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# SENATE BILL No. 231

AM023101 has been incorporated into introduced printing.

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**Synopsis:** Assistance in obtaining veterans' benefits.

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2026

IN 231—LS 6559/DI 116



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Introduced

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.

## SENATE BILL No. 231

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

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

1 SECTION 1. IC 10-17-16 IS ADDED TO THE INDIANA CODE  
2 AS A **NEW CHAPTER** TO READ AS FOLLOWS [EFFECTIVE  
3 JULY 1, 2026]:

4 **Chapter 16. Veteran Empowerment Protections**

5 **Sec. 1. As used in this chapter, "compensation" means any  
6 money, thing of value, or economic benefit conferred on, or  
7 received by, any person in return for services rendered, or to be  
8 rendered.**

9 **Sec. 2. As used in this chapter, "person" means any natural  
10 person, corporation, trust, partnership, incorporated or  
11 unincorporated association, or any other legal entity.**

12 **Sec. 3. As used in this chapter, "veterans' benefits matter"  
13 means the preparation, presentation, or prosecution of any claim  
14 affecting any person who has filed, or expressed an intent to file, a  
15 claim for any benefit, program, service, commodity, function,**

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1       **status, or entitlement for which veterans, their dependents, their  
2       survivors, or any other individuals are eligible under the laws and  
3       regulations administered by the United States Department of  
4       Veterans Affairs or the Indiana department of veterans' affairs.**

5       **Sec. 4. (a) Unless a person complies with section 7 of this  
6       chapter, the person may not receive compensation for referring  
7       any individual to another person to advise, assist, or consult with  
8       the individual regarding any veterans' benefits matter.**

9       **(b) Unless a person complies with section 7 of this chapter, the  
10      person may not receive any compensation for any services  
11      rendered in connection with any claim filed within the one (1) year  
12      presumptive period of active duty release, unless the veteran  
13      acknowledges by signing a waiver acknowledging that the veteran  
14      is within this period and is choosing to forego free services  
15      available to the veteran.**

16       **Sec. 5. A person seeking to receive compensation for advising,  
17      assisting, or consulting with any individual in connection with any  
18      veterans' benefits matter must, before rendering any services,  
19      memorialize the specific terms under which the amount to be paid  
20      will be determined in a written agreement signed by both parties.  
21      Compensation must be purely contingent upon an increase in  
22      benefits awarded, and if successful, compensation must not exceed  
23      five (5) times the amount of the monthly increase in benefits  
24      awarded based on the veterans' benefit matter. No initial or  
25      nonrefundable fee may be charged by a person advising, assisting,  
26      or consulting with an individual on a veterans' benefit matter.**

27       **Sec. 6. A person may not guarantee, either directly or by  
28      implication, a successful outcome or that any individual is certain  
29      to receive specific veterans' benefits or that any individual is  
30      certain to receive a specific level, percentage, or amount of a  
31      veterans' benefit.**

32       **Sec. 7. Any person advising, assisting, or consulting on  
33      veterans' benefits matters for compensation must provide the  
34      following disclosure at the outset of the business relationship:**

35       **"This business is not sponsored by, or affiliated with, the  
36      United States Department of Veterans Affairs or the Indiana  
37      Department of Veterans' Affairs, or any other federally  
38      chartered veterans' service organization. Other  
39      organizations, including the Indiana Department of  
40      Veterans' Affairs, a local veterans' service organization, and  
41      other federally chartered veterans' service organizations,  
42      may be able to provide you with this service free of charge.**



1                   **Products or services offered by this business are not  
2 necessarily endorsed by any of these organizations. You may  
3 qualify for other veterans' benefits beyond the benefits for  
4 which you are receiving services here.".**

5                   **The written disclosure must appear in at least twelve (12) point  
6 font in an easily identifiable place in the person's agreement with  
7 the individual seeking services. The individual must sign the  
8 document in which the written disclosure appears to represent  
9 understanding of these provisions. The person offering services  
10 must retain a copy of the written disclosure while providing  
11 services related to a veterans' benefit matter for compensation to  
12 the individual and for at least one (1) year after the date on which  
13 the service relations terminate.**

14                  **Sec. 8. A person that advises, assists, or consults an individual  
15 regarding veterans' benefits matters for compensation:**

16                  **(1) may not use international call centers or data centers for  
17 processing veterans' personal information;**

18                  **(2) may not use a veteran's personal log-in, username, or  
19 password information to access the veteran's medical,  
20 financial, or government benefits information;**

21                  **(3) must ensure that before any individual may have access  
22 to a veteran's medical or financial information, the  
23 individual must undergo a national criminal history  
24 background check by a consumer reporting agency regulated  
25 under 15 U.S.C. 1681 et seq. that includes a:**

26                  **(A) verification of the applicant's identity;**

27                  **(B) search of the records maintained by all counties in  
28 Indiana or similar governmental units in another state,  
29 if the individual who is the subject of the background  
30 check resided in another state; and**

31                  **(C) multistate criminal data base search; and**

32                  **(4) shall comply with 38 CFR Part 14.**

33                  **Sec. 9. (a) A violation of this chapter constitutes a violation  
34 under IC 24-5-0.5.**

35                  **(b) Any civil penalty collected by the attorney general under  
36 IC 24-5-0.5-4 shall be deposited in the veterans' affairs trust fund  
37 established by IC 10-17-13-3.**

38                  **Sec. 10. Nothing in this chapter shall be construed as applying  
39 to, limiting, or expanding the requirements imposed on agents,  
40 attorneys, or other representatives accredited and regulated by the  
41 United States Department of Veterans Affairs.**

42                  SECTION 2. IC 24-5-0.5-3, AS AMENDED BY P.L.104-2024,



1 SECTION 42, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
2 JULY 1, 2026]: Sec. 3. (a) A supplier may not commit an unfair,  
3 abusive, or deceptive act, omission, or practice in connection with a  
4 consumer transaction. Such an act, omission, or practice by a supplier  
5 is a violation of this chapter whether it occurs before, during, or after  
6 the transaction. An act, omission, or practice prohibited by this section  
7 includes both implicit and explicit misrepresentations.

8 (b) Without limiting the scope of subsection (a), the following  
9 acts, and the following representations as to the subject matter of a  
10 consumer transaction, made orally, in writing, or by electronic  
11 communication, by a supplier, are deceptive acts:

- 12 (1) That such subject of a consumer transaction has sponsorship,  
13 approval, performance, characteristics, accessories, uses, or  
14 benefits it does not have which the supplier knows or should  
15 reasonably know it does not have.
- 16 (2) That such subject of a consumer transaction is of a particular  
17 standard, quality, grade, style, or model, if it is not and if the  
18 supplier knows or should reasonably know that it is not.
- 19 (3) That such subject of a consumer transaction is new or  
20 unused, if it is not and if the supplier knows or should reasonably  
21 know that it is not.
- 22 (4) That such subject of a consumer transaction will be supplied  
23 to the public in greater quantity than the supplier intends or  
24 reasonably expects.
- 25 (5) That replacement or repair constituting the subject of a  
26 consumer transaction is needed, if it is not and if the supplier  
27 knows or should reasonably know that it is not.
- 28 (6) That a specific price advantage exists as to such subject of a  
29 consumer transaction, if it does not and if the supplier knows or  
30 should reasonably know that it does not.
- 31 (7) That the supplier has a sponsorship, approval, or affiliation  
32 in such consumer transaction the supplier does not have, and  
33 which the supplier knows or should reasonably know that the  
34 supplier does not have.
- 35 (8) That such consumer transaction involves or does not involve  
36 a warranty, a disclaimer of warranties, or other rights, remedies,  
37 or obligations, if the representation is false and if the supplier  
38 knows or should reasonably know that the representation is false.
- 39 (9) That the consumer will receive a rebate, discount, or other  
40 benefit as an inducement for entering into a sale or lease in  
41 return for giving the supplier the names of prospective



1 consumers or otherwise helping the supplier to enter into other  
2 consumer transactions, if earning the benefit, rebate, or discount  
3 is contingent upon the occurrence of an event subsequent to the  
4 time the consumer agrees to the purchase or lease.

5 (10) That the supplier is able to deliver or complete the subject  
6 of the consumer transaction within a stated period of time, when  
7 the supplier knows or should reasonably know the supplier could  
8 not. If no time period has been stated by the supplier, there is a  
9 presumption that the supplier has represented that the supplier  
10 will deliver or complete the subject of the consumer transaction  
11 within a reasonable time, according to the course of dealing or  
12 the usage of the trade.

13 (11) That the consumer will be able to purchase the subject of  
14 the consumer transaction as advertised by the supplier, if the  
15 supplier does not intend to sell it.

16 (12) That the replacement or repair constituting the subject of a  
17 consumer transaction can be made by the supplier for the  
18 estimate the supplier gives a customer for the replacement or  
19 repair, if the specified work is completed and:

20 (A) the cost exceeds the estimate by an amount equal to or  
21 greater than ten percent (10%) of the estimate;

22 (B) the supplier did not obtain written permission from the  
23 customer to authorize the supplier to complete the work  
24 even if the cost would exceed the amounts specified in  
25 clause (A);

26 (C) the total cost for services and parts for a single  
27 transaction is more than seven hundred fifty dollars (\$750);  
28 and

29 (D) the supplier knew or reasonably should have known that  
30 the cost would exceed the estimate in the amounts specified  
31 in clause (A).

32 (13) That the replacement or repair constituting the subject of a  
33 consumer transaction is needed, and that the supplier disposes of  
34 the part repaired or replaced earlier than seventy-two (72) hours  
35 after both:

36 (A) the customer has been notified that the work has been  
37 completed; and

38 (B) the part repaired or replaced has been made available  
39 for examination upon the request of the customer.

40 (14) Engaging in the replacement or repair of the subject of a  
41 consumer transaction if the consumer has not authorized the



1 replacement or repair, and if the supplier knows or should  
2 reasonably know that it is not authorized.

3 (15) The act of misrepresenting the geographic location of the  
4 supplier by listing an alternate business name or an assumed  
5 business name (as described in IC 23-0.5-3-4) in a local  
6 telephone directory if:

7 (A) the name misrepresents the supplier's geographic  
8 location;

9 (B) the listing fails to identify the locality and state of the  
10 supplier's business;

11 (C) calls to the local telephone number are routinely  
12 forwarded or otherwise transferred to a supplier's business  
13 location that is outside the calling area covered by the local  
14 telephone directory; and

15 (D) the supplier's business location is located in a county  
16 that is not contiguous to a county in the calling area covered  
17 by the local telephone directory.

18 (16) The act of listing an alternate business name or assumed  
19 business name (as described in IC 23-0.5-3-4) in a directory  
20 assistance data base if:

21 (A) the name misrepresents the supplier's geographic  
22 location;

23 (B) calls to the local telephone number are routinely  
24 forwarded or otherwise transferred to a supplier's business  
25 location that is outside the local calling area; and

26 (C) the supplier's business location is located in a county  
27 that is not contiguous to a county in the local calling area.

28 (17) The violation by a supplier of IC 24-3-4 concerning  
29 cigarettes for import or export.

30 (18) The act of a supplier in knowingly selling or reselling a  
31 product to a consumer if the product has been recalled, whether  
32 by the order of a court or a regulatory body, or voluntarily by the  
33 manufacturer, distributor, or retailer, unless the product has been  
34 repaired or modified to correct the defect that was the subject of  
35 the recall.

36 (19) The violation by a supplier of 47 U.S.C. 227, including any  
37 rules or regulations issued under 47 U.S.C. 227.

38 (20) The violation by a supplier of the federal Fair Debt  
39 Collection Practices Act (15 U.S.C. 1692 et seq.), including any  
40 rules or regulations issued under the federal Fair Debt Collection  
41 Practices Act (15 U.S.C. 1692 et seq.).



- (21) A violation of IC 24-5-7 (concerning health spa services), as set forth in IC 24-5-7-17.
- (22) A violation of IC 24-5-8 (concerning business opportunity transactions), as set forth in IC 24-5-8-20.
- (23) A violation of IC 24-5-10 (concerning home consumer transactions), as set forth in IC 24-5-10-18.
- (24) A violation of IC 24-5-11 (concerning real property improvement contracts), as set forth in IC 24-5-11-14.
- (25) A violation of IC 24-5-12 (concerning telephone solicitations), as set forth in IC 24-5-12-23.
- (26) A violation of IC 24-5-13.5 (concerning buyback motor vehicles), as set forth in IC 24-5-13.5-14.
- (27) A violation of IC 24-5-14 (concerning automatic dialing-announcing devices), as set forth in IC 24-5-14-13.
- (28) A violation of IC 24-5-15 (concerning credit services organizations), as set forth in IC 24-5-15-11.
- (29) A violation of IC 24-5-16 (concerning unlawful motor vehicle subleasing), as set forth in IC 24-5-16-18.
- (30) A violation of IC 24-5-17 (concerning environmental marketing claims), as set forth in IC 24-5-17-14.
- (31) A violation of IC 24-5-19 (concerning deceptive commercial solicitation), as set forth in IC 24-5-19-11.
- (32) A violation of IC 24-5-21 (concerning prescription drug discount cards), as set forth in IC 24-5-21-7.
- (33) A violation of IC 24-5-23.5-7 (concerning real estate appraisals), as set forth in IC 24-5-23.5-9.
- (34) A violation of IC 24-5-26 (concerning identity theft), as set forth in IC 24-5-26-3.
- (35) A violation of IC 24-5.5 (concerning mortgage rescue fraud), as set forth in IC 24-5.5-6-1.
- (36) A violation of IC 24-8 (concerning promotional gifts and contests), as set forth in IC 24-8-6-3.
- (37) A violation of IC 21-18.5-6 (concerning representations made by a postsecondary credit bearing proprietary educational institution), as set forth in IC 21-18.5-6-22.5.
- (38) A violation of IC 24-5-15.5 (concerning collection actions of a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
- (39) A violation of IC 24-14 (concerning towing services), as set forth in IC 24-14-10-1.
- (40) A violation of IC 24-5-14.5 (concerning misleading or inaccurate caller identification information), as set forth in

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1                   IC 24-5-14.5-12.

2                   (41) A violation of IC 24-5-27 (concerning intrastate inmate  
3                   calling services), as set forth in IC 24-5-27-27.

4                   (42) A violation of IC 15-21 (concerning sales of dogs by retail  
5                   pet stores), as set forth in IC 15-21-7-4.

6                   (43) A violation of IC 24-4-23 (concerning the security of  
7                   information collected and transmitted by an adult oriented  
8                   website operator), as set forth in IC 24-4-23-14.

9                   **(44) A violation of IC 10-17-16 (concerning the veteran  
10                   empowerment act).**

11                  (c) Any representations on or within a product or its packaging or  
12                  in advertising or promotional materials which would constitute a  
13                  deceptive act shall be the deceptive act both of the supplier who places  
14                  such representation thereon or therein, or who authored such materials,  
15                  and such other suppliers who shall state orally or in writing that such  
16                  representation is true if such other supplier shall know or have reason  
17                  to know that such representation was false.

18                  (d) If a supplier shows by a preponderance of the evidence that an  
19                  act resulted from a bona fide error notwithstanding the maintenance of  
20                  procedures reasonably adopted to avoid the error, such act shall not be  
21                  deceptive within the meaning of this chapter.

22                  (e) It shall be a defense to any action brought under this chapter  
23                  that the representation constituting an alleged deceptive act was one  
24                  made in good faith by the supplier without knowledge of its falsity and  
25                  in reliance upon the oral or written representations of the manufacturer,  
26                  the person from whom the supplier acquired the product, any testing  
27                  organization, or any other person provided that the source thereof is  
28                  disclosed to the consumer.

29                  (f) For purposes of subsection (b)(12), a supplier that provides  
30                  estimates before performing repair or replacement work for a customer  
31                  shall give the customer a written estimate itemizing as closely as  
32                  possible the price for labor and parts necessary for the specific job  
33                  before commencing the work.

34                  (g) For purposes of subsection (b)(15) and (b)(16), a telephone  
35                  company or other provider of a telephone directory or directory  
36                  assistance service or its officer or agent is immune from liability for  
37                  publishing the listing of an alternate business name or assumed  
38                  business name of a supplier in its directory or directory assistance data  
39                  base unless the telephone company or other provider of a telephone  
40                  directory or directory assistance service is the same person as the  
41                  supplier who has committed the deceptive act.

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1           (h) For purposes of subsection (b)(18), it is an affirmative defense  
2        to any action brought under this chapter that the product has been  
3        altered by a person other than the defendant to render the product  
4        completely incapable of serving its original purpose.

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