

HOUSE BILL No. 1060

DIGEST OF INTRODUCED BILL

Citations Affected: IC 24-4-9-13.

Synopsis: Liability for rental car theft. Removes from the list of provisions that may be included in a motor vehicle rental agreement a rebuttable presumption that a motor vehicle renter is not liable, in certain circumstances, for losses incurred by the rental company related to theft of the motor vehicle.

Effective: July 1, 2018.

Mahan

January 3, 2018, read first time and referred to Committee on Judiciary.



Second Regular Session of the 120th General Assembly (2018)

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 2017 Regular Session of the General Assembly.

HOUSE BILL No. 1060

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

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

1 SECTION 1. IC 24-4-9-13, AS AMENDED BY P.L.126-2015,
2 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
3 JULY 1, 2018]: Sec. 13. A rental company and renter may agree that
4 the renter will be responsible for no more than all of the following:
5 (1) Physical damage to the rented vehicle up to its fair market
6 value regardless of the cause of damage.
7 (2) Mechanical damage to the rental vehicle, up to and including
8 the rental vehicle's fair market value, resulting from:
9 (A) a collision;
10 (B) an impact; or
11 (C) another incident that is caused by the renter's or authorized
12 driver's deliberate act.
13 (3) Loss due to theft of the rental vehicle up to its fair market
14 value. ~~However, the renter shall be presumed to have no liability~~
15 ~~for any loss due to theft if the renter or authorized driver:~~
16 (A) has possession of the ignition key furnished by the rental
17 company or establishes that the ignition key furnished by the



- 1 rental company was not in the vehicle at the time of the theft;
2 and
3 (B) files an official report of the theft with the police or other
4 law enforcement agency within twenty-four (24) hours of
5 learning of the theft and reasonably cooperates with the rental
6 company; police; and other law enforcement agency in
7 providing information concerning the theft.
8 The presumption set forth in this subdivision is a presumption
9 affecting the burden of proof; which the rental company may
10 rebut by establishing that a renter or other authorized driver
11 committed or aided and abetted in the commission of the theft.
12 (4) Physical damage to the rented vehicle up to its fair market
13 value resulting from vandalism occurring after, or in connection
14 with, the theft of the rented vehicle. However, the renter is
15 presumed to have no liability for any loss due to vandalism if the
16 renter or authorized driver:
17 (A) has possession of the ignition key furnished by the rental
18 company or establishes that the ignition key furnished by the
19 rental company was not in the vehicle at the time of the
20 vandalism; and
21 (B) files an official report of the vandalism with the police or
22 other law enforcement agency within twenty-four (24) hours
23 of learning of the vandalism and reasonably cooperates with
24 the rental company; police; and other law enforcement agency
25 in providing information concerning the vandalism.
26 The presumption set forth in this subdivision is a presumption
27 affecting the burden of proof; which the rental company may
28 rebut by establishing that a renter or other authorized driver
29 committed or aided and abetted in the commission of the
30 vandalism.
31 (5) Physical damage to the rented vehicle and loss of use of the
32 rented vehicle up to its fair market value resulting from vandalism
33 unrelated to the theft of the rented vehicle.
34 (6) Loss of use of the rented vehicle, if the renter is liable for
35 damage.
36 (7) Actual charges for towing, storage, and impoundment fees
37 paid by the rental company, if the renter is liable for damage.
38 (8) Reasonable attorney's fees related to the enforcement of the
39 rental agreement.
40 (9) An administrative charge.
41 (10) The cost of appraisal and all other costs and expenses
42 incident to the damage, loss, loss of use, repair, or replacement of



1 the rented vehicle.

