
HOUSE BILL No. 1260

AM126012 has been incorporated into January 20, 2026 printing.

Synopsis: Various insurance matters.

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January 20, 2026

Second Regular Session of the 124th General Assembly (2026)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2025 Regular Session of the General Assembly.

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HOUSE BILL No. 1260

A BILL FOR AN ACT to amend the Indiana Code concerning insurance.

Be it enacted by the General Assembly of the State of Indiana:

- 1 SECTION 1. IC 27-1-3-22 IS AMENDED TO READ AS
2 FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 22. (a) As used in this
3 section, "fraudulent insurance act" means:
4 (1) the preparation or presentation of a written statement as part
5 of, or in support of:
6 (A) a fraudulent application for the issuance or rating of a
7 policy of commercial insurance; or
8 (B) a fraudulent claim under a policy of commercial or
9 personal insurance; or
10 (2) the concealment, for the purpose of misleading, of
11 information concerning any fact material to an application or
12 claim described in subdivision (1).
13 (b) As used in this section, "fraudulent insurance act" includes the
14 act or omission of a person who, knowingly and with intent to defraud,
15 does any of the following:
16 (1) Presents, causes to be presented, or prepares with knowledge
17 or belief that it will be presented, to or by an insurer, a reinsurer,

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1 a purported insurer or reinsurer, a broker, or an agent of an
 2 insurer, reinsurer, purported insurer or reinsurer, or broker, an
 3 oral or written statement that the person knows to contain
 4 materially false information as part of, in support of, or
 5 concerning any fact that is material to:

- 6 (A) an application for the issuance of an insurance policy;
- 7 (B) the rating of an insurance policy;
- 8 (C) a claim for payment or benefit under an insurance
 9 policy;
- 10 (D) premiums paid on an insurance policy;
- 11 (E) payments made in accordance with the terms of an
 12 insurance policy;
- 13 (F) an application for a certificate of authority;
- 14 (G) the financial condition of an insurer, a reinsurer, or a
 15 purported insurer or reinsurer; or
- 16 (H) the acquisition of an insurer or a reinsurer;

17 or conceals any information concerning a subject set forth in
 18 clauses (A) through (H).

19 (2) Solicits or accepts new or renewal insurance risks by or for
 20 an insolvent insurer, reinsurer, or other entity regulated under
 21 this title.

22 (3) Removes or attempts to remove:

- 23 (A) the assets;
- 24 (B) the record of assets, transactions, and affairs; or
- 25 (C) a material part of the assets or the record of assets,
 26 transactions, and affairs;

27 of an insurer, a reinsurer, or another entity regulated under this
 28 title, from the home office, other place of business, or place of
 29 safekeeping of the insurer, reinsurer, or other regulated entity, or
 30 conceals or attempts to conceal from the department assets or
 31 records referred to in clauses (A) through (C).

32 (4) Diverts, attempts to divert, or conspires to divert funds of an
 33 insurer, a reinsurer, another entity regulated under the Indiana
 34 Code, or other persons, in connection with any of the following:

- 35 (A) The transaction of insurance or reinsurance.
- 36 (B) The conduct of business activities by an insurer, a
 37 reinsurer, or another entity regulated under this title.
- 38 (C) The formation, acquisition, or dissolution of an insurer,
 39 a reinsurer, or another entity regulated under this title.

40 **(c) A person or entity regulated under this title that has**
 41 **knowledge or a reasonable belief that a fraudulent insurance act is**
 42 **being or has been committed shall furnish the information to:**

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1 **(1) the department; or**
 2 **(2) the National Insurance Crime Bureau;**
 3 **not later than sixty (60) days after the person receives notice of the**
 4 **fraudulent insurance act. If the National Insurance Crime Bureau**
 5 **receives information under this subsection, the National Insurance**
 6 **Crime Bureau shall disclose the information to the department.**

7 ~~(c)~~ **(d)** A person **or entity** who acts without malice, fraudulent
 8 intent, or bad faith is not subject to civil **or criminal** liability for filing
 9 a report or furnishing, orally or in writing, other information
 10 concerning a suspected, anticipated, or completed fraudulent insurance
 11 act if the report or other information is provided to or received from
 12 any of the following:

13 (1) The department or an agent, an employee, or a designee of
 14 the department.

15 (2) Law enforcement officials or an agent or employee of a law
 16 enforcement official.

17 (3) The National Association of Insurance Commissioners.

18 (4) Any agency or bureau of federal or state government
 19 established to detect and prevent fraudulent insurance acts.

20 (5) Any other organization established to detect and prevent
 21 fraudulent insurance acts.

22 **(6) The National Insurance Crime Bureau.**

23 **(7) Any person or entity regulated under this title.**

24 ~~(6)~~ **(8)** An agent, an employee, or a designee of an entity referred
 25 to in subdivisions (3) through ~~(5)~~: **(7)**.

26 ~~(d)~~ **(e)** This section does not abrogate or modify in any way any
 27 common law or statutory privilege or immunity.

28 SECTION 2. IC 27-1-3-23 IS AMENDED TO READ AS
 29 FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 23. (a) For the purposes
 30 of this section, a party is "substantially justified" in initiating a civil
 31 action if the action had a reasonable basis in law or fact at the time the
 32 action was initiated.

33 (b) If:

34 (1) a person or entity referred to in section ~~22(c)~~ **22(d)** of this
 35 chapter, or an employee or agent of a person or entity referred to
 36 in section ~~22(c)~~; **22(d)**, is the prevailing party in a civil action for
 37 libel, slander, or any other relevant tort arising out of the filing
 38 of a report or the furnishing of information under section ~~22(c)~~
 39 **22(d)** of this chapter; and

40 (2) the party who initiated the action was not substantially
 41 justified in initiating the action;

42 the person, entity, employee, or agent referred to in subdivision (1) is

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entitled to an award of attorney's fees and costs.

SECTION 3. IC 27-1-44.5-12 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: **Sec. 12. (a) Except as provided in subsections (b), (c), and (e), the fee schedule for each type of unrestricted data request is as follows:**

Non-program Affiliated Individual

Data Set	Per Quarter	Per Year
Member Eligibility	\$1,000	\$4,000
Medical Claims	\$1,500	\$6,000
Pharmacy Claims	\$ 500	\$2,000
Hospital Encounters		
Inpatient	\$1,500	\$6,000
Outpatient	\$1,250	\$5,000
Emergency Dept.	\$1,250	\$5,000

Commercial Entity (Non-redistribution)

Data Set	Per Quarter	Per Year
Member Eligibility	\$1,500	\$6,000
Medical Claims	\$2,250	\$9,000
Pharmacy Claims	\$ 750	\$3,000
Hospital Encounters		
Inpatient	\$2,250	\$9,000
Outpatient	\$1,875	\$7,500
Emergency Dept.	\$1,875	\$7,500

Nonprofit/Educational Entity

Data Set	Per Quarter	Per Year
Member Eligibility	\$ 250	\$1,000
Medical Claims	\$ 375	\$1,500
Pharmacy Claims	\$ 125	\$ 500
Hospital Encounters		
Inpatient	\$ 375	\$1,500
Outpatient	\$ 312.50	\$1,250
Emergency Dept.	\$ 312.50	\$1,250

Commercial Redistributor (Resellers)

Data Set	Per Quarter	Per Year
Member Eligibility	\$2,500	\$10,000
Medical Claims	\$3,750	\$15,000
Pharmacy Claims	\$1,250	\$5,000
Hospital Encounters		
Inpatient	\$3,750	\$15,000
Outpatient	\$3,125	\$12,500
Emergency Dept.	\$3,125	\$12,500

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1 (b) Data files, reports, or tables not otherwise listed in
 2 subsection (a) or custom data sets must be generated at a base rate
 3 of eighty dollars (\$80) per hour with a minimum one (1) hour
 4 charge applied. An additional fee of three (3) cents must be
 5 charged per individual life generated in the data, report, or table.
 6 A written estimate of the total cost must be provided to an entity
 7 that requests data or information under this subsection before the
 8 request is fulfilled.

9 (c) State or local agencies within the geographical boundaries of
 10 Indiana that request data for public distribution or
 11 non-redistribution purposes may not be charged a fee under this
 12 section.

13 (d) If it is determined by the data base that access to the analytic
 14 environment is necessary based on the quantity and type of data
 15 requested, the requesting entity will incur an additional licensing
 16 fee of one thousand dollars (\$1,000) per month per user.

17 (e) Member eligibility data sets for the requested time period
 18 must be provided at no charge if requested along with at least one
 19 (1) other data set.

20 (f) A requesting entity may submit to the department a request
 21 for a waiver of any applicable fees if the entirety of the entity's
 22 research findings will be released to the public at no cost to the
 23 reader.

24 (g) A fee collected under this section must be deposited in the
 25 department of insurance fund created by IC 27-1-3-28.

26 SECTION 4. IC 27-2-28-1, AS AMENDED BY P.L.236-2025,
 27 SECTION 8, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 28 JULY 1, 2026]: Sec. 1. (a) This chapter applies to a personal
 29 automobile or homeowner's policy that is issued, delivered, amended,
 30 or renewed on or after ~~June 30, 2026~~ **January 1, 2027**.

31 (b) This chapter does not apply to:

32 (1) notices required by the federal Fair Credit Reporting Act (15
 33 U.S.C. 1681 et seq.); or

34 (2) **declinations of coverage.**

35 SECTION 5. IC 27-2-28-2, AS ADDED BY P.L.226-2023,
 36 SECTION 20, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 37 JULY 1, 2026]: Sec. 2. (a) As used in this chapter, "automobile policy"
 38 means a policy providing one (1) or more of the types of insurance
 39 described in Class 2(f) of IC 27-1-5-1.

40 (b) **The term includes an automobile policy under which the**
 41 **insured vehicle designated in the policy is rated as private**
 42 **passenger.**

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- 1 **(c) The term does not include personal insurance policies for the**
- 2 **coverage of:**
- 3 **(1) boats;**
- 4 **(2) inland marine;**
- 5 **(3) motorcycles;**
- 6 **(4) off-road vehicles;**
- 7 **(5) recreational vehicles;**
- 8 **(6) trailers;**
- 9 **(7) fleets;**
- 10 **(8) antique or collector vehicles;**
- 11 **(9) classic vehicles;**
- 12 **(10) specialty vehicles; or**
- 13 **(11) any other personal insurance policy not listed in**
- 14 **subdivisions (1) through (10).**

15 SECTION 6. IC 27-2-28-3, AS ADDED BY P.L.226-2023,
 16 SECTION 20, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 17 JULY 1, 2026]: Sec. 3. **(a)** As used in this chapter, "homeowner's
 18 policy" means a policy that provides:

- 19 (1) coverage for:
- 20 (A) damage to or the destruction of:
- 21 (i) a structure; or
- 22 (ii) a unit within a structure;
- 23 that is used as a residence by one (1) or more individuals; and
- 24 (B) damage to or the loss of personal property that is present
- 25 in the structure or unit described in clause (A);
- 26 caused by perils such as fire, hail, and lightning; and
- 27 (2) coverage against the civil liability of the policyholder arising
- 28 from bodily injury or property damage incurred by others.

29 **(b) The term includes a mobile homeowner's policy,**
 30 **manufactured homeowner's policy, condominium homeowner's**
 31 **policy, and renter's coverage.**

32 **(c) The term does not include farm policies, non-owner occupied**
 33 **dwelling, other residential policies that are not written on a**
 34 **homeowner's policy form or other landlord policies.**

35 SECTION 7. IC 27-2-28-6, AS ADDED BY P.L.226-2023,
 36 SECTION 20, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 37 JULY 1, 2026]: Sec. 6. (a) As used in this chapter, "material change"
 38 means

- 39 ~~(+) an a premium~~ increase of more than ten percent (10%) over
- 40 ~~the expiring premium for; or~~ **and above the increases in the**
- 41 **insurer's filed rate plan, including base rate increases and any**
- 42 **other changes to the insurer's filed rate plan.**

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1 (2) another adverse or unfavorable change in the terms of
 2 coverage or amount of;
 3 insurance in connection with a personal automobile or homeowner's
 4 policy.

5 (b) The term does not include the following:

6 (1) An increase in the insurer's filed rate plan and automatic
 7 inflationary increases.

8 (2) An additional premium due to a change initiated by the
 9 insured, such as:

10 (A) adding or removing vehicles or drivers;

11 (B) adding an endorsement;

12 (C) adding additional coverages;

13 (D) adding covered premises; or

14 (E) increasing coverage limits or deductibles.

15 (3) An additional premium due to a change in risk exposure as a
 16 result of the insured's participation in a usage based or telematics
 17 insurance program.

18 (4) Changes resulting from a property inspection.

19 **(5) For purposes of the second or subsequent renewals, rate**
 20 **increases that are implemented over more than one (1) policy**
 21 **period if:**

22 **(A) the implementation plan is included in the insurer's**
 23 **filed rate plan; or**

24 **(B) the increase for any one (1) policy period is not more**
 25 **than ten (10%) over the expiring policy period's premium.**

26 **(6) Adverse or unfavorable changes that occur when coverage**
 27 **has been in effect for less than sixty (60) days.**

28 SECTION 8. IC 27-2-28-8, AS ADDED BY P.L.226-2023,
 29 SECTION 20, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 30 JULY 1, 2026]: Sec. 8. (a) An insurer that makes a material change to
 31 an insured's personal automobile or homeowner's policy shall provide
 32 a written notice to the insured that:

33 (1) explains the principal factors for the material change; or

34 (2) states that the insured has a right to request and obtain an
 35 explanation of the principal factors for the material change.

36 (b) **Not later than thirty (30) days after** an insured ~~who~~ receives
 37 a notice of a material change described in subsection (a)(2), **the**
 38 **insured** may submit to the insurer a written request for an explanation
 39 of the principal factors for the material change.

40 (c) ~~Upon~~ **Not later than forty-five (45) days after** receiving a
 41 request for an explanation under subsection (b), the insurer shall
 42 provide written notice to the insured explaining the principal factors for

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- 1 the material change.
- 2 (d) An insurer shall provide a copy of a written notice provided
- 3 under subsection (a)(1) or (c):
- 4 (1) to the insurance producer, if any, who:
- 5 (A) represented:
- 6 (i) the insured in obtaining coverage from the insurer; or
- 7 (ii) the insurer in regard to the providing of coverage to the
- 8 insured; and
- 9 (B) is not an employee, an exclusive agent, or a captive agent
- 10 of the insurer; and
- 11 (2) to the insurer's reporting portal for agent communications.
- 12 (e) A written notice provided under subsection (a) or (c), or a
- 13 written request submitted under subsection (b), must be provided by:
- 14 (1) first class mail; or
- 15 (2) electronic delivery as set forth in IC 27-1-43.
- 16 SECTION 9. IC 27-2-28-12, AS ADDED BY P.L.226-2023,
- 17 SECTION 20, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
- 18 JULY 1, 2026]: Sec. 12. (a) The commissioner shall adopt rules under
- 19 IC 4-22-2 to implement ~~this chapter~~:
- 20 ~~(b) The rules adopted under subsection (a) must include~~ monetary
- 21 penalties for a violation of this chapter that are consistent with other
- 22 penalties assessed for similar violations under this title.
- 23 ~~(c)~~ **(b)** The commissioner is solely responsible for the enforcement
- 24 of this chapter.
- 25 SECTION 10. IC 27-5.1-2-24.5 IS ADDED TO THE INDIANA
- 26 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
- 27 [EFFECTIVE JULY 1, 2026]: **Sec. 24.5. (a) The commissioner may**
- 28 **waive the requirements of this chapter or IC 27-1-9, whichever is**
- 29 **applicable, for a merger or consolidation of a farm mutual**
- 30 **insurance company with any other company (as defined in**
- 31 **IC 27-1-2-3) if:**
- 32 **(1) the farm mutual insurance company is notified that it will**
- 33 **lose reinsurance coverage within one hundred twenty days**
- 34 **(120) days; or**
- 35 **(2) another emergency event occurs that places the farm**
- 36 **mutual insurance company in imminent danger of insolvency.**
- 37 **(b) A farm mutual insurance company that decides to merge or**
- 38 **consolidate as a result of an emergency event described in**
- 39 **subsection (a) shall provide notice of the emergency event to the**
- 40 **commissioner not later than ten (10) days after the emergency**
- 41 **event occurs.**
- 42 **(c) The commissioner shall issue a decision on the proposed**

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1 merger or consolidation not more than ninety (90) days after
2 receiving notice from a farm mutual insurance company under
3 subsection (b).

4 SECTION 11. IC 27-6-8-3 IS AMENDED TO READ AS
5 FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 3. This chapter applies
6 to all kinds of direct insurance except:

- 7 (1) life, annuity, health, or disability insurance;
- 8 (2) mortgage guaranty, financial guaranty, or other forms of
9 insurance offering protection against investment risks;
- 10 (3) fidelity or surety bonds, or any other bonding obligations;
- 11 (4) credit insurance, vendors' single interest insurance, or
12 collateral protection insurance or similar insurance with the
13 primary purpose of protecting the interests of a creditor arising
14 out of a creditor-debtor transaction;
- 15 (5) other than coverages that may be set forth in a
16 cybersecurity insurance policy, warranty or service contract
17 insurance, including insurance that provides:
 - 18 (A) for the repair, replacement, or service of goods or
19 property;
 - 20 (B) indemnification for repair, replacement, or service for
21 the operational or structural failure of the goods or
22 property due to a defect in materials, workmanship, or
23 normal wear and tear; or
 - 24 (C) reimbursement for the liability incurred by the issuer
25 of agreements or service contracts that provide the benefits
26 described in clauses (A) and (B);
- 27 (6) title insurance;
- 28 (7) ocean marine insurance;
- 29 (8) a transaction between a person or an affiliate of a person and
30 an insurer or an affiliate of an insurer that involves the transfer of
31 investment or credit risk without a transfer of insurance risk;
- 32 (9) insurance provided by or guaranteed by a government entity;
33 and
- 34 (10) insurance written on a retroactive basis to cover known
35 losses for which a claim has already been made and the claim is
36 known to the insurer at the time the insurance is bound.

37 SECTION 12. IC 27-6-8-4, AS AMENDED BY P.L.158-2024,
38 SECTION 20, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
39 JULY 1, 2026]: Sec. 4. (a) As used in this chapter, unless otherwise
40 provided:

- 41 (1) The term "account" means any one (1) of the three (3)
42 accounts created by section 5 of this chapter.

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- 1 (2) The term "association" means the Indiana Insurance Guaranty
- 2 Association created by section 5 of this chapter.
- 3 (3) The term "commissioner" means the commissioner of
- 4 insurance of this state.
- 5 (4) The term "covered claim" means an unpaid claim which arises
- 6 out of and is within the coverage and not in excess of the
- 7 applicable limits of an insurance policy to which this chapter
- 8 applies issued by an insurer, if the insurer becomes an insolvent
- 9 insurer after the effective date (January 1, 1972) of this chapter
- 10 and (a) the claimant or insured is a resident of this state at the
- 11 time of the insured event or (b) the property from which the claim
- 12 arises is permanently located in this state. "Covered claim" shall
- 13 be limited as provided in section 7 of this chapter, and shall not
- 14 include the following:
- 15 (A) Any amount due any reinsurer, insurer, insurance pool, or
- 16 underwriting association, as subrogation recoveries or
- 17 otherwise. However, a claim for any such amount, asserted
- 18 against a person insured under a policy issued by an insurer
- 19 which has become an insolvent insurer, which if it were not a
- 20 claim by or for the benefit of a reinsurer, insurer, insurance
- 21 pool or underwriting association, would be a "covered claim"
- 22 may be filed directly with the receiver or liquidator of the
- 23 insolvent insurer, but in no event may any such claim be
- 24 asserted in any legal action against the insured of such
- 25 insolvent insurer.
- 26 (B) Any supplementary obligation including but not limited to
- 27 adjustment fees and expenses, attorney fees and expenses,
- 28 court costs, interest and bond premiums, whether arising as a
- 29 policy benefit or otherwise, prior to the appointment of a
- 30 liquidator.
- 31 (C) Any unpaid claim that is filed with the association after the
- 32 final date set by the court for the filing of claims against the
- 33 liquidator or receiver of an insolvent insurer. For the purpose
- 34 of filing a claim under this clause, notice of a claim to the
- 35 liquidator of the insolvent insurer is considered to be notice to
- 36 the association or the agent of the association and a list of
- 37 claims must be periodically submitted to the association (or
- 38 another state's association that is similar to the association) by
- 39 the liquidator.
- 40 (D) A claim that is excluded under section 11.5 of this chapter
- 41 due to the high net worth of an insured.
- 42 (E) Any claim by a person who directly or indirectly controls,

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- 1 is controlled, or is under common control with an insolvent
- 2 insurer on December 31 of the year before the order of
- 3 liquidation.
- 4 **(F) Any amount awarded as punitive or exemplary**
- 5 **damages.**
- 6 **(G) Any amount sought as a return of premium under any**
- 7 **retrospective rating plan.**
- 8 **(H) Any claim filed with the association or a liquidator for**
- 9 **protection afforded under the insured's policy for incurred**
- 10 **but not reported losses.**

11 All covered claims filed in the liquidation proceedings shall be
 12 referred immediately to the association by the liquidator for
 13 processing as provided in this chapter.

14 **(5) "Cybersecurity insurance" means first and third party**
 15 **coverage in a policy or endorsement written on a direct,**
 16 **admitted basis for losses and loss mitigation arising out of or**
 17 **relating to:**

- 18 **(A) data privacy breaches;**
- 19 **(B) unauthorized information network security intrusions;**
- 20 **(C) computer viruses;**
- 21 **(D) ransomware;**
- 22 **(E) cyber extortion;**
- 23 **(F) identity theft; and**
- 24 **(G) similar exposures.**

25 **(5) (6) The term "high net worth insured" means the following:**
 26 **(A) For purposes of section 11.5(a) of this chapter, an insured**
 27 **that has a net worth (including the aggregate net worth of the**
 28 **insured and all subsidiaries and affiliates of the insured,**
 29 **calculated on a consolidated basis) that exceeds twenty-five**
 30 **million dollars (\$25,000,000) on December 31 of the year**
 31 **immediately preceding the year in which the insurer becomes**
 32 **an insolvent insurer.**

33 **(B) For purposes of section 11.5(b) of this chapter, an insured**
 34 **that has a net worth (including the aggregate net worth of the**
 35 **insured and all subsidiaries and affiliates of the insured,**
 36 **calculated on a consolidated basis) that exceeds fifty million**
 37 **dollars (\$50,000,000) on December 31 of the year immediately**
 38 **preceding the year in which the insurer becomes an insolvent**
 39 **insurer.**

40 **(6) (7) The term "insolvent insurer" means (a) a member insurer**
 41 **holding a valid certificate of authority to transact insurance in this**
 42 **state either at the time the policy was issued or when the insured**

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1 event occurred and (b) against whom a final order of liquidation,
 2 with a finding of insolvency, to which there is no further right of
 3 appeal, has been entered by a court of competent jurisdiction in
 4 the company's state of domicile. "Insolvent insurer" shall not be
 5 construed to mean an insurer with respect to which an order,
 6 decree, judgment or finding of insolvency whether preliminary or
 7 temporary in nature or order to rehabilitation or conservation has
 8 been issued by any court of competent jurisdiction prior to
 9 January 1, 1972 or which is adjudicated to have been insolvent
 10 prior to that date.

11 **(8) The term "insured" means any named insured, any**
 12 **additional insured, any vendor, lessor, or any other party**
 13 **identified as an insured under the policy.**

14 ~~(7)~~ **(9)** The term "member insurer" means any person who is
 15 licensed or holds a certificate of authority under IC 27-1-6-18 or
 16 IC 27-1-17-1 to transact in Indiana any kind of insurance for
 17 which coverage is provided under section 3 of this chapter,
 18 including the exchange of reciprocal or inter-insurance contracts.
 19 The term includes any insurer whose license or certificate of
 20 authority to transact such insurance in Indiana may have been
 21 suspended, revoked, not renewed, or voluntarily surrendered. A
 22 "member insurer" does not include farm mutual insurance
 23 companies organized and operating pursuant to IC 27-5.1 other
 24 than a company to which IC 27-5.1-2-6 applies.

25 ~~(8)~~ **(10)** The term "net direct written premiums" means direct
 26 gross premiums written in this state on insurance policies to
 27 which this chapter applies, less return premiums thereon and
 28 dividends paid or credited to policyholders on such direct
 29 business. "Net direct premiums written" does not include
 30 premiums on contracts between insurers or reinsurers.

31 ~~(9)~~ **(11)** The term "person" means an individual, an aggregation
 32 of individuals, a corporation, a partnership, or another entity.

33 **(12) The term "receiver" means liquidator, rehabilitator,**
 34 **conservator, or ancillary receiver, as the context requires.**

35 **(13) The term "self-insurer" means a person who covers the**
 36 **person's liability through a qualified individual or group**
 37 **self-insurance program or any other formal program created**
 38 **for the specific purpose of covering liabilities typically**
 39 **covered by insurance.**

40 (b) Notwithstanding any other provision in this chapter, an
 41 insurance policy that is issued by a member insurer and later allocated,
 42 transferred, assumed by, or otherwise made the sole responsibility of

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1 another insurer, pursuant to a state statute providing for the division of
2 an insurance company or the statutory assumption or transfer of
3 designated policies and under which there is no remaining obligation
4 to the transferring entity, shall be considered to have been issued by a
5 member insurer which is an insolvent insurer for the purposes of this
6 chapter in the event that the insurer to which the policy has been
7 allocated, transferred, assumed by, or otherwise made the sole
8 responsibility of is placed in liquidation.

9 (c) An insurance policy that was issued by a nonmember insurer and
10 later allocated, transferred, assumed by, or otherwise made the sole
11 responsibility of a member insurer under a state statute shall not be
12 considered to have been issued by a member insurer for the purposes
13 of this chapter.

14 SECTION 13. IC 27-6-8-5, AS AMENDED BY P.L.158-2024,
15 SECTION 21, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
16 JULY 1, 2026]: Sec. 5. There is created a nonprofit unincorporated
17 legal entity to be known as the Indiana Insurance Guaranty Association
18 (referred to in this chapter as the "association"). All insurers defined as
19 member insurers in section ~~4(a)(7)~~ 4(a)(9) of this chapter shall be and
20 remain members of the association as a condition of their authority to
21 transact insurance in this state. The association shall perform its
22 functions under a plan of operation established and approved under
23 section 8 of this chapter and shall exercise its powers through a board
24 of directors established under section 6 of this chapter. For purposes of
25 administration and assessment, the association shall be divided into
26 three (3) separate accounts:

- 27 (1) The worker's compensation insurance account.
- 28 (2) The automobile insurance account.
- 29 (3) The account for all other insurance to which this chapter
30 applies.

31 SECTION 14. IC 27-6-8-7, AS AMENDED BY P.L.52-2013,
32 SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
33 JULY 1, 2026]: Sec. 7. (a) The association shall do all of the following:

- 34 (1) Be obligated to pay covered claims existing before the order
35 of liquidation, or arising within thirty (30) days after the order of
36 liquidation, or before the policy expiration date if less than thirty
37 (30) days after the order of liquidation, or before the insured
38 replaces the policy or causes its cancellation, if the insured does
39 so within thirty (30) days of the order of liquidation. The
40 obligation shall be satisfied by paying to the claimant an amount
41 as follows:

- 42 (A) The full amount of a covered claim for benefits under

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worker's compensation insurance.

(B) With respect to a claim for the return of unearned premium, ~~the lesser of:~~ **an amount not exceeding ten thousand dollars (\$10,000) per policy for a covered claim for the return of unearned premium, but the obligation shall include only the amount of each covered claim that is in excess of fifty dollars (\$50).**

(i) ~~eighty percent (80%) of the paid but unearned premium;~~
or
(ii) ~~six hundred fifty dollars (\$650) multiplied by the number of months or partial months remaining in the policy term, not to exceed twelve (12) months.~~

(C) An amount not to exceed three hundred thousand dollars (\$300,000) per covered claim. For purposes of this clause, all claims of any kind that arise out of or are related to the bodily injury to or death of one (1) person constitute a single claim, regardless of the number of claims made or the number of claimants.

(D) In no event shall the association be obligated to pay an amount in excess of three hundred thousand dollars (\$300,000) for all first and third party claims under a policy or endorsement providing, or that is found to provide, cybersecurity insurance coverage and arising out of or related to a single insured event, regardless of the number of claims made or the number of claimants.

The association is not, in any event, obligated to pay a claimant any amount in excess of the obligation of the insolvent insurer under the policy or coverage from which the claim arises. **Notwithstanding any other provision in this chapter, a covered claim may not include a claim filed with the guaranty fund after the final date set by the court for the filing of claims against the liquidator or receiver of an insolvent insurer.**

In the case of a claim for wrongful death, the foregoing obligation of the association shall, in addition to the limits set forth above, be subject to the limitations provided by the wrongful death statutes of the state. Such amounts which are legally payable because of the death of a claimant shall be paid to the claimant's estate, to the claimant's father or mother or guardian, to the surviving spouse or children, or to the next of kin as set out in IC 34-23-1 and IC 34-23-2.

The amount for which the association shall be obligated may also

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1 include payments in fact made to others, not members of
2 claimant's household, which were reasonably incurred to obtain
3 from such other persons ordinary and necessary services for the
4 production of income in lieu of those services the claimant would
5 have performed for the claimant had the claimant not been
6 injured.

7 In the case of claims arising from bodily injury, sickness, or
8 disease, including those in which death results, under IC 22-3 or
9 similar state or federal laws providing benefits for occupational
10 injury or disease, the association is obligated only to the extent
11 provided under IC 22-3.

12 A third party having a covered claim against any insured of an
13 insolvent member insurer may file such claim in the liquidation
14 proceeding under IC 27-9-3 if such insolvent member insurer is
15 a domestic insurer and pursuant to the applicable provisions of
16 law of the state of domicile if such insolvent member insurer is
17 not a domestic insurer. The liquidator shall immediately refer said
18 claim to the association to process as provided in this chapter
19 unless the claimant shall within thirty (30) days from the date of
20 filing said claim in the liquidation proceeding, file with the
21 commissioner as liquidator a written demand that said claim be
22 processed in liquidation proceedings as a claim not covered by
23 this chapter.

24 (2) Be deemed the insurer to the extent of its obligation on the
25 covered claims as limited by this chapter and to this extent shall
26 have all rights, duties, and obligations of the insolvent insurer as
27 if the insurer had not become insolvent, including those relating
28 to reinsurance contracts and treaties entered into by the insolvent
29 insurer. However, the association's obligation to defend any
30 insured of the insolvent insurer or to ~~indemnify~~ **indemnify** against
31 the costs of such defense terminates as soon as the claimant or
32 claimants have been paid all benefits that they are entitled to
33 under this chapter.

34 (3) Allocate claims paid and expenses incurred among the three
35 (3) accounts separately, and assess member insurers separately for
36 each account amounts necessary to pay the obligation of the
37 association under subdivision (1) subsequent to an insolvency, the
38 expenses of handling covered claims subsequent to an insolvency,
39 the cost of examination under IC 27-6-8-12 and other expenses
40 authorized by this chapter. **There are two (2) classes of**
41 **assessments as follows:**

42 (A) **Class A assessments are assessments that are**

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authorized and called by the board for the purpose of meeting administrative and legal costs and other expenses. Class A assessments may be authorized and called whether or not related to a particular impaired insurer or insolvent insurer.

(B) Class B assessments are assessments that are authorized and called by the board to the extent necessary to carry out the powers and duties of the association under this chapter with regard to an impaired insurer or insolvent insurer.

The amount of a Class A assessment must be determined by the board and may be authorized and called on a pro rata or non-pro rata basis. If pro rata, the board may provide that the assessment be credited against future Class B assessments. The amount of a Class B assessment assessments of each member insurer shall be on a uniform percentage basis in the proportion that the net direct written premiums in this state of the member insurer for the preceding calendar year on the kinds of insurance in the account bears to the net direct written premiums of all member insurers for the preceding calendar year on the kinds of insurance in the account. ~~However, in addition to the pro rata assessments already described, an assessment may be made against each member insurer in a stated amount up to fifty dollars (\$50) per year for the purpose of paying the administrative expenses of the association.~~ There shall be no **Class B** assessment for any account so long as assets held in such account are sufficient to cover all estimated payments for liquidation in process under such account. Each member insurer shall be notified of the assessment not later than thirty (30) days before it is due. No member insurer may be assessed in any year on any account an amount greater than one percent (1%) of that member insurer's net direct written premiums in this state for the preceding calendar year on the kinds of insurance in the account. If the maximum assessment, together with the other assets of the association in any account, does not provide in any one (1) year in any account an amount sufficient to make all necessary payments from that account, the funds available shall be prorated and the unpaid portion shall be paid as soon thereafter as funds become available. The association may exempt or defer, in whole or in part, the assessment of any member insurer, if the assessment would cause the member insurer's financial statement to reflect amounts of capital or surplus less than the minimum

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1 amounts required for a certificate of authority by any jurisdiction
 2 in which the member insurer is authorized to transact insurance.
 3 However, during the period of deferment no dividends shall be
 4 paid to shareholders or policyholders by a company whose
 5 assessment has been deferred. A deferred assessment shall be
 6 paid when such payment will not reduce capital or surplus below
 7 required minimums. Such payments shall be refunded to those
 8 companies whose assessments were increased as the result of
 9 such deferment, or at the option of any such company, shall be
 10 credited to future assessments against such company.

11 (4) Investigate, adjust, compromise, settle, and pay covered
 12 claims to the extent of the association's obligation and deny all
 13 other claims and may review settlements, releases, and judgments
 14 to which the insolvent insurer or its insured were parties to
 15 determine the extent to which such settlements, releases, and
 16 judgments may be properly contested, and as appropriate to
 17 contest them. **The association shall pay claims in any order**
 18 **that it may deem reasonable, including the payment of claims**
 19 **as they are received from the claimants or in groups or**
 20 **categories of claims. The association shall have the right to**
 21 **appoint and to direct legal counsel retained under liability**
 22 **insurance policies for the defense of covered claims and to**
 23 **appoint and direct other service providers for covered**
 24 **services.**

25 (5) Notify such persons as the commissioner directs under
 26 IC 27-6-8-9(b)(i).

27 (6) Handle claims through its employees or through one (1) or
 28 more insurers or other persons designated as servicing facilities.
 29 Designation of a servicing facility is subject to the approval of the
 30 commissioner, but such designation may be declined by a member
 31 insurer.

32 (7) Reimburse each servicing facility for obligations of the
 33 association paid by the facility and for expenses incurred by the
 34 facility while handling claims on behalf of the association and
 35 shall pay the other expenses of the association authorized by this
 36 chapter. Any unreimbursed obligation of the association to a
 37 member insurer designated a servicing facility shall constitute an
 38 admitted asset of such member insurer.

39 (8) Be entitled to and permitted to examine all claims, files, and
 40 records of an insolvent insurer at such times and to such extent as
 41 necessary or appropriate to obtain information regarding covered
 42 claims individually and in the aggregate, and to establish such

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1 procedures as appropriate to obtain prompt notice of all covered
 2 claims and information pertaining thereto during the course of
 3 liquidation.
 4 **(9) Have the right to review and contest, as set forth in this**
 5 **subsection, settlements, releases, compromises, waivers, and**
 6 **judgments to which the insolvent insurer or its insureds were**
 7 **parties before the entry of the order of liquidation. In an**
 8 **action to enforce settlements, releases, and judgments to**
 9 **which the insolvent insurer or its insureds were parties before**
 10 **the entry of the order of liquidation, the association shall have**
 11 **the right to assert the following defenses, in addition to the**
 12 **defenses available to the insurer:**
 13 **(A) The association is not bound by a settlement, release,**
 14 **compromise, or waiver executed by an insured or the**
 15 **insurer or any judgment entered against an insured or the**
 16 **insurer by consent or through a failure to exhaust all**
 17 **appeals, if the settlement, release, compromise, waiver, or**
 18 **judgment was:**
 19 **(i) executed or entered within one hundred twenty (120)**
 20 **days before the entry of an order of liquidation and the**
 21 **insured or insurer did not use reasonable care in**
 22 **entering into the settlement, release, compromise,**
 23 **waiver, or judgment or did not pursue all reasonable**
 24 **appeals of an adverse judgment; or**
 25 **(ii) executed by or taken against an insured or the**
 26 **insurer based on default, fraud, collusion, or the**
 27 **insurer's failure to defend.**
 28 **(B) If a court of competent jurisdiction finds that the**
 29 **association is not bound by a settlement, release,**
 30 **compromise, waiver, or judgment for the reasons**
 31 **described in clause (A), the settlement, release,**
 32 **compromise, waiver, or judgment shall be set aside and the**
 33 **association shall be permitted to defend any covered claim**
 34 **on the merits. The settlement, release, compromise, waiver,**
 35 **or judgment may not be considered as evidence of liability**
 36 **or damages in connection with any claim brought against**
 37 **the association or any other party under this chapter.**
 38 **(C) The association shall have the right to assert any**
 39 **statutory defenses or rights of offset against any**
 40 **settlement, release, compromise, or waiver executed by an**
 41 **insured or the insurer or any judgment taken against the**
 42 **insured or the insurer.**

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- 1 **(10) As to any covered claims arising from a judgment under**
- 2 **any decision, verdict, or finding based on the default of the**
- 3 **insolvent insurer or its failure to defend, the association,**
- 4 **either on its own behalf or on behalf of an insured, may apply**
- 5 **to have the judgment, order, decision, verdict, or finding set**
- 6 **aside by the same court or administrator that entered the**
- 7 **judgment, order, decision, verdict, or finding and shall be**
- 8 **permitted to defend the claim on the merits.**
- 9 (b) The association may do the following:
- 10 (1) Appear in, defend, and appeal any action on a covered claim,
- 11 but the association shall have no obligation to pay any amount in
- 12 excess of the provisions of IC 27-6-8-7.
- 13 (2) Employ or retain such persons as are necessary to handle
- 14 claims and perform other duties of the association.
- 15 (3) Borrow funds necessary to effect the purposes of this chapter
- 16 in accord with the plan of operation.
- 17 (4) Sue or be sued.
- 18 (5) Negotiate and become a party to any contracts as are
- 19 necessary to carry out the purpose of this chapter.
- 20 (6) Perform such other acts as are necessary or proper to
- 21 effectuate the purpose of this chapter.
- 22 (7) Refund to the then member insurers in proportion to the
- 23 contribution of each such member insurer to that account that
- 24 amount by which the assets of the account exceed the liabilities
- 25 if, at the end of the calendar year, the board of directors finds that
- 26 the assets of the association in any account exceed the liabilities
- 27 of that account as estimated by the board of directors for the
- 28 coming year, provided that the association may retain as a reserve
- 29 fund from the excess of the assets over liabilities at the end of any
- 30 calendar year an amount not to exceed ten percent (10%) of such
- 31 excess assets of such account. Any such reserve fund or earnings
- 32 from its investment shall be used only for the payment of covered
- 33 claims and authorized association expenses. Upon appropriate
- 34 action by the board of directors such reserve fund shall be
- 35 refunded to the then member insurers in proportion to the total
- 36 contribution of each such member insurer to such account.
- 37 (c) The following apply with respect to an action involving the
- 38 association:
- 39 (1) Except for an action by the receiver, an action related to or
- 40 arising out of this chapter against the association must be brought
- 41 in an Indiana court.
- 42 (2) Indiana courts have exclusive jurisdiction over all actions

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1 against the association related to or arising out of this chapter.
 2 (3) The exclusive venue for an action by or against the association
 3 is in the Marion County Circuit Court, Marion County, Indiana.
 4 However, the association may waive this venue for a particular
 5 action.

6 SECTION 15. IC 27-6-8-9 IS AMENDED TO READ AS
 7 FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 9. (a) The
 8 commissioner shall:

9 (i) Notify the association of the existence of an insolvent insurer
 10 not later than three (3) working days after the commissioner
 11 receives an order of liquidation.

12 (ii) Upon request of the board of directors, provide the association
 13 with a statement of the net direct written premiums of each
 14 member insurer.

15 (b) The commissioner may:

16 (i) Require that the association notify the insureds of the insolvent
 17 insurer and any other interested parties of the order of liquidation
 18 and of their rights under this chapter. This notification shall be by
 19 mail at their last known address, where available, but if sufficient
 20 information for notification by mail is not available, notice by
 21 publication in a newspaper of general circulation in all counties
 22 in which the insolvent insurer transacted insurance business shall
 23 be sufficient.

24 (ii) Require each insurance producer of the insolvent insurer to
 25 give prompt written notice by first class mail of such insolvency
 26 and the rights of the insured under this chapter to each insured of
 27 the insolvent insurer for whom the insurance producer is
 28 insurance producer of record, at such insured's last known
 29 address.

30 (iii) Suspend or revoke, after notice and hearing, the certificate of
 31 authority to transact insurance in this state of any member insurer
 32 which fails to pay an assessment when due or fails to comply with
 33 the plan of operation. As an alternative, the commissioner may
 34 levy a fine on any member insurer which fails to pay an
 35 assessment when due. The fine shall not exceed five percent (5%)
 36 of the unpaid assessment per month, except that no fine shall be
 37 less than one hundred dollars (\$100) per month.

38 (iv) Revoke the designation of any servicing facility if the
 39 commissioner finds claims are being handled unsatisfactorily.

40 (v) Any final action or order of the commissioner under this
 41 chapter shall be subject to judicial review in a court of competent
 42 jurisdiction.

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1 (c) If the commissioner determines that any member insurer
2 may be subject to a future delinquency proceeding under IC 27-9,
3 the commissioner may do the following to assist in the performance
4 of the commissioner's duties:

5 (1) Share confidential and privileged documents, material, or
6 information reported under an enterprise risk filing with the
7 association regarding the member insurer.

8 (2) Share confidential and privileged documents, material, the
9 contents of an examination report, a preliminary examination
10 report or its results, or any matter relating thereto, including
11 working papers, recorded information, documents, and copies
12 thereof produced by, obtained by, or disclosed to the
13 commissioner or to any other person in the course of any
14 examination with the association regarding the member
15 insurer.

16 (3) Disclose the information described in this subsection to the
17 association so long as the association agrees in writing to hold
18 the information confidential in a manner consistent with this
19 chapter and uses the information to prepare for the possible
20 liquidation of the member insurer. Access to the information
21 disclosed by the commissioner to the association under this
22 subsection shall be limited to the association's staff and its
23 counsel. The board of directors of the association may have
24 access to the information disclosed by the commissioner to the
25 association once the member insurer is subject to a
26 delinquency proceeding under IC 27-9, subject to any terms
27 and conditions established by the commissioner.

28 (4) Disclose the information described in this subsection with
29 associations in other states and with any organization of one
30 (1) or more state associations of similar purposes so long as
31 the recipient of the information agrees in writing to hold the
32 information confidential in a manner consistent with this
33 chapter and uses the information to prepare for the possible
34 liquidation of the member insurer. Access to the information
35 disclosed by the commissioner under this subsection shall be
36 limited to the association's staff and its counsel. The board of
37 directors of the association may have access to the
38 information disclosed by the commissioner to the association
39 once the member insurer is subject to a delinquency
40 proceeding under IC 27-9, subject to any terms and conditions
41 established by the commissioner.

42 (5) If the commissioner determines that a liquidation is likely,

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1 **the commissioner may cooperate with the association and**
 2 **with any organization of one (1) or more state associations of**
 3 **similar purposes to provide for an orderly transition to**
 4 **liquidation to minimize any delay in the handling and**
 5 **payment of claims.**

6 SECTION 16. IC 27-6-8-11.5, AS AMENDED BY P.L.158-2024,
 7 SECTION 22, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 8 JULY 1, 2026]: Sec. 11.5. (a) The association is not obligated to pay
 9 a first party claim by a high net worth insured described in section
 10 ~~4(a)(5)(A)~~ **4(a)(6)(A)** of this chapter.

11 (b) The association has the right to recover from a high net worth
 12 insured described in section ~~4(a)(5)(B)~~ **4(a)(6)(B)** of this chapter all
 13 amounts paid by the association to or on behalf of the high net worth
 14 insured, regardless of whether the amounts were paid for indemnity,
 15 defense, or otherwise.

16 (c) The association is not obligated to pay a claim that:
 17 (1) would otherwise be a covered claim;
 18 (2) is an obligation to or on behalf of a person who has a net
 19 worth greater than the net worth allowed by the insurance
 20 guaranty association law of the state of residence of the claimant
 21 at the time specified by the applicable law of the state of
 22 residence of the claimant; and
 23 (3) has been denied by the association of the state of residence of
 24 the claimant on the basis described in subdivision (2).

25 **(d) The association may also, at its sole discretion and without**
 26 **assumption of any ongoing duty to do so, pay any third party**
 27 **claims or cybersecurity insurance obligations covered by a policy**
 28 **or endorsement of an insolvent company on behalf of a high net**
 29 **worth insured. In that case, the association shall recover from the**
 30 **high net worth insured under this section all amounts paid on its**
 31 **behalf, all allocated claim adjusted expenses relating to the claims,**
 32 **the association's attorney's fees, and all court costs in any action**
 33 **necessary to collect the full amount to the association's**
 34 **reimbursement under this section.**

35 ~~(e)~~ (e) The association shall establish reasonable procedures,
 36 subject to the approval of the commissioner, for requesting financial
 37 information from insureds:

38 (1) on a confidential basis; and
 39 (2) in the application of this section.

40 ~~(e)~~ (f) The procedures established under subsection ~~(e)~~ (e) must
 41 provide for sharing of the financial information obtained from insureds
 42 with:

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1 (1) any other association that is similar to the association; and
 2 (2) the liquidator for an insolvent insurer;
 3 on the same confidential basis.
 4 ~~(f)~~ (g) If an insured refuses to provide financial information that is:
 5 (1) requested under the procedures established under subsection
 6 ~~(d)~~; (e); and
 7 (2) available;
 8 the association may, until the time that the financial information is
 9 provided to the association, consider the insured to be a high net worth
 10 insured for purposes of subsections (a) and (b).

11 ~~(g)~~ (h) In an action contesting the applicability of this section to an
 12 insured that refuses to provide financial information under the
 13 procedures established under subsection ~~(d)~~; (e), the insured bears the
 14 burden of proof concerning the insured's net worth at the relevant time.
 15 If the insured fails to prove that the insured's net worth at the relevant
 16 time was less than the applicable amount set forth in section ~~4(a)(5)(A)~~
 17 **4(a)(6)(A)** or ~~4(a)(5)(B)~~ **4(a)(6)(B)** of this chapter, the court shall
 18 award to the association the association's full costs, expenses, and
 19 reasonable attorney's fees incurred in contesting the claim.

20 SECTION 17. IC 27-6-8-20 IS ADDED TO THE INDIANA CODE
 21 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
 22 1, 2026]: **Sec. 20. (a) The association may join one (1) or more**
 23 **organizations of other state associations of similar purposes to**
 24 **further the purposes and administer the powers and duties of the**
 25 **association. The association may designate one (1) or more of these**
 26 **organizations to:**

27 (1) act as a liaison for the association; and
 28 (2) to the extent the association authorizes, bind the
 29 association in agreements or settlements with receivers of
 30 insolvent insurance companies or their designated
 31 representatives.

32 (b) The association, in cooperation with other obligated or
 33 potentially obligated guaranty associations or their designated
 34 representatives, shall make all reasonable efforts to coordinate and
 35 cooperate with receivers or their designated representatives in the
 36 most efficient and uniform manner, including the use of Uniform
 37 Data Standards as promulgated or approved by the National
 38 Association of Insurance Commissioners.

39 SECTION 18. IC 27-7-5-2, AS AMENDED BY P.L.130-2020,
 40 SECTION 13, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 41 JULY 1, 2026]: Sec. 2. (a) Except as provided in subsections (d), (f),
 42 and (h), the insurer shall make available, in each automobile liability

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1 or motor vehicle liability policy of insurance which is delivered or
 2 issued for delivery in this state with respect to any motor vehicle
 3 registered or principally garaged in this state, insuring against loss
 4 resulting from liability imposed by law for bodily injury or death
 5 suffered by any person and for injury to or destruction of property to
 6 others arising from the ownership, maintenance, or use of a motor
 7 vehicle, or in a supplement to such a policy, the following types of
 8 coverage:

9 (1) in limits for bodily injury or death and for injury to or
 10 destruction of property not less than those set forth in IC 9-25-4-5
 11 under policy provisions approved by the commissioner of
 12 insurance, for the protection of persons insured under the policy
 13 who are legally entitled to recover damages from owners or
 14 operators of uninsured or underinsured motor vehicles because of
 15 bodily injury, sickness or disease, including death, and for the
 16 protection of persons insured under the policy who are legally
 17 entitled to recover damages from owners or operators of
 18 uninsured motor vehicles for injury to or destruction of property
 19 resulting therefrom; or

20 (2) in limits for bodily injury or death not less than those set forth
 21 in IC 9-25-4-5 under policy provisions approved by the
 22 commissioner of insurance, for the protection of persons insured
 23 under the policy provisions who are legally entitled to recover
 24 damages from owners or operators of uninsured or underinsured
 25 motor vehicles because of bodily injury, sickness or disease,
 26 including death resulting therefrom.

27 The uninsured and underinsured motorist coverages must be provided
 28 by insurers for either a single premium or for separate premiums, in
 29 limits at least equal to the limits of liability specified in the bodily
 30 injury liability provisions of an insured's policy, unless such coverages
 31 have been rejected in writing by the insured. However, underinsured
 32 motorist coverage must be made available in limits of not less than fifty
 33 thousand dollars (\$50,000). At the insurer's option, the bodily injury
 34 liability provisions of the insured's policy may be required to be equal
 35 to the insured's underinsured motorist coverage. Insurers may not sell
 36 or provide underinsured motorist coverage in an amount less than fifty
 37 thousand dollars (\$50,000). Insurers must make underinsured motorist
 38 coverage available to all existing policyholders on the date of the first
 39 renewal of existing policies that occurs on or after January 1, 1995, and
 40 on any policies newly issued or delivered on or after January 1, 1995.
 41 Uninsured motorist coverage or underinsured motorist coverage may
 42 be offered by an insurer in an amount exceeding the limits of liability

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1 specified in the bodily injury and property damage liability provisions
2 of the insured's policy.

3 (b) A named insured of an automobile or motor vehicle liability
4 policy has the right, in writing, to:

5 (1) reject both the uninsured motorist coverage and the
6 underinsured motorist coverage provided for in this section; or

7 (2) reject either the uninsured motorist coverage alone or the
8 underinsured motorist coverage alone, if the insurer provides the
9 coverage not rejected separately from the coverage rejected.

10 A rejection of coverage under this subsection by a named insured is a
11 rejection on behalf of all other named insureds, all other insureds, and
12 all other persons entitled to coverage under the policy. No insured may
13 have uninsured motorist property damage liability insurance coverage
14 under this section unless the insured also has uninsured motorist bodily
15 injury liability insurance coverage under this section. Following
16 rejection of either or both uninsured motorist coverage or underinsured
17 motorist coverage, unless later requested in writing, the insurer need
18 not offer uninsured motorist coverage or underinsured motorist
19 coverage in or supplemental to a renewal or replacement policy issued
20 to the same insured by the same insurer or a subsidiary or an affiliate
21 of the originally issuing insurer. Renewals of policies issued or
22 delivered in this state which have undergone interim policy
23 endorsement or amendment do not constitute newly issued or delivered
24 policies for which the insurer is required to provide the coverages
25 described in this section.

26 (c) A rejection under subsection (b) must specify:

27 (1) that the named insured is rejecting:

28 (A) the uninsured motorist coverage;

29 (B) the underinsured motorist coverage; or

30 (C) both the uninsured motorist coverage and the underinsured
31 motorist coverage;

32 that would otherwise be provided under the policy; and

33 (2) the date on which the rejection is effective.

34 (d) The following apply to the coverage described in subsection (a)
35 in connection with a commercial umbrella or excess liability policy,
36 including a commercial umbrella or excess liability policy that is issued
37 or delivered to a motor carrier (as defined in IC 8-2.1-17-10) that is in
38 compliance with the minimum levels of financial responsibility set
39 forth in 49 CFR Part 387:

40 (1) An insurer is not required to make available in a commercial
41 umbrella or excess liability policy the coverage described in
42 subsection (a).

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- 1 (2) An insurer that, through a rider or an endorsement, reduces or
- 2 removes from a commercial umbrella or excess liability policy the
- 3 coverage described in subsection (a) shall:
- 4 (A) through the United States mail; or
- 5 (B) by electronic means;
- 6 provide to the named insured written notice of the reduction or
- 7 removal.
- 8 (3) An insurer that makes available in a commercial umbrella or
- 9 excess liability policy the coverage described in subsection (a):
- 10 (A) may make available the coverage in limits determined by
- 11 the insurer; and
- 12 (B) is not required to make available the coverage in limits
- 13 equal to the limits specified in the commercial umbrella or
- 14 excess liability policy.
- 15 (e) A rejection under subsection (b) of uninsured motorist coverage
- 16 or underinsured motorist coverage in an underlying commercial policy
- 17 of insurance is also a rejection of uninsured motorist coverage or
- 18 underinsured motorist coverage in a commercial umbrella or excess
- 19 liability policy.
- 20 (f) An insurer is not required to make available the coverage
- 21 described in subsection (a) in connection with coverage that:
- 22 (1) is related to or included in a commercial policy of property
- 23 and casualty insurance described in Class 2 or Class 3 of
- 24 IC 27-1-5-1; and
- 25 (2) covers a loss related to a motor vehicle:
- 26 (A) of which the insured is not the owner; and
- 27 (B) that is used:
- 28 (i) by the insured or an agent of the insured; and
- 29 (ii) for purposes authorized by the insured.
- 30 (g) For purposes of subsection (f), "owner" means:
- 31 (1) a person who holds the legal title to a motor vehicle;
- 32 (2) a person who rents or leases a motor vehicle and has exclusive
- 33 use of the motor vehicle for more than thirty (30) days;
- 34 (3) the conditional vendee or lessee under an agreement for the
- 35 conditional sale or lease of a motor vehicle; or
- 36 (4) the mortgagor under an agreement for the conditional sale or
- 37 lease of a motor vehicle under which the mortgagor has:
- 38 (A) the right to purchase; and
- 39 (B) an immediate right of possession of;
- 40 the motor vehicle upon the performance of the conditions stated
- 41 in the agreement.
- 42 (h) The following apply to the coverage described in subsection (a)

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1 in relation to a personal umbrella or excess liability policy:

2 (1) An insurer is not required to make available the coverage

3 described in subsection (a) under a personal umbrella or excess

4 liability policy.

5 (2) An insurer that reduces or removes, through a rider or an

6 endorsement, coverage described in subsection (a) under a

7 personal umbrella or excess liability policy shall:

8 (A) through the United States mail; or

9 (B) by electronic means;

10 provide to the named insured written notice of the reduction or

11 removal.

12 (3) An insurer that makes available the coverage described in

13 subsection (a) under a personal umbrella or excess liability

14 policy:

15 (A) may make available the coverage in limits determined by

16 the insurer; and

17 (B) is not required to make available the coverage in limits

18 equal to the limits specified in the personal umbrella or excess

19 liability policy.

20 (4) A rejection under subsection (b) of uninsured motorist

21 coverage or underinsured motorist coverage in an underlying

22 personal policy of insurance is also a rejection of uninsured

23 motorist coverage or underinsured motorist coverage in a personal

24 umbrella or excess liability policy.

25 **(i) A policy of insurance that provides coverage in excess of any**

26 **liability relating to a self-insured retention amount shall be**

27 **considered a commercial umbrella or excess liability policy under**

28 **subsection (d).**

29 SECTION 19. IC 27-7-6-0.5 IS ADDED TO THE INDIANA CODE

30 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY

31 1, 2026]: **Sec. 0.5. Section 6 of this chapter, as amended in the 2026**

32 **session of the general assembly, applies to automobile insurance**

33 **policies that are issued, delivered, amended, or renewed on or after**

34 **January 1, 2027.**

35 SECTION 20. IC 27-7-6-6, AS AMENDED BY P.L.196-2021,

36 SECTION 36, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE

37 JULY 1, 2026]: Sec. 6. (a) An insurer shall not fail to renew a policy

38 unless it mails to the named insured, at the address shown in the policy,

39 at least ~~twenty (20)~~ **thirty (30)** days advance notice of its intention not

40 to renew the policy.

41 (b) If a policy was procured by an independent insurance producer

42 duly licensed by the state of Indiana, a notice of intent not to renew the

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1 policy shall be mailed to the independent insurance producer at least
2 ten (10) days prior to the mailing of the notice of intention not to renew
3 to the named insured under subsection (a), unless such notice of intent
4 is or has been waived in writing by the independent insurance
5 producer.

- 6 (c) This section does not apply:
7 (1) if the insurer has manifested its willingness to renew; or
8 (2) in case of nonpayment of premium.

9 However, notwithstanding the failure of an insurer to comply with this
10 section, the policy shall terminate on the effective date of any other
11 insurance policy with respect to any automobile designated in both
12 policies.

13 (d) A notice of intention not to renew is not required under this
14 section if:

- 15 (1) the insured is transferred from an insurer to an affiliate of the
16 insurer for future coverage; and
17 (2) the transfer results in the same or broader coverage.

18 (e) Renewal of a policy shall not constitute a waiver or estoppel with
19 respect to grounds for cancellation which existed before the effective
20 date of such renewal.

21 SECTION 21. IC 27-7-12-1 IS AMENDED TO READ AS
22 FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 1. (a) **Except as**
23 **provided in subsection (b)**, this chapter applies to policies of
24 insurance covering risks to property located in Indiana that take effect
25 or are renewed after June 30, 2001, and that insure loss of or damage
26 to:

- 27 (1) real property consisting of not more than four (4) residential
28 units, one (1) of which is the principal place of residence of the
29 named insured; or
30 (2) personal property:
31 (A) in which the named insured has an insurable interest; and
32 (B) that is used within a residential dwelling for personal,
33 family, or household purposes.

34 **(b) Section 4 of this chapter, as amended in the 2026 session of**
35 **the general assembly, and section 6.5 of this chapter, as added in**
36 **the 2026 session of the general assembly, apply to policies of**
37 **insurance described in subsection (a) that are issued, delivered,**
38 **amended, or renewed on or after January 1, 2027.**

- 39 ~~(b)~~ (c) This chapter does not apply to the following:
40 (1) A policy of inland marine insurance.
41 (2) The cancellation or nonrenewal of an automobile insurance
42 policy under IC 27-7-6.

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1 (3) The cancellation or nonrenewal of a commercial property and
2 casualty insurance policy under IC 27-1-31-2.5.

3 SECTION 22. IC 27-7-12-2 IS AMENDED TO READ AS
4 FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 2. **(a) As used in this**
5 **chapter, "aerial image" means an image of a named insured's**
6 **property captured from an airborne platform.**

7 ~~(a)~~ **(b)** As used in this chapter, "cancellation" refers to a termination
8 of property insurance coverage that occurs during the policy term.

9 ~~(b)~~ **(c)** As used in this chapter, "nonpayment of premium" means the
10 failure of the named insured to discharge any obligation in connection
11 with the payment of premiums on policies of insurance subject to this
12 chapter, regardless of whether the payments are directly payable to the
13 insurer or its agent or indirectly payable under a premium finance plan
14 or extension of credit. The term includes the failure to pay dues or fees
15 where payment of the dues or fees is a prerequisite to obtaining or
16 continuing property insurance coverage.

17 ~~(c)~~ **(d)** As used in this chapter, "nonrenewal" or "nonrenewed" refers
18 to a termination of property insurance coverage that occurs at the end
19 of the policy term.

20 ~~(d)~~ **(e)** As used in this chapter, "renewal" or "to renew" refers to:
21 (1) the issuance and delivery by an insurer at the end of a policy
22 period of a policy superseding a policy previously issued and
23 delivered by the same insurer; or
24 (2) the issuance and delivery of a certificate or notice extending
25 the term of an existing policy beyond its policy period or term.

26 ~~(e)~~ **(f)** As used in this chapter, "termination" means a cancellation
27 or nonrenewal. The term does not include:

- 28 (1) the requirement of a reasonable deductible;
29 (2) reasonable changes in the amount of insurance; or
30 (3) reasonable reductions in policy limits or coverage;
31 if the requirements or changes are directly related to the hazard
32 involved and are made on the renewal date for the policy. The term
33 does not include a transfer of a policy to another insurer.

34 SECTION 23. IC 27-7-12-4, AS AMENDED BY P.L.196-2021,
35 SECTION 38, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
36 JULY 1, 2026]: Sec. 4. (a) Notice of nonrenewal by an insurer must:

- 37 (1) be in writing;
38 (2) be mailed to the named insured at the last known address of
39 the named insured;
40 (3) state the insurer's intention not to renew the policy upon
41 expiration of the current policy period;
42 (4) upon request of the named insured, be accompanied by a

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1 written explanation of the specific reasons for the nonrenewal;
 2 ~~and~~
 3 (5) be mailed to the named insured at least ~~twenty (20)~~ **sixty (60)**
 4 days before the expiration of the current policy period; **and**
 5 **(6) comply with section 6.5(a)(1) of this chapter if the insurer**
 6 **used aerial images as the sole reason for nonrenewing a**
 7 **policy.**

8 (b) If the policy was procured by an independent insurance producer
 9 licensed in Indiana, the insurer shall mail notice of nonrenewal to the
 10 insurance producer not less than ten (10) days before the insurer mails
 11 the notice to the named insured under subsection (a), unless the
 12 obligation to notify the insurance producer is waived in writing by the
 13 insurance producer.

14 (c) Notice of nonrenewal under this section is not required if:
 15 (1) the named insured is transferred from an insurer to an affiliate
 16 of the insurer for future coverage; and
 17 (2) the transfer results in the same or broader coverage.

18 (d) If an insurer mails to an insured a renewal notice, bill,
 19 certificate, or policy indicating the insurer's willingness to renew a
 20 policy and the insured does not respond, the insurer is not required to
 21 mail to the insured notice of intention not to renew.

22 SECTION 24. IC 27-7-12-6.5 IS ADDED TO THE INDIANA
 23 CODE AS A NEW SECTION TO READ AS FOLLOWS
 24 [EFFECTIVE JULY 1, 2026]: **Sec. 6.5. (a) When utilizing aerial**
 25 **images as the sole reason for nonrenewing a policy, an insurer shall**
 26 **do the following:**

27 (1) **Ensure that the nonrenewal notice sent to the named**
 28 **insured under section 4 of this chapter includes information**
 29 **about how the named insured can request to review copies of**
 30 **the images of the property that were used to make the**
 31 **decision. Photos must have been taken within the past**
 32 **twenty-four (24) months.**

33 (2) **Establish a point of contact and a process for a named**
 34 **insured to use to provide documentation of completion of the**
 35 **required work that the insurer communicates to the named**
 36 **insured under subdivision (1). The documentation must be**
 37 **used by the insurer in considering whether to uphold or**
 38 **reverse the nonrenewal.**

39 (3) **Establish an appeal process that allows the named insured**
 40 **to correct any errors or misunderstandings related to the**
 41 **nonrenewal.**

42 (4) **Provide the named insured at least sixty (60) days to cure**

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1 the defects or conditions underlying a nonrenewal after the
 2 date the insurer identifies the specific conditions under
 3 subdivision (1). An insurer shall have the right to assess the
 4 work used to cure the defects or conditions to ensure they
 5 have been corrected in a manner that meets the standards
 6 originally communicated by the insurer under subdivision (1).
 7 (5) Offer a renewal policy to a named insurer who submits
 8 proof that they have cured the defects or conditions identified
 9 under subdivision (1). However, an insurer may nonrenew the
 10 policy only for a reason unrelated to the defects or conditions
 11 identified under subdivision (1).

12 (b) The department shall adopt rules under IC 4-22-2 to
 13 effectuate the provisions of this section.

14 SECTION 25. IC 27-7-18.7 IS ADDED TO THE INDIANA CODE
 15 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE
 16 JULY 1, 2026]:

17 **Chapter 18.7. Property and Casualty Insurance for**
 18 **Condominium Units**

19 **Sec. 1.** As used in this chapter, "condominium" has the meaning
 20 set forth in IC 32-25-2-7.

21 **Sec. 2.** As used in this chapter, "condominium unit" has the
 22 meaning set forth in IC 32-25-2-9.

23 **Sec. 3.** As used in this chapter, "co-owner" has the meaning set
 24 forth in IC 32-25-2-11.

25 **Sec. 4.** As used in this chapter, "property and casualty
 26 insurance" means one (1) or more of the types of insurance
 27 described in IC 27-1-5-1, Class 2 and Class 3.

28 **Sec. 5. (a)** This section applies to a condominium in which all of
 29 the condominium units:

30 (1) were designed and built for occupancy by not more than
 31 two (2) separate families; and

32 (2) contain not more than two (2) separate living quarters.

33 (b) Notwithstanding IC 32-25-8-9, the co-owners of a
 34 condominium described in subsection (a) may obtain property and
 35 casualty insurance coverage for the condominium units through
 36 one (1) of the following methods:

37 (1) By purchasing a master policy for property and casualty
 38 insurance.

39 (2) By allowing each co-owner to purchase property and
 40 casualty insurance on an individual basis.

41 (c) This section may not be construed to relieve the co-owners
 42 from any obligation under IC 32-25-8-9 to provide insurance

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1 coverage under a master policy for:

- 2 (1) the land on which the condominium is located;
 3 (2) swimming pools and other recreational facilities; or
 4 (3) any other parts of the condominium existing for common
 5 use.

6 SECTION 26. IC 27-8-11-8.5 IS ADDED TO THE INDIANA
 7 CODE AS A NEW SECTION TO READ AS FOLLOWS
 8 [EFFECTIVE JULY 1, 2026]: Sec. 8.5. (a) As used in this section,
 9 "insurance producer" has the meaning set forth in IC 27-1-15.6-2.

10 (b) An insurer shall provide any insurance producer who has
 11 contracted with the insurer with access to a complete list of every
 12 provider that has entered into an agreement with an insurer under
 13 section 3 of this chapter.

14 (c) An insurer shall make the information described in
 15 subsection (b) available on the insurer's portal for insurance
 16 producer communications.

17 SECTION 27. IC 27-8-13-9.3, AS ADDED BY P.L.56-2025,
 18 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 19 UPON PASSAGE]: Sec. 9.3. (a) Except as provided in subsection
 20 (b), this section applies to a Medicare supplement policy or certificate
 21 delivered, issued, or renewed on or after January 1, 2026.

22 (b) The amendments made to this section in the 2026 session of
 23 the general assembly apply to a Medicare supplement policy or
 24 certificate delivered, issued, or renewed on or after March 15,
 25 2026.

26 ~~(b)~~ (c) This section applies to:

27 (1) an applicant who submits an application for a Medicare
 28 supplement policy or certificate before or during the six (6) month
 29 period beginning on the first day of the first month during which
 30 the applicant is:

- 31 (A) at least sixty-five (65) years of age; and
 32 (B) timely enrolled for benefits under Medicare Part B without
 33 penalty under federal law; and

34 (2) an applicant who:

- 35 (A) is at least sixty-five (65) years of age;
 36 (B) is insured under a Medicare supplement policy or
 37 certificate;
 38 (C) submits an application for a Medicare supplement policy
 39 or certificate:

40 (i) to an issuer that is different than the issuer of the
 41 applicant's current Medicare supplement policy or
 42 certificate; and

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1 (ii) ~~within sixty (60) days of~~ **during the period beginning**
 2 **one (1) month before** the applicant's birthday **and ending**
 3 **one (1) month after the applicant's birthday;** and
 4 (D) seeks to maintain the same type of lettered Medicare
 5 supplement plan, including any variation of the lettered plan.

6 ~~(c)~~ (d) An issuer of a Medicare supplement policy or certificate
 7 shall not deny, condition the issuance or effectiveness of, or
 8 discriminate in the pricing of a Medicare supplement policy or
 9 certificate because of the health status, claims experience, receipt of
 10 health care, or medical condition of an applicant to which subsection
 11 ~~(b)~~ (c) applies.

12 ~~(d)~~ (e) A new Medicare supplement policy or certificate issued to an
 13 applicant under subsection ~~(b)~~(2) (c)(2) must go into effect on the first
 14 day of the **next** month ~~that is at least thirty (30) days~~ after the signature
 15 date on the application for the Medicare supplement policy or
 16 certificate.

17 SECTION 28. IC 27-13-9-1.5 IS ADDED TO THE INDIANA
 18 CODE AS A NEW SECTION TO READ AS FOLLOWS
 19 [EFFECTIVE JULY 1, 2026]: **Sec. 1.5. (a) A health maintenance**
 20 **organization shall provide any insurance producer who has**
 21 **contracted with the health maintenance organization with access**
 22 **to a complete list of every participating provider that provides**
 23 **health care services through the health maintenance organization.**

24 (b) A health maintenance organization shall make the
 25 information described in subsection (a) available on the health
 26 maintenance organization's portal for insurance producer
 27 communications.

28 SECTION 29. IC 27-19-3-1.5 IS ADDED TO THE INDIANA
 29 CODE AS A NEW SECTION TO READ AS FOLLOWS
 30 [EFFECTIVE JULY 1, 2026]: **Sec. 1.5. The commissioner shall have**
 31 **the authority to do the following:**

- 32 (1) Establish any program, promulgate any rule, policy,
 33 guideline, or plan, or change any program, rule, policy, or
 34 guideline to:
 35 (A) implement;
 36 (B) establish;
 37 (C) create;
 38 (D) administer; or
 39 (E) otherwise operate;
 40 a health benefit exchange.
 41 (2) Apply for, accept, or expend federal money related to the
 42 creation, implementation, or operation of a health benefit

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1 **exchange.**
 2 **(3) Establish any advisory board or committee that the**
 3 **commissioner deems necessary to provide recommendations**
 4 **on the creation, implementation, or operation of a health**
 5 **benefit exchange.**
 6 SECTION 30. IC 34-30-2.1-402, AS ADDED BY P.L.105-2022,
 7 SECTION 12, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 8 JULY 1, 2026]: Sec. 402. IC 27-1-3-22 (Concerning persons **or**
 9 **entities** reporting fraudulent insurance acts).
 10 SECTION 31. **An emergency is declared for this act.**

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