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# SENATE BILL No. 231

AM023103 has been incorporated into introduced printing.

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

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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. 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. As used in this chapter, "compensation" means the  
12 payment of:**

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

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1                   **Sec. 3. As used in this chapter, "person" means:**

2                   (1) an individual;  
 3                   (2) a corporation;  
 4                   (3) a business trust;  
 5                   (4) an estate;  
 6                   (5) a trust;  
 7                   (6) a partnership;  
 8                   (7) a limited liability company;  
 9                   (8) an association;  
 10                  (9) a joint venture;  
 11                  (10) a public corporation;  
 12                  (11) a government or governmental subdivision, agency, or  
 13                  instrumentality; or  
 14                  (12) any other legal or commercial entity.

15                  **Sec. 4. As used in this chapter, "veterans' benefits matter"**  
 16                  means the preparation, presentation, or prosecution of any claim  
 17                  affecting any person who has filed, or expressed an intent to file, a  
 18                  claim for any benefit, program, service, commodity, function,  
 19                  status, or entitlement for which veterans, their dependents, their  
 20                  survivors, or any other individuals are eligible under the laws and  
 21                  regulations administered by the United States Department of  
 22                  Veterans Affairs or the United States Department of Defense  
 23                  pertaining to veterans, their dependents, their survivors, and any  
 24                  other individual eligible for those benefits.

25                  **Sec. 5. A person may not do the following:**

26                  (1) Receive compensation for:  
 27                   (A) the preparation, presentation, or prosecution of; or  
 28                   (B) advising, consulting, or assisting an individual  
 29                   regarding;  
 30                  a veterans' benefits matter, except as permitted under  
 31                  federal law.  
 32                  (2) Receive compensation for referring an individual to  
 33                  another person to:  
 34                   (A) prepare;  
 35                   (B) present, prosecute, or advise on; or  
 36                   (C) consult or assist the individual regarding;  
 37                  a veterans' benefits matter.  
 38                  (3) Guarantee, either directly or by implication, that any  
 39                  individual is certain to receive specific veterans' benefits or  
 40                  that any individual is certain to receive a specific level,  
 41                  percentage, or amount of veterans' benefits.  
 42                  (4) Receive excessive or unreasonable fees as compensation



1 for the preparation, presentation, or prosecution of, or  
2 advising, consulting, or assisting an individual regarding a  
3 veterans' benefits matter. The factors articulated in 38 CFR  
4 14.636(e) (as in effect January 1, 2025) govern the  
5 determination of whether a fee is excessive or unreasonable.  
6

7 **(5) Condition repayment of fees:**

8 (A) upon the opening of a joint account with the  
9 recipient of veterans' benefits from which the person  
may make withdrawals;

10 (B) upon the use of electronic funds transfers (as defined  
11 in 15 U.S.C. 1693a(7)); or

12 (C) by requiring an individual to act, in any manner, in  
13 violation of 12 CFR 1005.10(c)(1), regardless of whether  
14 the provision would otherwise be applicable to the  
15 transaction.

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

25 **Sec. 6. A person seeking to receive compensation for:**

26 (1) the preparation, presentation, or prosecution of; or

27 (2) advising, consulting, or assisting an individual regarding;  
28 a veterans' benefits matter shall, before rendering any services,  
29 enter into a written agreement signed by both parties that adheres  
30 to all applicable criteria specified in 38 CFR 14.636 (as in effect  
31 July 1, 2025), including all terms regarding the individual's  
32 payment of fees for services rendered.

33 **Sec. 7. (a) A person may not advise or assist for compensation**  
34 **any individual concerning any veterans' benefits matter without**  
35 **clearly providing, at the outset of the business relationship, the**  
36 **following disclosure, both orally and in writing:**

37 "This business is not sponsored by, or affiliated with, the  
38 United States Department of Veterans Affairs or any other  
39 federally chartered veterans' service organization. Other  
40 organizations, including the Indiana Department of  
41 Veterans' Affairs, your local county veterans service officer,  
42 and other federally chartered veterans' service



1 organizations, may be able to provide you with this service  
2 free of charge. Products or services offered by this business  
3 are not necessarily endorsed by any of these organizations.  
4 You may qualify for other veterans' benefits beyond the  
5 benefits for which you are receiving services here.".

6 The written disclosure shall appear in a least 12 point type and  
7 shall appear in a readily noticeable and identifiable place in the  
8 person's agreement with the individual seeking services. The  
9 individual shall verbally acknowledge understanding of the oral  
10 disclosure and shall sign the document in which the written  
11 disclosure appears to represent understanding of these provisions.  
12 The person offering services shall retain a copy of the written  
13 disclosure while providing veterans' benefits services for  
14 compensation to the individual and for at least one (1) year after  
15 the date on which the services relationship terminates.

16 (b) A person may not advertise for compensation services in  
17 veterans' benefits matters without including the following  
18 disclosure:

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

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

35 Sec. 8. (a) Except as provided in subsection (b), a person may  
36 not receive with respect to an individual's veterans' benefits  
37 matter, compensation for services rendered before the date on  
38 which a notice of disagreement, decision review, or appeal is filed,  
39 whichever occurs first.

40 (b) A person may receive with respect to an individual's  
41 veterans' benefits matter, compensation for services provided for  
42 proceedings before a court.



4                   **Sec. 9. A violation of this chapter constitutes a deceptive act**  
5                   **under IC 24-5-0.5.**

6           **Sec. 10. A violation of this chapter in connection with a senior**  
7           **customer (as defined in IC 24-4.6-6-3(5)) constitutes a violation**  
8           **under IC 24-4.6-6.**

9        Sec. 11. If any clause, sentence, paragraph, or part of this  
10      chapter or the application thereof is determined by any court of  
11      competent jurisdiction to be invalid, the judgment shall not affect,  
12      impair, or invalidate the remainder of the chapter, but shall be  
13      confined in its operation to the clause, sentence, paragraph, or part  
14      directly involved in the controversy in which the judgment shall be  
15      been rendered.

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

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

24 (1) return property or assets improperly obtained, controlled, or  
25 used; and

26 (2) reimburse the senior consumer for any damages incurred or  
27 for the value of the property or assets lost as a result of the  
28 violation or violations of this chapter.

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

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

33 (A) payment of two (2) times the amount of damages  
34 incurred or value of property or assets lost; and  
35 (B) payment of a civil penalty not exceeding five thousand  
36 dollars (\$5,000).

37 (2) For knowing violations committed by a person in a position  
38 of trust and confidence:

39 (A) payment of treble damages; and  
40 (B) payment of a civil penalty not exceeding ten thousand  
41 dollars (\$10,000).

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

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1 consumer that prevails in an action under this section. Actual damages  
 2 awarded to a person under this section have priority over any civil  
 3 penalty imposed under this chapter.

4 (e) The burden of proof in proving that a person committed  
 5 financial exploitation of a senior consumer under section 4 of this  
 6 chapter is by a preponderance of the evidence.

7 (f) The attorney general may bring an action to enjoin an alleged  
 8 commission of financial exploitation of a senior consumer, **including**  
 9 **conduct in violation of IC 10-17-16**, and may petition the court to  
 10 freeze the assets of the person allegedly committing financial  
 11 exploitation of a senior consumer in an amount equal to but not greater  
 12 than the alleged value of lost property or assets for purposes of  
 13 restoring to the victim the value of the lost property or assets. The  
 14 burden of proof required to freeze the assets of a person allegedly  
 15 committing financial exploitation of a senior consumer is by a  
 16 preponderance of the evidence. In addition, the court may:

17 (1) issue an injunction;  
 18 (2) order the person to make payment of the money unlawfully  
 19 received from the senior consumer or senior consumers, to be  
 20 held in escrow for distribution to the aggrieved senior consumer  
 21 or senior consumers;  
 22 (3) for knowing violations, increase the amount of restitution  
 23 ordered under subdivision (2) in any amount up to three (3)  
 24 times the amount of damages incurred or value of property or  
 25 assets lost;  
 26 (4) order the person to pay to the state the reasonable costs of the  
 27 attorney general's investigation and prosecution related to the  
 28 action;  
 29 (5) provide for the appointment of a receiver;  
 30 (6) for knowing violations by a person who is not in a position of  
 31 trust and confidence, order the person to pay a civil penalty of up  
 32 to five thousand dollars (\$5,000) per violation; and  
 33 (7) for knowing violations by a person in a position of trust and  
 34 confidence, order the person to pay a civil penalty of up to ten  
 35 thousand dollars (\$10,000) per violation.

36 (g) In an action under subsection (a) or (f), the court may void or  
 37 limit the application of contracts or clauses resulting from the financial  
 38 exploitation.

39 (h) In an action under subsection (a), upon the filing of the  
 40 complaint or on the appearance of any defendant, claimant, or other  
 41 party, or at any later time, the trial court, the supreme court, or the court



1 of appeals may require the plaintiff, defendant, claimant, or other party  
 2 or parties to give security, or additional security, in a sum the court  
 3 directs to pay all costs, expenses, and disbursements that are awarded  
 4 against that party or that the party may be directed to pay by any  
 5 interlocutory order, by the final judgment, or on appeal.

6 (i) Any person who violates the terms of an injunction issued  
 7 under subsection (f) shall forfeit and pay to the state a civil penalty of  
 8 not more than fifteen thousand dollars (\$15,000) per violation. For the  
 9 purposes of this section, the court issuing the injunction shall retain  
 10 jurisdiction, the cause shall be continued, and the attorney general  
 11 acting in the name of the state may petition for recovery of civil  
 12 penalties. Whenever the court determines that an injunction issued  
 13 under subsection (f) has been violated, the court shall award reasonable  
 14 costs to the state.

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

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

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

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

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

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

40 (5) That replacement or repair constituting the subject of a  
 41 consumer transaction is needed, if it is not and if the supplier



1 knows or should reasonably know that it is not.

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

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

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

13 (9) That the consumer will receive a rebate, discount, or other  
14 benefit as an inducement for entering into a sale or lease in  
15 return for giving the supplier the names of prospective  
16 consumers or otherwise helping the supplier to enter into other  
17 consumer transactions, if earning the benefit, rebate, or discount  
18 is contingent upon the occurrence of an event subsequent to the  
19 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.

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

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

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

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

40 clause (A);  
41 (C) the total cost for services and parts for a single

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1 transaction is more than seven hundred fifty dollars (\$750);  
2 and  
3 (D) the supplier knew or reasonably should have known that  
4 the cost would exceed the estimate in the amounts specified  
5 in clause (A).

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

10 (A) the customer has been notified that the work has been  
11 completed; and  
12 (B) the part repaired or replaced has been made available  
13 for examination upon the request of the customer.

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

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

22 (A) the name misrepresents the supplier's geographic  
23 location;  
24 (B) the listing fails to identify the locality and state of the  
25 supplier's business;  
26 (C) calls to the local telephone number are routinely  
27 forwarded or otherwise transferred to a supplier's business  
28 location that is outside the calling area covered by the local  
29 telephone directory; and  
30 (D) the supplier's business location is located in a county  
31 that is not contiguous to a county in the calling area covered  
32 by the local telephone directory.

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

36 (A) the name misrepresents the supplier's geographic  
37 location;  
38 (B) calls to the local telephone number are routinely  
39 forwarded or otherwise transferred to a supplier's business  
40 location that is outside the local calling area; and  
41 (C) the supplier's business location is located in a county

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1 (34) A violation of IC 24-5-26 (concerning identity theft), as set  
2 forth in IC 24-5-26-3.  
3 (35) A violation of IC 24-5.5 (concerning mortgage rescue  
4 fraud), as set forth in IC 24-5.5-6-1.  
5 (36) A violation of IC 24-8 (concerning promotional gifts and  
6 contests), as set forth in IC 24-8-6-3.  
7 (37) A violation of IC 21-18.5-6 (concerning representations  
8 made by a postsecondary credit bearing proprietary educational  
9 institution), as set forth in IC 21-18.5-6-22.5.  
10 (38) A violation of IC 24-5-15.5 (concerning collection actions  
11 of a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.  
12 (39) A violation of IC 24-14 (concerning towing services), as set  
13 forth in IC 24-14-10-1.  
14 (40) A violation of IC 24-5-14.5 (concerning misleading or  
15 inaccurate caller identification information), as set forth in  
16 IC 24-5-14.5-12.  
17 (41) A violation of IC 24-5-27 (concerning intrastate inmate  
18 calling services), as set forth in IC 24-5-27-27.  
19 (42) A violation of IC 15-21 (concerning sales of dogs by retail  
20 pet stores), as set forth in IC 15-21-7-4.  
21 (43) A violation of IC 24-4-23 (concerning the security of  
22 information collected and transmitted by an adult oriented  
23 website operator), as set forth in IC 24-4-23-14.  
24 **(44) A violation of IC 10-17-16 (concerning the prohibition  
25 of receiving compensation for assisting a person in obtaining  
26 veterans' benefits).**  
27 (c) Any representations on or within a product or its packaging or  
28 in advertising or promotional materials which would constitute a  
29 deceptive act shall be the deceptive act both of the supplier who places  
30 such representation thereon or therein, or who authored such materials,  
31 and such other suppliers who shall state orally or in writing that such  
32 representation is true if such other supplier shall know or have reason  
33 to know that such representation was false.  
34 (d) If a supplier shows by a preponderance of the evidence that an  
35 act resulted from a bona fide error notwithstanding the maintenance of  
36 procedures reasonably adopted to avoid the error, such act shall not be  
37 deceptive within the meaning of this chapter.  
38 (e) It shall be a defense to any action brought under this chapter  
39 that the representation constituting an alleged deceptive act was one  
40 made in good faith by the supplier without knowledge of its falsity and  
41 in reliance upon the oral or written representations of the manufacturer,

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1       the person from whom the supplier acquired the product, any testing  
2       organization, or any other person provided that the source thereof is  
3       disclosed to the consumer.

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

9       (g) For purposes of subsection (b)(15) and (b)(16), a telephone  
10      company or other provider of a telephone directory or directory  
11      assistance service or its officer or agent is immune from liability for  
12      publishing the listing of an alternate business name or assumed  
13      business name of a supplier in its directory or directory assistance data  
14      base unless the telephone company or other provider of a telephone  
15      directory or directory assistance service is the same person as the  
16      supplier who has committed the deceptive act.

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

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