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SENATE BILL No. 231

Proposed Changes to introduced printing by AM023101

DIGEST OF PROPOSED AMENDMENT

Veterans' benefits. Provides veteran empowerment protections. Provides that a person may not represent a veteran regarding a veterans' benefits matter unless the person meets certain requirements. Provides that a person that advises, assists, or consults with an individual regarding veterans' benefits matters for a fee: (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 veterans' medical or financial information the individual must undergo a national criminal history background check; and (4) shall comply with certain federal regulations. Provides that a violation of the act constitutes a prohibited consumer sale.

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. ~~Prohibition of Receiving Compensation for~~**
5 **~~Assisting a Person in Obtaining Veterans' Benefits~~**

6 **Sec. 1. This chapter does not apply to:**

7 **(1) a representative of a recognized organization;**
8 **(2) an agent; or**
9 **(3) an attorney;**

10 **accredited under 38 CFR 14.629 (as in effect July 1, 2025);**

11 **Sec. 2. [Veteran Empowerment Protections**

12 **Sec. 1]. As used in this chapter, "compensation" means ~~the~~**
13 **payment of:**

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1 (1) money;
 2 (2) a thing of value; or
 3 (3) a financial benefit.

4 Sec. 3>[any money, thing of value, or economic benefit
 5 conferred on, or received by, any person in return for services
 6 rendered, or to be rendered.

7 Sec. 2]. As used in this chapter, "person" means◀

8 (1) an individual;
 9 (2) a corporation;
 10 (3) a business trust;
 11 (4) an estate;
 12 (5) a trust;
 13 (6) a partnership;
 14 (7) a limited liability company;
 15 (8) an association;
 16 (9) a joint venture;
 17 (10) a public corporation;
 18 (11) a government or governmental subdivision, agency, or
 19 instrumentality; or
 20 (12) any other legal or commercial>[any natural person,
 21 corporation, trust, partnership, incorporated or
 22 unincorporated association, or any other legal] entity.

23 Sec. 4>[3]. As used in this chapter, "veterans' benefits
 24 matter" means the preparation, presentation, or prosecution of
 25 any claim affecting any person who has filed, or expressed an
 26 intent to file, a claim for any benefit, program, service, commodity,
 27 function, status, or entitlement for which veterans, their
 28 dependents, their survivors, or any other individuals are eligible
 29 under the laws and regulations administered by the United States
 30 Department of Veterans Affairs or the United States Department
 31 of Defense pertaining to veterans, their dependents, their survivors,
 32 and any other individual eligible for those benefits.

33 Sec. 5. A>[Indiana department of veterans' affairs.

34 Sec. 4. (a) Unless a person complies with section 7 of this
 35 chapter, the] person may not◀do the following:

36 (1) Receive compensation for:
 37 (A) the preparation, presentation, or prosecution of; or
 38 (B) advising, consulting, or assisting an individual
 39 regarding;
 40 a veterans' benefits matter, except as permitted under
 41 federal law;
 42 (2) R>[r]eceive compensation for referring an[y] individual



1 to another person to<
 2 ~~(A) prepare;~~
 3 ~~(B) present, prosecute, or> advise<on>[, assist.] or<~~
 4 ~~(C) consult <or> assist>[with] the individual~~
 5 ~~regarding<~~
 6 ~~→[]a[ny] veterans' benefits matter.~~
 7 ←→~~I 1(3)Receive, with respect to an individual's>[b) Unless~~
 8 ~~a person complies with section 7 of this chapter, the person~~
 9 ~~may not receive any compensation for any services rendered~~
 10 ~~in connection with any claim filed within the one (1) year~~
 11 ~~presumptive period of active duty release, unless the veteran~~
 12 ~~acknowledges by signing a waiver acknowledging that the~~
 13 ~~veteran is within this period and is choosing to forego free~~
 14 ~~services available to the veteran.~~

15 Sec. 5. A person seeking to receive compensation for advising,
 16 assisting, or consulting with any individual in connection with any]
 17 veterans' benefits matter[must, before rendering any services,
 18 memorialize the specific terms under which the amount to be paid
 19 will be determined in a written agreement signed by both parties.
 20 Compensation must be purely contingent upon an increase in
 21 benefits awarded, and if successful], compensation <for services
 22 rendered before the date on which a notice of disagreement,
 23 decision review, or appeal is filed, whichever occurs first.

24 ~~→(4) Guarantee>[must not exceed five (5) times the amount of~~
 25 ~~the monthly increase in benefits awarded based on the~~
 26 ~~veterans' benefit matter. No initial or nonrefundable fee may~~
 27 ~~be charged by a person advising, assisting, or consulting with~~
 28 ~~an individual on a veterans' benefit matter.~~

29 Sec. 6. A person may not guarantee], either directly or by
 30 implication,[a successful outcome or] that any individual is certain
 31 to receive specific veterans' benefits or that any individual is
 32 certain to receive a specific level, percentage, or amount of [a
 33]veterans' <benefits.

34 ~~→(5) Receive excessive or unreasonable fees as compensation~~
 35 ~~for the preparation, presentation, or prosecution of, or~~
 36 ~~advising, consulting, or assisting an individual regarding~~
 37 ~~a>[benefit.~~

38 Sec. 7. Any person advising, assisting, or consulting on]
 39 veterans' benefits <matter. The factors articulated in 38 CFR
 40 14.636 (as in effect January 1, 2025) govern the determination of
 41 whether a fee is excessive or unreasonable.

42 ~~→(6) Condition repayment of fees:~~



1 (A) upon the opening of a joint account with the
2 recipient of veterans' benefits from which the person
3 may make withdrawals;
4 (B) upon the use of electronic funds transfers (as defined
5 in 15 U.S.C. 1693a(7)), or
6 (C) by requiring an individual to act, in any manner, in
7 violation of 12 CFR 1005.10(c)(1), regardless of whether
8 the provision would otherwise be applicable to the
9 transaction.

10 (7) Collect, or attempt to collect, any fee for services
11 rendered after receipt of benefits by a veteran, the veteran's
12 dependents, the veteran's survivors, or any other individual
13 eligible for the benefits, if the person participated in the
14 veterans' benefits matter prior to the issuance of veterans'
15 benefits, and if the transaction was structured with an intent
16 to avoid any of the prohibitions of this chapter. There is a
17 rebuttable presumption that any collection, or attempted
18 collection, of the fees was in violation of this chapter.

19 Sec. 6. A person seeking to receive compensation for:
20 (1) the preparation, presentation, or prosecution of, or
21 (2) advising, consulting, or assisting an individual regarding,
22 a veterans' benefits matter shall, before rendering any services,
23 enter into a written agreement signed by both parties that adheres
24 to all criteria specified in 38 CFR 14.636 (as in effect July 1, 2025),
25 including all terms regarding the individual's payment of fees for
26 services rendered.

27 Sec. 7. (a) A person may not advise or assist [matters] for
28 compensation <any individual concerning any veterans' benefits
29 matter without clearly providing>[must provide the following
30 disclosure] at the outset of the business relationship <the following
31 disclosure, both orally and in writing>:

32 "This business is not sponsored by, or affiliated with, the
33 United States Department of Veterans Affairs [or the
34 Indiana Department of Veterans' Affairs,] or any other
35 federally chartered veterans' service organization. Other
36 organizations, including the Indiana Department of
37 Veterans' Affairs, <your>[a] local <county> veterans'I
38 service <officer>[organization], and other federally
39 chartered veterans' service organizations, may be able to
40 provide you with this service free of charge. Products or
41 services offered by this business are not necessarily endorsed
42 by any of these organizations. You may qualify for other

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1 veterans' benefits beyond the benefits for which you are
 2 receiving services here.".]
 3

4 [The written disclosure ~~shall~~ must appear in a~~t~~ least twelve
 5 ~~(12)~~ point ~~type and shall appear~~ font in a~~readily noticeable~~
 6 ~~and~~ in easily identifiable place in the person's agreement with the
 7 individual seeking services. The individual ~~shall verbally~~
 8 ~~acknowledge understanding of the oral disclosure and shall~~ must
 9 sign the document in which the written disclosure appears to
 10 represent understanding of these provisions. The person offering
 11 services ~~shall~~ must retain a copy of the written disclosure while
 12 providing services related to a veterans' benefit~~s services~~
 13 matter for compensation to the individual and for at least one (1)
 14 year after the date on which the service~~s relationship~~ relations
 15 terminate~~s~~.]

16 ~~(b)~~ [Sec. 8.] A person ~~may not advertise for compensation~~
 17 ~~services in~~ that advises, assists, or consults an individual
 18 ~~regarding~~ veterans' benefits matters ~~without including the~~
 19 ~~following disclosure:~~

20 ~~"This business is not sponsored by, or affiliated with, the~~
 21 ~~United States Department of Veterans Affairs, the Indiana~~
 22 ~~Department of Veterans' Affairs, or any other federally~~
 23 ~~chartered veterans' service organization. Other~~
 24 ~~organizations, including the Indiana Department of~~
 25 ~~Veterans' Affairs, your local county veterans' service officer,~~
 26 ~~and other federally chartered veterans' service~~
 27 ~~organizations, may be able to provide you with these services~~
 28 ~~free of charge. Products or services offered by this business~~
 29 ~~are not necessarily endorsed by any of these organizations.~~
 30 ~~You may qualify for other veterans' benefits beyond the~~
 31 ~~benefits that this business offers through its services."~~

32 ~~If the advertisement is printed, including advertisements visible on~~
 33 ~~the Internet, the disclosure shall appear in a readily visible place~~
 34 ~~on the advertisement. If the advertisement is verbal, the statement~~
 35 ~~of the disclosure shall be clear and intelligible.~~

36 ~~Sec. 8. [for compensation:~~

37 ~~(1) may not use international call centers or data centers for~~
 38 ~~processing veterans' personal information;~~
 39 ~~(2) may not use a veteran's personal log-in, username, or~~
 40 ~~password information to access the veteran's medical,~~
 41 ~~financial, or government benefits information;~~
 42 ~~(3) must ensure that before any individual may have access~~
 43 ~~to a veteran's medical or financial information, the~~



1 individual must undergo a national criminal history
 2 background check by a consumer reporting agency regulated
 3 under 15 U.S.C. 1681 et seq. that includes a:

- 4 (A) verification of the applicant's identity;
- 5 (B) search of the records maintained by all counties in
- 6 Indiana or similar governmental units in another state,
- 7 if the individual who is the subject of the background
- 8 check resided in another state; and
- 9 (C) multistate criminal data base search; and

10 (4) shall comply with 38 CFR Part 14.

11 Sec. 9. (a)] A violation of this chapter constitutes a <deceptive
 12 act>[violation] under IC 24-5-0.5.<

13 Sec. 9. A violation of this chapter in connection with a senior
 14 customer (as defined in IC 24-4.6-6-3(5)) constitutes a violation
 15 under IC 24-4.6-6.

16 Sec. 10. If any clause, sentence, paragraph, or part of this
 17 chapter or the application thereof is determined by any court of
 18 competent jurisdiction to be invalid, the judgment shall not affect,
 19 impair, or invalidate the remainder of the chapter, but shall be
 20 confined in its operation to the clause, sentence, paragraph, or part
 21 directly involved in the controversy in which the judgment shall be
 22 been rendered.

23 SECTION 2. IC 24-4.6-6-5, AS ADDED BY P.L.250-2013;
 24 SECTION 1, IS AMENDED TO READ AS FOLLOWS
 25 [EFFECTIVE JULY 1, 2026]: Sec. 5. (a) A senior consumer who is
 26 a victim of an act described in section 4(a) or 4(b) of this chapter,
 27 or conduct in violation of IC 10-17-16, may bring an action against
 28 the person who commits the act.

29 (b) In an action brought against a person under this section,
 30 the court may order the person to:

- 31 (1) return property or assets improperly obtained;
 32 controlled, or used; and
- 33 (2) reimburse the senior consumer for any damages incurred
 34 or for the value of the property or assets lost as a result of
 35 the violation or violations of this chapter.

36 (c) In addition to the remedy provided in subsection (b), a
 37 court may order the following:

38 (1) For knowing violations committed by a person who is not
 39 in a position of trust and confidence:

- 40 (A) payment of two (2) times the amount of damages
 41 incurred or value of property or assets lost; and
- 42 (B) payment of a civil penalty not exceeding five



1 thousand dollars (\$5,000);

2 (2) For knowing violations committed by a person in a

3 position of trust and confidence:

4 (A) payment of treble damages; and

5 (B) payment of a civil penalty not exceeding ten

6 thousand dollars (\$10,000);

7 (d) The court may award reasonable attorney's fees to a senior

8 consumer that prevails in an action under this section. Actual

9 damages awarded to a person under this section have priority over

10 any¹

11 (b) Any civil penalty imposed under this chapter;

12 (c) The burden of proof in proving that a person committed

13 financial exploitation of a senior consumer under section 4 of this

14 chapter is by a preponderance of the evidence;

15 (f) The attorney general may bring an action to enjoin an

16 alleged commission of financial exploitation of a senior consumer,

17 including conduct in violation of IC 10-17-16, and may petition the

18 court to freeze the assets of the person allegedly committing

19 financial exploitation of a senior consumer in an amount equal to

20 but not greater than the alleged value of lost property or assets for

21 purposes of restoring to the victim the value of the lost property or

22 assets. The burden of proof required to freeze the assets of a person

23 allegedly committing financial exploitation of a senior consumer is

24 by a preponderance of the evidence. In addition, the court may:

25 (1) issue an injunction;

26 (2) order the person to make payment of the money

27 unlawfully received from the senior consumer or senior

28 consumers, to be held in escrow for distribution to the

29 aggrieved senior consumer or senior consumers;

30 (3) for knowing violations, increase the amount of restitution

31 ordered under subdivision (2) in any amount up to three (3)

32 times the amount of damages incurred or value of property

33 or assets lost;

34 (4) order the person to pay to the state the reasonable costs

35 of¹ [collected by] the attorney general's investigation and

36 prosecution related to the action;

37 (5) provide for the appointment of a receiver;

38 (6) for knowing violations by a person who is not in a

39 position of trust and confidence, order the person to pay a

40 civil penalty of up to five thousand dollars (\$5,000) per

41 violation; and

42 (7) for knowing violations by a person in a position of trust



1 and confidence, order the person to pay a civil penalty of up
 2 to ten thousand dollars (\$10,000) per violation:
 3

4 ~~—(g) In an action under subsection (a) or (f), the court may void
 5 or limit the application of contracts or clauses resulting from the
 financial exploitation.~~

6 ~~—(h) In an action under subsection (a), upon the filing of the
 7 complaint or on the appearance of any defendant, claimant, or
 8 other party, or at any later time, the trial court, the supreme court,
 9 or the court of appeals may require the plaintiff, defendant,
 10 claimant, or other party or parties to give security, or additional
 11 security, in a sum the court directs to pay all costs, expenses, and
 12 disbursements that are awarded against that party or that the
 13 party may be directed to pay by any interlocutory order, by the
 14 final judgment, or on appeal.~~

15 ~~—(i) Any person who violates the terms of an injunction issued
 16 under subsection (f) shall forfeit and pay to the state a civil penalty
 17 of not more than fifteen thousand dollars (\$15,000) per violation.
 18 For the purposes of this section, the court issuing the injunction
 19 shall retain jurisdiction, the cause shall be continued, and the
 20 attorney general acting in the name of the state may petition for
 21 recovery of civil penalties. Whenever the court determines that an
 22 injunction issued under subsection (f) has been violated, the court
 23 shall award reasonable costs to the state.~~

24 ~~—SECTION 3>|general under IC 24-5-0.5-4 shall be deposited
 25 in the veterans' affairs trust fund established by IC 10-17-13-3.~~

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

30 ~~SECTION 2]. IC 24-5-0.5-3, AS AMENDED BY P.L.104-2024,
 31 SECTION 42, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 32 JULY 1, 2026]: Sec. 3. (a) A supplier may not commit an unfair,
 33 abusive, or deceptive act, omission, or practice in connection with a
 34 consumer transaction. Such an act, omission, or practice by a supplier
 35 is a violation of this chapter whether it occurs before, during, or after
 36 the transaction. An act, omission, or practice prohibited by this section
 37 includes both implicit and explicit misrepresentations.~~

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

42 ~~(1) That such subject of a consumer transaction has sponsorship,~~



1 approval, performance, characteristics, accessories, uses, or
 2 benefits it does not have which the supplier knows or should
 3 reasonably know it does not have.
 4 (2) That such subject of a consumer transaction is of a particular
 5 standard, quality, grade, style, or model, if it is not and if the
 6 supplier knows or should reasonably know that it is not.
 7 (3) That such subject of a consumer transaction is new or
 8 unused, if it is not and if the supplier knows or should reasonably
 9 know that it is not.
 10 (4) That such subject of a consumer transaction will be supplied
 11 to the public in greater quantity than the supplier intends or
 12 reasonably expects.
 13 (5) That replacement or repair constituting the subject of a
 14 consumer transaction is needed, if it is not and if the supplier
 15 knows or should reasonably know that it is not.
 16 (6) That a specific price advantage exists as to such subject of a
 17 consumer transaction, if it does not and if the supplier knows or
 18 should reasonably know that it does not.
 19 (7) That the supplier has a sponsorship, approval, or affiliation
 20 in such consumer transaction the supplier does not have, and
 21 which the supplier knows or should reasonably know that the
 22 supplier does not have.
 23 (8) That such consumer transaction involves or does not involve
 24 a warranty, a disclaimer of warranties, or other rights, remedies,
 25 or obligations, if the representation is false and if the supplier
 26 knows or should reasonably know that the representation is false.
 27 (9) That the consumer will receive a rebate, discount, or other
 28 benefit as an inducement for entering into a sale or lease in
 29 return for giving the supplier the names of prospective
 30 consumers or otherwise helping the supplier to enter into other
 31 consumer transactions, if earning the benefit, rebate, or discount
 32 is contingent upon the occurrence of an event subsequent to the
 33 time the consumer agrees to the purchase or lease.
 34 (10) That the supplier is able to deliver or complete the subject
 35 of the consumer transaction within a stated period of time, when
 36 the supplier knows or should reasonably know the supplier could
 37 not. If no time period has been stated by the supplier, there is a
 38 presumption that the supplier has represented that the supplier
 39 will deliver or complete the subject of the consumer transaction
 40 within a reasonable time, according to the course of dealing or
 41 the usage of the trade.
 42 (11) That the consumer will be able to purchase the subject of



1 the consumer transaction as advertised by the supplier, if the
2 supplier does not intend to sell it.

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

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

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

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

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

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

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

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

27 (14) Engaging in the replacement or repair of the subject of a
28 consumer transaction if the consumer has not authorized the
29 replacement or repair, and if the supplier knows or should
30 reasonably know that it is not authorized.

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

35 (A) the name misrepresents the supplier's geographic
36 location;

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

39 (C) calls to the local telephone number are routinely
40 forwarded or otherwise transferred to a supplier's business
41 location that is outside the calling area covered by the local
42 telephone directory; and



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

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

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

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

14 (17) The violation by a supplier of IC 24-3-4 concerning
15 cigarettes for import or export.
16 (18) The act of a supplier in knowingly selling or reselling a
17 product to a consumer if the product has been recalled, whether
18 by the order of a court or a regulatory body, or voluntarily by the
19 manufacturer, distributor, or retailer, unless the product has been
20 repaired or modified to correct the defect that was the subject of
21 the recall.

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

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

28 (21) A violation of IC 24-5-7 (concerning health spa services),
29 as set forth in IC 24-5-7-17.

30 (22) A violation of IC 24-5-8 (concerning business opportunity
31 transactions), as set forth in IC 24-5-8-20.

32 (23) A violation of IC 24-5-10 (concerning home consumer
33 transactions), as set forth in IC 24-5-10-18.

34 (24) A violation of IC 24-5-11 (concerning real property
35 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.

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1 organizations), as set forth in IC 24-5-15-11.
 2 (29) A violation of IC 24-5-16 (concerning unlawful motor
 3 vehicle subleasing), as set forth in IC 24-5-16-18.
 4 (30) A violation of IC 24-5-17 (concerning environmental
 5 marketing claims), as set forth in IC 24-5-17-14.
 6 (31) A violation of IC 24-5-19 (concerning deceptive
 7 commercial solicitation), as set forth in IC 24-5-19-11.
 8 (32) A violation of IC 24-5-21 (concerning prescription drug
 9 discount cards), as set forth in IC 24-5-21-7.
 10 (33) A violation of IC 24-5-23.5-7 (concerning real estate
 11 appraisals), as set forth in IC 24-5-23.5-9.
 12 (34) A violation of IC 24-5-26 (concerning identity theft), as set
 13 forth in IC 24-5-26-3.
 14 (35) A violation of IC 24-5.5 (concerning mortgage rescue
 15 fraud), as set forth in IC 24-5.5-6-1.
 16 (36) A violation of IC 24-8 (concerning promotional gifts and
 17 contests), as set forth in IC 24-8-6-3.
 18 (37) A violation of IC 21-18.5-6 (concerning representations
 19 made by a postsecondary credit bearing proprietary educational
 20 institution), as set forth in IC 21-18.5-6-22.5.
 21 (38) A violation of IC 24-5-15.5 (concerning collection actions
 22 of a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
 23 (39) A violation of IC 24-14 (concerning towing services), as set
 24 forth in IC 24-14-10-1.
 25 (40) A violation of IC 24-5-14.5 (concerning misleading or
 26 inaccurate caller identification information), as set forth in
 27 IC 24-5-14.5-12.
 28 (41) A violation of IC 24-5-27 (concerning intrastate inmate
 29 calling services), as set forth in IC 24-5-27-27.
 30 (42) A violation of IC 15-21 (concerning sales of dogs by retail
 31 pet stores), as set forth in IC 15-21-7-4.
 32 (43) A violation of IC 24-4-23 (concerning the security of
 33 information collected and transmitted by an adult oriented
 34 website operator), as set forth in IC 24-4-23-14.
 35 (44) A violation of IC 10-17-16 (concerning the **prohibition**
 36 **of receiving compensation for assisting a person in obtaining**
 37 **veterans' benefits**):

38 **>[veteran empowerment act.]**

39 (c) Any representations on or within a product or its packaging or
 40 in advertising or promotional materials which would constitute a
 41 deceptive act shall be the deceptive act both of the supplier who places
 42 such representation thereon or therein, or who authored such materials,



1 and such other suppliers who shall state orally or in writing that such
2 representation is true if such other supplier shall know or have reason
3 to know that such representation was false.

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

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

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

20 (g) For purposes of subsection (b)(15) and (b)(16), a telephone
21 company or other provider of a telephone directory or directory
22 assistance service or its officer or agent is immune from liability for
23 publishing the listing of an alternate business name or assumed
24 business name of a supplier in its directory or directory assistance data
25 base unless the telephone company or other provider of a telephone
26 directory or directory assistance service is the same person as the
27 supplier who has committed the deceptive act.

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

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