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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.



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

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

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

- (1) may not use international call centers or data centers for processing veterans' personal information;
- (2) may not use a veteran's personal log-in, username, or password information to access the veteran's medical, financial, or government benefits information;
- (3) must ensure that before any individual may have access to a veteran's medical or financial information, the individual must undergo a national criminal history background check by a consumer reporting agency regulated under 15 U.S.C. 1681 et seq. that includes a:
  - (A) verification of the applicant's identity;
  - (B) search of the records maintained by all counties in Indiana or similar governmental units in another state, if the individual who is the subject of the background check resided in another state; and
  - (C) multistate criminal data base search; and
- (4) shall comply with 38 CFR Part 14.

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

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

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

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



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

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

(1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have.

(2) That such subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not.

(3) That such subject of a consumer transaction is new or unused, if it is not and if the supplier knows or should reasonably know that it is not.

(4) That such subject of a consumer transaction will be supplied to the public in greater quantity than the supplier intends or reasonably expects.

(5) That replacement or repair constituting the subject of a consumer transaction is needed, if it is not and if the supplier knows or should reasonably know that it is not.

(6) That a specific price advantage exists as to such subject of a consumer transaction, if it does not and if the supplier knows or should reasonably know that it does not.

(7) That the supplier has a sponsorship, approval, or affiliation in such consumer transaction the supplier does not have, and which the supplier knows or should reasonably know that the supplier does not have.

(8) That such consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the supplier knows or should reasonably know that the representation is false.

(9) That the consumer will receive a rebate, discount, or other benefit as an inducement for entering into a sale or lease in return for giving the supplier the names of prospective

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

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

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

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

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

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

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

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

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

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

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

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

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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.).

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- 1 (21) A violation of IC 24-5-7 (concerning health spa services),  
2 as set forth in IC 24-5-7-17.
- 3 (22) A violation of IC 24-5-8 (concerning business opportunity  
4 transactions), as set forth in IC 24-5-8-20.
- 5 (23) A violation of IC 24-5-10 (concerning home consumer  
6 transactions), as set forth in IC 24-5-10-18.
- 7 (24) A violation of IC 24-5-11 (concerning real property  
8 improvement contracts), as set forth in IC 24-5-11-14.
- 9 (25) A violation of IC 24-5-12 (concerning telephone  
10 solicitations), as set forth in IC 24-5-12-23.
- 11 (26) A violation of IC 24-5-13.5 (concerning buyback motor  
12 vehicles), as set forth in IC 24-5-13.5-14.
- 13 (27) A violation of IC 24-5-14 (concerning automatic  
14 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 15 (28) A violation of IC 24-5-15 (concerning credit services  
16 organizations), as set forth in IC 24-5-15-11.
- 17 (29) A violation of IC 24-5-16 (concerning unlawful motor  
18 vehicle subleasing), as set forth in IC 24-5-16-18.
- 19 (30) A violation of IC 24-5-17 (concerning environmental  
20 marketing claims), as set forth in IC 24-5-17-14.
- 21 (31) A violation of IC 24-5-19 (concerning deceptive  
22 commercial solicitation), as set forth in IC 24-5-19-11.
- 23 (32) A violation of IC 24-5-21 (concerning prescription drug  
24 discount cards), as set forth in IC 24-5-21-7.
- 25 (33) A violation of IC 24-5-23.5-7 (concerning real estate  
26 appraisals), as set forth in IC 24-5-23.5-9.
- 27 (34) A violation of IC 24-5-26 (concerning identity theft), as set  
28 forth in IC 24-5-26-3.
- 29 (35) A violation of IC 24-5.5 (concerning mortgage rescue  
30 fraud), as set forth in IC 24-5.5-6-1.
- 31 (36) A violation of IC 24-8 (concerning promotional gifts and  
32 contests), as set forth in IC 24-8-6-3.
- 33 (37) A violation of IC 21-18.5-6 (concerning representations  
34 made by a postsecondary credit bearing proprietary educational  
35 institution), as set forth in IC 21-18.5-6-22.5.
- 36 (38) A violation of IC 24-5-15.5 (concerning collection actions  
37 of a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
- 38 (39) A violation of IC 24-14 (concerning towing services), as set  
39 forth in IC 24-14-10-1.
- 40 (40) A violation of IC 24-5-14.5 (concerning misleading or  
41 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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