WEST VIRGINIA CODE: §46A-2-138

§46A-2-138. Buyer's right to cancel certain subscriptions and other obligations.

(a) When a buyer has become indebted or paid cash on a contract for future deliveries of a correspondence course, on any contract entered into after the effective date of this section for truck driver, modeling or any other occupational or business course with a private proprietary school, or a multiple magazine subscriptions contract, other than for single subscriptions direct with the publisher thereof, the buyer may cancel and terminate such contract at any time by mailing a notice of cancellation by first class United States mail to the person to whom the indebtedness is owed, or with whom the contract was made, or his assignee, which notice shall forthwith terminate and cancel any financial obligation for goods or services not received by the buyer prior to the mailing of such notice of cancellation. The indebtedness for correspondence course materials received and not returned shall not exceed the reasonable store purchase price of such materials. In addition thereto, in regard to a correspondence course contract (in part or wholly by correspondence) the state Board of Education is hereby empowered and directed to promulgate rules and regulations setting forth policy for the refund of tuition fees or other indebtedness and cancellation in whole or in part of such a contract by a buyer, with regard to goods and services not fully delivered. Such rules and regulations shall include, but not be limited to, provisions for allowing such cancellation by a buyer by mailing notice of intent to cancel and returning all materials received, and that the seller shall return any moneys due buyer within twenty days upon receipt of the notice of cancellation.

(b) Any buyer not receiving a refund of all moneys paid and due within twenty days of cancellation of any contract under this section has a direct cause of action upon any bond filed with the Department of Education or board of regents to secure performance of legal obligation pursuant to the provisions of section ten, article two, chapter eighteen of this code.

(c) Notwithstanding any other provision of law to the contrary, with respect to contracts which are the subject of or are intended to become the subject of a transaction as provided for in this section, no seller shall:

(1) Exclude, modify or otherwise attempt to limit any provision addressed under this section; or

(2) Exclude, modify or attempt to limit any remedy provided by law, including the measure of damages available under this section.

Any such exclusion, modification or attempted limitation shall be void.

WV Legislature