Affairs and, except as otherwise provided in this section, post in one conspicuous place in every place of business, if any, in this State in which offers to make consumer loans are extended, a maximum rate schedule issued by the department which contains the items set forth in subsections (2), (3), and (4).

(a) A creditor that has issued lender credit cards or similar arrangements (Section 37‑1‑301(16)) is not required to post a copy of the required rate schedule in any place of business which is authorized to honor such transactions except its central and branch offices other than a branch office that is a free‑standing automatic teller machine; provided, that the creditor shall include a conspicuous statement of the maximum rate it intends to charge for these transactions in the initial disclosure statement required to be provided the debtor by the Federal Truth‑In‑Lending Act and notifies the debtor of any change in the maximum rate on or before the effective date of the change.

(b) A creditor filing a maximum rate schedule shall provide each consumer with a notice that includes the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

SECTION 5. Section 37‑6‑202 of the S.C. Code is amended to read:

Section 37‑6‑202. (1) Persons subject to this part shall file notification with the administrator within thirty days after commencing business in this State, and, thereafter, on or before January thirty‑first of each year. The notification shall state:

(a) name of the person;

(b) name in which business is transacted if different from (a);

(c) address of principal office, which may be outside this State;

(d) address of all offices or retail stores, if any, in this State at which consumer credit sales, consumer leases, or consumer loans are made, or in the case of a person taking assignments of obligations, the offices or places of business within this State at which business is transacted;

(e) if consumer credit sales, consumer leases, or consumer loans are made otherwise than at an office or retail store in this State, a brief description of the manner in which they are made; and

(f) address of designated agent upon whom service of process may be made in this State (Section 37‑1‑203); and.

(2) If information in a notification becomes inaccurate after filing, no further notification is required until the following January thirty‑first.

(3) A person filing notification shall provide each consumer with a notice that includes the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

SECTION 6. Section 37‑6‑204 of the S.C. Code is amended to read:

Section 37‑6‑204. (1) In lieu of the notification requirements of Section 37‑6‑202, persons engaged in this State in making consumer rental‑purchase transactions shall:

(1) File file notification with the administrator within thirty days after commencing business in this State, and, thereafter, on or before January thirty‑first of each year. The notification must state:

(a) name of the person;

(b) name in which business is transacted if different from (a);

(c) address of principal office, which may be outside this State;

(d) an indication that the creditor engages in the business of making consumer rental‑purchase agreements;

(e) address of all offices or stores, if any, in this State at which consumer rental‑purchase transactions are made, or in the case of a person taking assignments of obligations, the offices or places of business within this State at which business is transacted;

(f) an indication of which addresses listed in subitems (c) and (e) engage in making consumer credit sales or cash sales of merchandise in addition to consumer rental‑purchase agreements;

(g) if consumer rental‑purchase transactions are made otherwise than at an office or retail store in this State, a brief description of the manner in which they are made; and

(h) address of designated agent upon whom service of process may be made in this State (Section 37‑1‑203);. and

(2) If information in a notification becomes inaccurate after filing, no further notification is required until the following January thirty‑first.

(3) A person filing notification shall provide each consumer with a notice that includes the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

SECTION 7. Section 37‑11‑35(B) of the S.C. Code is amended to read:

(B)(1) A reservation agreement must be entered into prior to the receipt of a reservation deposit and shall, at a minimum, include:

(a) the location, name, and address of the facility or proposed facility;

(b) information pursuant to Section 37‑11‑30(B)(5)‑(7);

(c) the amount of money received and any rate of interest anticipated to be collected;

(d) a statement that the full reservation deposit and any corresponding interest accrued will be applied to the entrance fee at the time of executing the continuing care contract;

(e) a statement that the prospective resident has a right to cancel the agreement at any time for a full refund;

(f) the method of cancelling, the address where the prospective resident should submit the request to cancel and timeline for distribution of funds, not to exceed ten calendar days;

(g) a statement that the reservation deposit will be held in an escrow account at a trust institution;

(h) the name and contact information for the trust institution where the reservation deposit will be held;

(i) a description of the living unit reserved;

(j) a statement of the continuing care services currently offered by the operator at the time of signing the agreement and the continuing care services proposed to be offered in the future; and

(k) a proposed construction schedule, if applicable, and expected date when the reserved living unit will be available for occupancy.; and

(l) a statement that if the resident is not satisfied with the operator’s response to a complaint, the resident may file a complaint with the South Carolina Department of Consumer Affairs. The agency’s current toll‑free telephone number and website must be included.

(2) An operator may not receive or agree to a reservation deposit in excess of ten percent of the entrance fee for the prospective resident’s reserved living unit.

(3) Every quarter the operator shall provide to the department and prospective residents who entered into a reservation agreement an update on the progress of facility development and expected date when the facility or reserved unit will be available for occupancy. If any major events occur that will delay the schedule by more than four weeks, the operator shall provide an update to the department and all prospective residents who entered into a reservation agreement no later than ten business days after the operator knew or should have known about the delay.

SECTION 8. Section 37‑16‑50 of the S.C. Code is amended to read:

Section 37‑16‑50. (A) Contracts offering prepaid legal services must be filed with the department for approval prior to being offered to the general public or a segment of the general public. A contract for prepaid legal services must include:

(1) a provision allowing the member or beneficiary the right to select the attorney of his choice when legal services are needed. If this option is chosen, the company may adjust the amount the member or beneficiary is charged to participate in the prepaid legal services plan.;

(2) the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

(B) However, approvalApproval must not be withheld unless the contract is false, misleading, unfair, deceptive, or is in violation of this chapter or other applicable law. Contracts filed are deemed approved if the department does not notify the prepaid legal services company of its nonapproval within forty‑five days of receipt of the contract.

SECTION 9. Section 37‑17‑52(B) of the S.C. Code is amended to read:

(B) The written document required pursuant to subsection (A) must be clear and include:

(1) the name of the customer;

(2) the benefits to be provided under the discount medical plan;

(3) processing fees and periodic charges associated with the discount medical plan including any limitations or restrictions on the refund of processing fees and periodic charges;

(4) the mode and timing of payment of processing fees and periodic charges and procedures for changing the mode of payment;

(5) any limitations, exclusions, or exceptions regarding the receipt of discount medical plan benefits;

(6) waiting periods for certain medical or ancillary services under the discount medical plan;

(7) procedures for obtaining discounts under the discount medical plan, such as requiring customers to contact the discount medical plan organization to make an appointment with a provider on the customer’s behalf;

(8) cancellation procedures including information on the customer’s thirty‑day cancellation rights and refund requirements and procedures for obtaining refunds;

(9) renewal, termination, and cancellation terms and conditions;

(10) procedures for adding new customers to a family discount medical plan, if applicable;

(11) procedures for filing complaints under the discount medical plan organization’s complaint system; and

(12) the name and mailing address of the registered discount medical plan organization or other entity where the customer can make inquiries about the plan, send cancellation notices and file complaints.; and

(13) the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

SECTION 10. Section 39‑61‑110 of the S.C. Code is amended to read:

Section 39‑61‑110. No service contract may be issued or delivered in this State unless it contains:

(a) The exact corporation or other name of the club.

(b) The exact location of its home office or any business office to which inquiries may be made.

(c) The motor club services contracted for.

(d) The territory wherein motor club services contracted for are to be rendered.

(e) The duration of the service contract.

(f) The toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

SECTION 11. Section 40‑39‑80(B) of the S.C. Code is amended to read:

(B)(1) The pawn ticket for a pledge or purchase transaction must satisfy the requirements of the Truth in Lending Act and Regulation Z, must identify whether the transaction is a pawn or purchase, and at a minimum must include:

(a) the name and address of the pledgor or seller;

(b) the date of birth of the pledgor or seller;

(c) the driver’s license number or other state or federal government‑issued photographic identification number of the pledgor or seller;

(d) the transaction date;

(e) the transaction maturity date;

(f) the amount financed or purchase price;

(g) the finance charge;

(h) the total of payments;

(i) the annual percentage rate;

(j) a statement of the pledgor or seller that the pledgor or seller is the lawful owner of the pledged or sold property;

(k) the name and business address of the pawnbroker; and

(l) the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department; and

(l)(m) a complete and accurate description of the pledged or purchased goods including any applicable:

(i) brand name;

(ii) model number;

(iii) manufacturer’s serial number, if issued by the manufacturer and not intentionally defaced, altered or removed;

(iv) size;

(v) color, as apparent to the untrained eye, not applicable to diamonds;

(vi) precious metal type, weight, and content, if known or indicated;

(vii) gemstone color and shape, as apparent to the untrained eye, and number of stones;

(viii) type of action, caliber or gauge, number of barrels, barrel length and finish if the item is a firearm; and

(ix) any other unique markings, numbers, names, or letters.

(2) In addition to the requirements of item (1), the pledgor or seller shall sign the form after the pawnbroker confirms positive identification of the pledgor or seller.

(3) Notwithstanding the provisions of subsection (B)(1)(i) through (ix), in the case of multiple items of a similar nature delivered together in one transaction which do not bear serial or model numbers and which do not include precious metals or gemstones, such as musical or video recordings, books, and hand tools, the description of the items is adequate if it contains the quantity of items and a description of the type of items delivered.

SECTION 12. Section 44‑79‑30(A) of the S.C. Code is amended to read:

(A) Every prepaid or credit contract for physical fitness services of over three months’ duration or over two hundred dollars in amount must conform to the following requirements:

(1) the contract must be in writing, and a copy must be given to the customer at the time he signs it;

(2) the contract shall state clearly the street address or location of the center and outlets which the member may use at the time the contract is executed and the major facilities or major services which each offers;

(3) the contract shall reveal the finance charge, if any, which the member agrees to pay;

(4) if the customer executes a promissory note in connection with the contract, the contract shall clearly indicate whether the promissory note is assignable paper and whether it may be discounted and sold to third parties. Assignment of the promissory note does not affect the right of the member to cancel the contract or the method by which the cancellation may be made;

(5) the contract shall include the toll‑free number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department;

(6) the contract must contain a right to cancel provision in the following language:

“CUSTOMER’S RIGHT TO CANCEL

(a) You may cancel this contract by sending notice of your wish to cancel to the center before midnight of the third business day after you sign the contract. ‘Business day’ means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Within thirty days of receipt of this notice, the center shall return any payments made and any note or other evidence of indebtedness. If you use the seller’s facilities or services, the center may deduct a reasonable fee from the payments being returned based on the actual fee paid divided on a pro rata share by the number of days used by the customer.

(b) In addition, you or your estate may also cancel the contract at any time by written notice to the center at the above address if the following circumstances occur:

(1) the customer’s death;

(2) substantial physical disability, certified by a physician, which makes it permanently impossible for the customer to use the center’s services;

(3) the customer’s permanent relocation to a residence over fifty miles distant from an outlet operated by the center, if the center is unable to arrange for the customer’s use of another center with equivalent major facilities and services.

The center may require presentation of information to substantiate that one of these circumstances has occurred.

If the contract is cancelled because of disability, death, or permanent change of residence, the center shall return any note or other evidence of indebtedness and unearned prepayments as follows: For each month that the contract was in effect, the center is entitled to the rate a month or a treatment which it would have charged if the contract had initially been one for the number of months or the number of treatments for which the contract was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the contract.

(c) The right of cancellation shall affect only the financial obligations under the contract and customer’s right to use the center’s physical fitness services.”

(6)(7) services such as personal training, personal fitness testing, and daily visitor fees that are not subject to being refunded must be clearly stated in the contract; and

(7)(8) Any contractual provision allowing more liberal rights of cancellation than set forth in this chapter may be substituted for the notice required in this chapter.

SECTION 13. Section 59‑102‑100(B) of the S.C. Code is amended to read:

(B) An agency contract must include:

(1) in a statement that the athlete agent is registered as an athlete agent in this State and a list of other states in which he is registered as an athlete agent;

(2) the amount and method of calculating the consideration to be paid by the student athlete for services provided by the athlete agent under the contract and other consideration the athlete agent receives from another source for entering into the contract or for providing the services;

(3) the name of a person not listed in the application for registration or renewal of registration to be compensated because the student athlete signed the agency contract;

(4) a description of expenses the student athlete agrees to reimburse;

(5) a description of the services to be provided to the student athlete;

(6) the duration of the contract; and

(7) the date of execution.; and

(8) the toll‑free telephone number and website for the Department of Consumer Affairs and a statement that questions or complaints may be directed to the department.

SECTION 14. This act takes effect upon approval by the Governor.

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