

HOUSE BILL No. 1183

DIGEST OF INTRODUCED BILL

Citations Affected: IC 9-22-1-8; IC 9-33-1-1; IC 24-5-0.5-3; IC 24-14.

Synopsis: Towing services. Amends the statute concerning the release of an abandoned motor vehicle that has been towed to a storage yard or towing facility as follows: (1) Provides inspection rights for owners and lienholders. (2) Requires a towing service or storage yard to: (A) provide an itemized receipt upon payment; and (B) meet certain requirements as to: (i) hours of operation; and (ii) receiving and returning telephone calls. Includes lienholders in the statutory definition of "owner". Makes the following changes to the statute concerning a public agency's or towing service's duty to notify the owner that an abandoned vehicle has been removed to a storage yard or towing service: (1) Provides that the required notice shall also be provided to the insurer of the vehicle, if: (A) the insurer is known; and (B) the vehicle is covered by an active insurance policy. (2) Specifies additional information that must be included in the notice. (3) Specifies
(Continued next page)

Effective: July 1, 2019.

Lehman, Mahan, Austin

January 8, 2019, read first time and referred to Committee on Roads and Transportation.



Digest Continued

a public agency's or towing service's duties with respect to vehicles owned by a corporation or another business entity. Creates a new article in the Indiana Code to establish certain requirements for towing companies that engage in, or offer to engage in, the business of providing towing service in Indiana, including provisions concerning the following: (1) Emergency towing. (2) Private property towing. (3) Estimates and invoices for towing services. (4) Releasing towed motor vehicles. (5) Prohibited acts by towing companies and storage facilities. Provides that a person who violates these new provisions commits a deceptive act that is: (1) actionable under; and (2) subject to the penalties and remedies set forth in; the statute governing deceptive consumer sales. Provides that the attorney general: (1) shall receive, and may investigate, complaints alleging violations of the new provisions; and (2) after finding that a violation has occurred, may take appropriate action under the statute governing deceptive consumer sales. Authorizes the attorney general to adopt rules to implement the new provisions.



Introduced

First Regular Session of the 121st General Assembly (2019)

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 2018 Regular and Special Session of the General Assembly.

HOUSE BILL No. 1183

A BILL FOR AN ACT to amend the Indiana Code concerning motor vehicles.

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

1 SECTION 1. IC 9-22-1-8, AS AMENDED BY P.L.125-2012,
2 SECTION 117, IS AMENDED TO READ AS FOLLOWS
3 [EFFECTIVE JULY 1, 2019]: Sec. 8. **(a) Subject to subsection (b)**, if
4 the properly identified person who owns or holds a lien on a vehicle
5 appears at the site of storage before disposal of the vehicle or parts and
6 pays all costs incurred against the vehicle or parts at that time, the
7 vehicle or parts shall be released.
8 **(b) An owner, a lienholder, or an insurance company**
9 **representative has the right to inspect a vehicle during regular**
10 **office hours. An inspection fee may not be charged if the inspection**
11 **occurs during regular office hours.**
12 **(c) A towing service or storage yard must accept payment made**
13 **by any of the following means from a person seeking to release a**
14 **vehicle under this section:**
15 **(1) Cash.**



- 1 **(2) Certified check.**
 2 **(3) Credit card.**
 3 **(4) Debit card.**
 4 **(5) Insurance check.**
 5 **(6) Money order.**
 6 **(d) Upon receiving payment of all costs relating to a tow, a**
 7 **towing service or storage yard shall provide to the person making**
 8 **payment an itemized receipt that includes the information set forth**
 9 **in IC 24-14-5-1(d), to the extent the information is known or**
 10 **available.**
 11 **(e) A towing service or storage yard must be open for business**
 12 **and accessible by telephone during regular office hours. A towing**
 13 **service or storage yard must provide a telephone number that is**
 14 **available on a twenty-four (24) hour basis to receive calls and**
 15 **messages from callers, including calls made outside of regular**
 16 **office hours. All calls made to a towing service or storage yard**
 17 **must be returned within twenty-four (24) hours from the time**
 18 **received. However, if adverse weather, an act of God, or an**
 19 **emergency situation over which the towing service or storage yard**
 20 **has no control prevents the towing service or storage yard from**
 21 **returning calls within twenty-four (24) hours, the towing service or**
 22 **storage yard shall return all calls received as quickly as possible.**
 23 **(f) A towing service or storage yard shall notify the appropriate**
 24 **public agency of all releases under this section. The notification must**
 25 **include:**
 26 **(1) the name ~~signature~~, and address of:**
 27 **(A) the person that owns or holds a lien on the vehicle; and**
 28 **(B) the insurance company that insures the vehicle, if the**
 29 **vehicle was released to a representative of the insurance**
 30 **company;**
 31 **(2) the signature of the individual to whom the vehicle was**
 32 **released;**
 33 **(3) a description of the vehicle or parts;**
 34 **(4) costs paid; and**
 35 **(5) the date of release.**
 36 SECTION 2. IC 9-33-1-1, AS AMENDED BY P.L.198-2016,
 37 SECTION 630, IS AMENDED TO READ AS FOLLOWS
 38 [EFFECTIVE JULY 1, 2019]: Sec. 1. This article applies to the
 39 following:
 40 (1) Actions taken under a court order.
 41 (2) Actions required under IC 9-24-2-1, IC 9-24-2-2, or
 42 IC 9-24-2-4.



- 1 (3) Actions required under IC 9-24-6 (before its repeal on July 1,
2 2016).
3 (4) Actions required under IC 9-24-6.5-6(c) (before its repeal on
4 July 1, 2016).
5 (5) Actions taken under IC 9-24-6.1.
6 (6) Actions required under IC 9-25.
7 (7) Actions taken under IC 9-28.
8 (8) Actions required under IC 9-30.
9 (9) Refunds claimed after June 30, 2016, of fees imposed by the
10 bureau.

11 **(10) Actions taken under IC 9-22-1-4.**

12 SECTION 3. IC 24-5-0.5-3, AS AMENDED BY P.L.170-2017,
13 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
14 JULY 1, 2019]: Sec. 3. (a) A supplier may not commit an unfair,
15 abusive, or deceptive act, omission, or practice in connection with a
16 consumer transaction. Such an act, omission, or practice by a supplier
17 is a violation of this chapter whether it occurs before, during, or after
18 the transaction. An act, omission, or practice prohibited by this section
19 includes both implicit and explicit misrepresentations.

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

- 24 (1) That such subject of a consumer transaction has sponsorship,
25 approval, performance, characteristics, accessories, uses, or
26 benefits it does not have which the supplier knows or should
27 reasonably know it does not have.
28 (2) That such subject of a consumer transaction is of a particular
29 standard, quality, grade, style, or model, if it is not and if the
30 supplier knows or should reasonably know that it is not.
31 (3) That such subject of a consumer transaction is new or unused,
32 if it is not and if the supplier knows or should reasonably know
33 that it is not.
34 (4) That such subject of a consumer transaction will be supplied
35 to the public in greater quantity than the supplier intends or
36 reasonably expects.
37 (5) That replacement or repair constituting the subject of a
38 consumer transaction is needed, if it is not and if the supplier
39 knows or should reasonably know that it is not.
40 (6) That a specific price advantage exists as to such subject of a
41 consumer transaction, if it does not and if the supplier knows or
42 should reasonably know that it does not.



- 1 (7) That the supplier has a sponsorship, approval, or affiliation in
2 such consumer transaction the supplier does not have, and which
3 the supplier knows or should reasonably know that the supplier
4 does not have.
- 5 (8) That such consumer transaction involves or does not involve
6 a warranty, a disclaimer of warranties, or other rights, remedies,
7 or obligations, if the representation is false and if the supplier
8 knows or should reasonably know that the representation is false.
- 9 (9) That the consumer will receive a rebate, discount, or other
10 benefit as an inducement for entering into a sale or lease in return
11 for giving the supplier the names of prospective consumers or
12 otherwise helping the supplier to enter into other consumer
13 transactions, if earning the benefit, rebate, or discount is
14 contingent upon the occurrence of an event subsequent to the time
15 the consumer agrees to the purchase or lease.
- 16 (10) That the supplier is able to deliver or complete the subject of
17 the consumer transaction within a stated period of time, when the
18 supplier knows or should reasonably know the supplier could not.
19 If no time period has been stated by the supplier, there is a
20 presumption that the supplier has represented that the supplier
21 will deliver or complete the subject of the consumer transaction
22 within a reasonable time, according to the course of dealing or the
23 usage of the trade.
- 24 (11) That the consumer will be able to purchase the subject of the
25 consumer transaction as advertised by the supplier, if the supplier
26 does not intend to sell it.
- 27 (12) That the replacement or repair constituting the subject of a
28 consumer transaction can be made by the supplier for the estimate
29 the supplier gives a customer for the replacement or repair, if the
30 specified work is completed and:
- 31 (A) the cost exceeds the estimate by an amount equal to or
32 greater than ten percent (10%) of the estimate;
- 33 (B) the supplier did not obtain written permission from the
34 customer to authorize the supplier to complete the work even
35 if the cost would exceed the amounts specified in clause (A);
- 36 (C) the total cost for services and parts for a single transaction
37 is more than seven hundred fifty dollars (\$750); and
- 38 (D) the supplier knew or reasonably should have known that
39 the cost would exceed the estimate in the amounts specified in
40 clause (A).
- 41 (13) That the replacement or repair constituting the subject of a
42 consumer transaction is needed, and that the supplier disposes of



- 1 the part repaired or replaced earlier than seventy-two (72) hours
 2 after both:
- 3 (A) the customer has been notified that the work has been
 4 completed; and
- 5 (B) the part repaired or replaced has been made available for
 6 examination upon the request of the customer.
- 7 (14) Engaging in the replacement or repair of the subject of a
 8 consumer transaction if the consumer has not authorized the
 9 replacement or repair, and if the supplier knows or should
 10 reasonably know that it is not authorized.
- 11 (15) The act of misrepresenting the geographic location of the
 12 supplier by listing an alternate business name or an assumed
 13 business name (as described in IC 23-0.5-3-4) in a local telephone
 14 directory if:
- 15 (A) the name misrepresents the supplier's geographic location;
 16 (B) the listing fails to identify the locality and state of the
 17 supplier's business;
- 18 (C) calls to the local telephone number are routinely forwarded
 19 or otherwise transferred to a supplier's business location that
 20 is outside the calling area covered by the local telephone
 21 directory; and
- 22 (D) the supplier's business location is located in a county that
 23 is not contiguous to a county in the calling area covered by the
 24 local telephone directory.
- 25 (16) The act of listing an alternate business name or assumed
 26 business name (as described in IC 23-0.5-3-4) in a directory
 27 assistance data base if:
- 28 (A) the name misrepresents the supplier's geographic location;
 29 (B) calls to the local telephone number are routinely forwarded
 30 or otherwise transferred to a supplier's business location that
 31 is outside the local calling area; and
- 32 (C) the supplier's business location is located in a county that
 33 is not contiguous to a county in the local calling area.
- 34 (17) The violation by a supplier of IC 24-3-4 concerning
 35 cigarettes for import or export.
- 36 (18) The act of a supplier in knowingly selling or reselling a
 37 product to a consumer if the product has been recalled, whether
 38 by the order of a court or a regulatory body, or voluntarily by the
 39 manufacturer, distributor, or retailer, unless the product has been
 40 repaired or modified to correct the defect that was the subject of
 41 the recall.
- 42 (19) The violation by a supplier of 47 U.S.C. 227, including any



- 1 rules or regulations issued under 47 U.S.C. 227.
2 (20) The violation by a supplier of the federal Fair Debt
3 Collection Practices Act (15 U.S.C. 1692 et seq.), including any
4 rules or regulations issued under the federal Fair Debt Collection
5 Practices Act (15 U.S.C. 1692 et seq.).
6 (21) A violation of IC 24-5-7 (concerning health spa services), as
7 set forth in IC 24-5-7-17.
8 (22) A violation of IC 24-5-8 (concerning business opportunity
9 transactions), as set forth in IC 24-5-8-20.
10 (23) A violation of IC 24-5-10 (concerning home consumer
11 transactions), as set forth in IC 24-5-10-18.
12 (24) A violation of IC 24-5-11 (concerning real property
13 improvement contracts), as set forth in IC 24-5-11-14.
14 (25) A violation of IC 24-5-12 (concerning telephone
15 solicitations), as set forth in IC 24-5-12-23.
16 (26) A violation of IC 24-5-13.5 (concerning buyback motor
17 vehicles), as set forth in IC 24-5-13.5-14.
18 (27) A violation of IC 24-5-14 (concerning automatic
19 dialing-announcing devices), as set forth in IC 24-5-14-13.
20 (28) A violation of IC 24-5-15 (concerning credit services
21 organizations), as set forth in IC 24-5-15-11.
22 (29) A violation of IC 24-5-16 (concerning unlawful motor
23 vehicle subleasing), as set forth in IC 24-5-16-18.
24 (30) A violation of IC 24-5-17 (concerning environmental
25 marketing claims), as set forth in IC 24-5-17-14.
26 (31) A violation of IC 24-5-19 (concerning deceptive commercial
27 solicitation), as set forth in IC 24-5-19-11.
28 (32) A violation of IC 24-5-21 (concerning prescription drug
29 discount cards), as set forth in IC 24-5-21-7.
30 (33) A violation of IC 24-5-23.5-7 (concerning real estate
31 appraisals), as set forth in IC 24-5-23.5-9.
32 (34) A violation of IC 24-5-26 (concerning identity theft), as set
33 forth in IC 24-5-26-3.
34 (35) A violation of IC 24-5.5 (concerning mortgage rescue fraud),
35 as set forth in IC 24-5.5-6-1.
36 (36) A violation of IC 24-8 (concerning promotional gifts and
37 contests), as set forth in IC 24-8-6-3.
38 (37) A violation of IC 21-18.5-6 (concerning representations
39 made by a postsecondary credit bearing proprietary educational
40 institution), as set forth in IC 21-18.5-6-22.5.
41 **(38) A violation of IC 24-14 (concerning towing services), as**
42 **set forth in IC 24-14-11-1.**



1 (c) Any representations on or within a product or its packaging or
 2 in advertising or promotional materials which would constitute a
 3 deceptive act shall be the deceptive act both of the supplier who places
 4 such representation thereon or therein, or who authored such materials,
 5 and such other suppliers who shall state orally or in writing that such
 6 representation is true if such other supplier shall know or have reason
 7 to know that such representation was false.

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

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

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

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

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

36 SECTION 4. IC 24-14 IS ADDED TO THE INDIANA CODE AS
 37 A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1,
 38 2019]:

39 **ARTICLE 14. TOWING SERVICES**

40 **Chapter 1. Application**

41 **Sec. 1. (a) This article applies to any person engaging in, or**
 42 **offering to engage in, the business of providing towing service in**



- 1 **Indiana.**
 2 **(b) This article does not apply to the towing of motor vehicles:**
 3 **(1) into Indiana; or**
 4 **(2) through Indiana;**
 5 **if the towing originates in another state.**
 6 **Sec. 2. This article does not apply to the following:**
 7 **(1) Government agency towing.**
 8 **(2) Seizure towing.**
 9 **(3) Towing performed by or on the behalf of an automobile**
 10 **club.**
 11 **(4) Towing performed by or on the behalf of a car dealership.**
 12 **(5) Towing performed by or on the behalf of an insurance**
 13 **company.**
 14 **Sec. 3. This article does not supersede or nullify a towing**
 15 **company's or any other person's rights, duties, or obligations**
 16 **under the following:**
 17 **(1) IC 24-4-6-2.**
 18 **(2) IC 9-22-1.**
 19 **(3) IC 9-22-6.**
 20 **Chapter 2. Definitions**
 21 **Sec. 1. The definitions in this chapter apply throughout this**
 22 **article.**
 23 **Sec. 2. "Affiliate" has the meaning set forth in IC 23-1-43-1.**
 24 **Sec. 3. (a) "Automobile club" means a person that, for**
 25 **consideration, promises to assist its members or subscribers in**
 26 **matters relating to:**
 27 **(1) motor travel; or**
 28 **(2) the operation, use, or maintenance of a motor vehicle;**
 29 **by supplying services, which may include towing service,**
 30 **emergency road service, or indemnification service.**
 31 **(b) The term includes:**
 32 **(1) a motor vehicle dealer; or**
 33 **(2) an insurance company;**
 34 **operating as an automobile club to provide any of the services**
 35 **described in subsection (a).**
 36 **Sec. 4. "Emergency towing" means the towing of a motor**
 37 **vehicle, with or without the owner's consent, because of:**
 38 **(1) a motor vehicle accident on a public street, road, or**
 39 **highway; or**
 40 **(2) an incident:**
 41 **(A) related to an emergency; and**
 42 **(B) necessitating the removal of the motor vehicle from a**



- 1 location for public safety reasons.
- 2 **Sec. 5. "Flat bed service"** means a type of towing service that
- 3 involves moving vehicles by loading them onto a flat bed platform.
- 4 **Sec. 6. "Government agency towing"** means the towing of a
- 5 government owned or government controlled vehicle by the
- 6 government agency that owns or controls the towed vehicle.
- 7 **Sec. 7. "Local law enforcement agency"** has the meaning set
- 8 forth in IC 9-26-9-2.
- 9 **Sec. 8. (a) "Law enforcement towing"** means the towing of a
- 10 motor vehicle for law enforcement purposes.
- 11 **(b) The term includes towing for law enforcement purposes that**
- 12 **is performed by a towing company:**
- 13 **(1) under a contract with the state, a local unit, or a local law**
- 14 **enforcement agency of the state or local unit; or**
- 15 **(2) on behalf of the state, a local unit, or a local law**
- 16 **enforcement agency of the state or local unit.**
- 17 **(c) The term does not include seizure towing.**
- 18 **Sec. 9. "Motor vehicle"** means any vehicle that:
- 19 **(1) is manufactured primarily for use on public streets, roads,**
- 20 **and highways (not including a vehicle operated exclusively on**
- 21 **a rail or rails); and**
- 22 **(2) has at least four (4) wheels.**
- 23 **Sec. 10. "Owner", with respect to a motor vehicle, means any of**
- 24 **the following, as determined by a search under IC 9-22-1-19:**
- 25 **(1) The person to whom a motor vehicle is registered.**
- 26 **(2) A person that holds a lien on the motor vehicle.**
- 27 **(3) The person to whom a motor vehicle is leased, if the terms**
- 28 **of the lease require the lessee to maintain and repair the**
- 29 **motor vehicle.**
- 30 **(4) In the case of a motor vehicle rented under a rental**
- 31 **agreement (as defined in IC 24-4-9-5), the rental company.**
- 32 **Sec. 11. "Private property towing"** means the towing of a motor
- 33 **vehicle, without the owner's consent:**
- 34 **(1) from private property on which the motor vehicle was**
- 35 **illegally parked; or**
- 36 **(2) from private property because of an exigent circumstance**
- 37 **necessitating its removal;**
- 38 **to another location.**
- 39 **Sec. 12. "Rental company"** has the meaning set forth in
- 40 **IC 24-4-9-7.**
- 41 **Sec. 13. "Seizure towing"** means the towing of a motor vehicle
- 42 **for law enforcement purposes involving:**



1 (1) the maintenance of the chain of custody of evidence; or

2 (2) the forfeiture of assets.

3 Sec. 14. (a) "Storage facility" means any:

4 (1) lot;

5 (2) facility; or

6 (3) other property;

7 used to store motor vehicles that have been removed from another
8 location by a tow truck.

9 (b) The term includes a storage yard (as defined in
10 IC 9-22-1-3.5).

11 Sec. 15. "Tow truck" means a motor vehicle equipped to
12 provide any form of towing service, including recovery service or
13 flat bed service.

14 Sec. 16. "Tow truck operator" means an individual who
15 operates a tow truck as an employee or agent of a towing company.

16 Sec. 17. (a) "Towing company" means a service or business
17 that:

18 (1) tows or otherwise moves motor vehicles by means of a tow
19 truck; or

20 (2) owns or operates a storage lot.

21 (b) The term includes a tow truck operator acting on behalf of
22 a towing company when appropriate in the context.

23 (c) The term does not include the following:

24 (1) An automobile club.

25 (2) A car dealership.

26 (3) An insurance company.

27 Chapter 3. Emergency Towing

28 Sec. 1. This chapter applies to a towing company that engages
29 in, or offers to engage in, emergency towing.

30 Sec. 2. (a) Except as provided in subsection (b), a towing
31 company shall not stop, or cause a person to stop, at the scene of an
32 accident or near a disabled motor vehicle:

33 (1) if there is an injury as the result of an accident; or

34 (2) for the purpose of:

35 (A) soliciting an engagement for emergency towing
36 services;

37 (B) moving a motor vehicle from a public street, road, or
38 highway; or

39 (C) accruing charges in connection with an activity
40 described in clause (A) or (B).

41 (b) A towing company may stop, or cause a person to stop, at the
42 scene of an accident or near a disabled motor vehicle under the



- 1 circumstances or for any of the purposes described in subsection
- 2 (a) if:
- 3 (1) the towing company is requested to stop or to perform a
- 4 towing service by a law enforcement officer or by authorized
- 5 state, county, or municipal personnel;
- 6 (2) the towing company is summoned to the scene or
- 7 requested to stop by the owner or operator of a disabled
- 8 vehicle;
- 9 (3) the owner of a disabled motor vehicle has previously
- 10 provided consent to the towing company to stop or perform
- 11 a towing service; or
- 12 (4) the towing company has a reasonable belief that a motorist
- 13 is in need of immediate aid.

14 However, a towing company may not offer towing services under
 15 subdivision (4) unless one of the conditions described in
 16 subdivisions (1) through (3) are also met.

17 Sec. 3. (a) Except as provided in subsections (b) and (c), the
 18 owner or operator of a disabled motor vehicle may, in consultation
 19 with law enforcement or with authorized state, county, or
 20 municipal personnel (if appropriate):

- 21 (1) summon to the disabled motor vehicle's location the
- 22 towing company of the owner's or operator's choice, either
- 23 directly or through an insurance company's or an automobile
- 24 club's emergency service arrangement; and
- 25 (2) designate the location to which the disabled motor vehicle
- 26 is to be towed.

27 However, if the location designated by the owner or operator is not
 28 a storage facility owned or operated by the towing company, the
 29 owner or operator must make arrangements for payment to the
 30 towing company at the time the towing company is summoned. The
 31 fee charged by the towing company may not be more than
 32 normally charged by the towing company for the service provided.

- 33 (b) Subsection (a) does not apply:
- 34 (1) in any case in which the owner or operator of a disabled
- 35 motor vehicle:
- 36 (A) is incapacitated or otherwise unable to summon a
- 37 towing company; or
- 38 (B) defers to law enforcement or to authorized state,
- 39 county, or municipal personnel as to:
- 40 (i) the towing company to be summoned; or
- 41 (ii) the location to which the disabled motor vehicle is to
- 42 be towed; or



- 1 **(2) in the event of a declared emergency.**
 2 **(c) The authority of an owner or operator of a disabled vehicle**
 3 **to summon the towing company of the owner's or operator's choice**
 4 **under subsection (a) shall be superseded by a law enforcement**
 5 **officer or by authorized state, county, or municipal personnel if the**
 6 **towing company of choice of the owner or operator:**
 7 **(1) is unable to respond to the location of the disabled motor**
 8 **vehicle in a timely fashion; and**
 9 **(2) the disabled motor vehicle:**
 10 **(A) is a hazard;**
 11 **(B) impedes the flow of traffic; or**
 12 **(C) may not legally remain in its location;**
 13 **in the opinion of the law enforcement officer or authorized**
 14 **state, county, or municipal personnel.**
 15 **Sec. 4. If a disabled motor vehicle:**
 16 **(1) is causing; or**
 17 **(2) poses;**
 18 **a safety hazard to any of the parties at the scene of the disabled**
 19 **motor vehicle, the disabled motor vehicle may be moved by a**
 20 **towing company to a safe location after being released by a law**
 21 **enforcement officer or by authorized state, county, or municipal**
 22 **personnel for that purpose.**
 23 **Sec. 5. (a) If a towing company is summoned for emergency**
 24 **towing by the owner or operator of a disabled motor vehicle, the**
 25 **towing company shall make a record of the following, to the extent**
 26 **available:**
 27 **(1) The:**
 28 **(A) first and last name; and**
 29 **(B) telephone number;**
 30 **of the person who summoned the towing company to the**
 31 **scene.**
 32 **(2) The make, model, year, vehicle identification number, and**
 33 **license plate number of the disabled motor vehicle.**
 34 **(b) If a towing company is summoned for emergency towing by**
 35 **a law enforcement officer or by authorized state, county, or**
 36 **municipal personnel, the towing company shall make a record of**
 37 **the following, to the extent available:**
 38 **(1) The identity of:**
 39 **(A) the local law enforcement agency; or**
 40 **(B) the authorized state, county, or municipal agency;**
 41 **requesting the emergency towing.**
 42 **(2) The make, model, year, vehicle identification number, and**



1 license plate number of the disabled motor vehicle.

2 (c) A towing company:

3 (1) shall:

4 (A) maintain a record created under subsection (a) or (b);
5 and

6 (B) provide a record created under subsection (a) or (b) to
7 a local law enforcement agency upon request;
8 from the time the towing company appears at the scene of the
9 disabled motor vehicle until the time the motor vehicle is
10 towed and released to an authorized party; and

11 (2) shall:

12 (A) retain a record created under subsection (a) or (b) for
13 a period of two (2) years from the date the disabled vehicle
14 was towed from the scene; and

15 (B) throughout the two (2) year period described in clause
16 (A), make the record available for inspection and copying,
17 not later than two (2) business days after receiving a
18 written request for inspection from:

19 (i) a local law enforcement agency;

20 (ii) the attorney general;

21 (iii) the disabled motor vehicle's owner; or

22 (iv) an authorized agent of the disabled motor vehicle's
23 owner.

24 **Sec. 6. A towing company that performs emergency towing**
25 **under this chapter shall do the following:**

26 (1) Properly secure all towed motor vehicles.

27 (2) Create photographic or video documentation of:

28 (A) vehicle damage, if applicable;

29 (B) debris, if applicable;

30 (C) damaged cargo or property, as applicable; and

31 (D) any object, structure, person, or condition that
32 interfered with or complicated the vehicular recovery
33 process.

34 (3) Take all reasonable efforts to prevent:

35 (A) further damage (including weather damage) to; or

36 (B) the theft of;

37 all towed motor vehicles, including a motor vehicle's cargo
38 and contents.

39 **Chapter 4. Private Property Towing**

40 **Sec. 1. (a) This chapter applies to a towing company that**
41 **engages in, or offers to engage in, private commercial property**
42 **towing.**



1 **(b) This chapter does not apply to the towing of a motor vehicle**
 2 **from a tow-away zone that is not located on commercial private**
 3 **property.**

4 **Sec. 2. The owner of a commercial private property may**
 5 **establish a tow-away zone on the owner's property. A commercial**
 6 **private property owner that establishes a tow-away zone under this**
 7 **section must post a tow-away zone sign at the location of the**
 8 **tow-away zone that is conspicuous and clearly visible to the public.**
 9 **A tow-away zone sign described under this section shall provide**
 10 **the following information:**

11 **(1) A statement that the area in the immediate vicinity of the**
 12 **sign is a tow-away zone.**

13 **(2) Pertinent contact information.**

14 **(3) A description of any person permitted to park in the**
 15 **affected area, if applicable.**

16 **Sec. 3. The owner of a private property may establish a**
 17 **tow-away zone under this chapter. The owner of a private property**
 18 **that establishes a tow-away zone on the private property must post**
 19 **at the location of the tow-away zone a sign that:**

20 **(1) is clearly visible to the public; and**

21 **(2) includes:**

22 **(A) a statement that the area is a tow-away zone; and**

23 **(B) a description of any persons authorized to park in the**
 24 **area.**

25 **Sec. 4. A towing company that tows a motor vehicle under this**
 26 **chapter shall ensure that the motor vehicle is towed to:**

27 **(1) a storage facility within forty (40) miles of the location of**
 28 **the tow-away zone from which the motor vehicle was**
 29 **removed; or**

30 **(2) if there is no storage facility within forty (40) miles of the**
 31 **location of the tow-away zone, to the storage facility nearest**
 32 **to the tow-away zone that has been approved by the**
 33 **commercial private property owner or the private property**
 34 **owner from where the motor vehicle was towed.**

35 **Sec. 5. If the owner or operator of a motor vehicle that is parked**
 36 **in violation of a tow-away zone arrives at the location of the**
 37 **tow-away zone while the motor vehicle is in the process of being**
 38 **towed, the towing company shall give the owner or operator either**
 39 **oral or written notification that the owner or operator may pay a**
 40 **fee in an amount that is not greater than half of the amount of the**
 41 **fee the towing company normally charges for the release of a**
 42 **motor vehicle. Upon the owner's or operator's payment of the**



1 amount specified, the towing company shall:

- 2 (1) release the motor vehicle to the owner or operator; and
 3 (2) give the owner or operator a receipt showing:
 4 (A) the full amount of the fee the towing company
 5 normally charges for the release of a motor vehicle; and
 6 (B) the amount of the fee paid by the owner or operator.

7 Sec. 6. Not later than two (2) hours after completing a tow of a
 8 motor vehicle from a commercial private property or a private
 9 property described under this chapter, a towing company shall
 10 provide notice of the towing to the local law enforcement agency
 11 having jurisdiction in the location of the private property.

12 Sec. 7. A towing company that performs private property
 13 towing under this chapter shall do the following:

- 14 (1) Properly secure all towed motor vehicles.
 15 (2) Create photographic or video documentation of:
 16 (A) vehicle damage, if applicable;
 17 (B) debris, if applicable;
 18 (C) damaged cargo or property, as applicable; and
 19 (D) any object, structure, person, or condition that
 20 interfered with or complicated the vehicular recovery
 21 process.
 22 (3) Take all reasonable efforts to prevent:
 23 (A) further damage (including weather damage) to; or
 24 (B) the theft of;
 25 all towed motor vehicles, including a motor vehicle's cargo
 26 and contents.

27 Sec. 8. This chapter does not affect a private property owner's
 28 rights under IC 9-22-1 with respect to abandoned vehicles on the
 29 property owner's property.

30 Chapter 5. Invoices for Towing Services

31 Sec. 1. (a) If the owner of a vehicle is present at the time of a
 32 tow, the tow truck operator must provide the owner of the vehicle
 33 with a rate sheet listing the cost and charging rate, if applicable,
 34 for each service provided by the towing company prior to attaching
 35 a vehicle to the tow truck. A rate sheet described under this
 36 subsection shall include the cost and charging rate, if applicable,
 37 for the following services:

- 38 (1) Any tow provided by the towing company.
 39 (2) Any clean-up service provided by the towing company.
 40 (3) Any labor or storage charge assessed by the towing
 41 company.
 42 (4) Any other additional fee or surcharge.



1 **Assessing a cost or charging a rate in excess of the applicable cost**
 2 **or charging rate displayed on a rate sheet described under this**
 3 **subsection constitutes a prohibited act (as defined under**
 4 **IC 24-14-10-1).**

5 **(b) A rate sheet described under subsection (a) shall be:**

6 **(1) conspicuously displayed at each towing company's place**
 7 **of business; and**

8 **(2) provided to any customer or patron upon request.**

9 **(c) An itemized invoice of actual towing charges assessed by a**
 10 **towing company for a completed tow shall be made available to the**
 11 **owner of the motor vehicle or the owner's authorized agent not**
 12 **later than one (1) business day after:**

13 **(1) the tow is completed; or**

14 **(2) the towing company has obtained all necessary**
 15 **information to be included on the invoice, including any**
 16 **charges submitted by subcontractors used by the towing**
 17 **company to complete the tow;**

18 **whichever occurs later.**

19 **(d) The itemized invoice required by this section must contain**
 20 **the following information:**

21 **(1) An invoice number.**

22 **(2) The location from which the motor vehicle was towed.**

23 **(3) The location to which the motor vehicle was towed.**

24 **(4) The name, address, and telephone number of the towing**
 25 **company.**

26 **(5) A description of the towed motor vehicle, including the:**

27 **(A) make;**

28 **(B) model;**

29 **(C) year;**

30 **(D) vehicle identification number; and**

31 **(E) color;**

32 **of the motor vehicle.**

33 **(6) The license plate number and state of registration for the**
 34 **towed motor vehicle.**

35 **(7) The cost of the original towing service.**

36 **(8) The cost of any vehicle storage fees, expressed as a daily**
 37 **rate.**

38 **(9) Other fees, including documentation fees and motor**
 39 **vehicle search fees.**

40 **(10) The costs for services that were performed under a**
 41 **warranty or that were otherwise performed at no cost to the**
 42 **owner of the motor vehicle.**



1 (e) Any service or fee in addition to the services or fees
 2 described in subsection (d)(7), (d)(8), or (d)(9) must be set forth
 3 individually as a single line item on the invoice required by this
 4 section, with an explanation and the exact charge for the service or
 5 the exact amount of the fee.

6 **Sec. 2.** A copy of each invoice and receipt submitted by a towing
 7 company in accordance with section 1 of this chapter shall:

8 (1) be retained by the towing company for a period of two (2)
 9 years from the date of issuance; and

10 (2) throughout the two (2) year period described in
 11 subdivision (1), be made available for inspection and copying
 12 not later than two (2) business days after receiving a written
 13 request for inspection from:

14 (A) a local law enforcement agency;

15 (B) the attorney general;

16 (C) the prosecuting attorney or city attorney having
 17 jurisdiction in the location of any of the towing company's
 18 Indiana business locations;

19 (D) the disabled motor vehicle's owner; or

20 (E) the agent of the disabled motor vehicle's owner.

21 **Chapter 6. Notice Requirements**

22 **Sec. 1.** Not later than three (3) business days after a completed
 23 tow, the towing company or storage facility responsible for a towed
 24 vehicle must:

25 (1) search the National Motor Vehicle Title Information
 26 System data base (as described under 49 U.S.C. 30502) for the
 27 purpose of obtaining the last state of record for the towed
 28 vehicle; and

29 (2) use the information described in subdivision (1) to discover
 30 the most current name and address for the most current
 31 owner, lienholder, or both, as applicable, associated with the
 32 towed vehicle.

33 **Sec. 2.** No storage charge or storage fee beyond the initial three
 34 (3) day retention period described in section 1 of this chapter may
 35 accrue until the notice requirement described in section 4 of this
 36 chapter is satisfied.

37 **Sec. 3.** If a state does not have the means to electronically
 38 provide the information described in section 1 of this chapter, the
 39 towing company or storage facility responsible for the towed
 40 vehicle must make all reasonable efforts to locate and notify the
 41 most current owner, lienholder, or both, as applicable, associated
 42 with the towed vehicle.



1 **Sec. 4. (a) Upon obtaining the name and address of a towed**
 2 **vehicle's most current owner, lienholder, or both, as applicable, the**
 3 **towing company or storage facility responsible for the towed**
 4 **vehicle shall provide written notice of the towed vehicle's custodial**
 5 **status to the appropriate person or parties. A written notice**
 6 **described under this section shall consist of the following**
 7 **information:**

8 **(1) The date and time of the vehicle's towing.**

9 **(2) The location that the vehicle was towed from.**

10 **(3) The name, address, and telephone number for the location**
 11 **where the vehicle may be located.**

12 **(4) The name, address, and telephone number for the location**
 13 **where:**

14 **(A) payment; and**

15 **(B) any other business transaction;**

16 **concerning the tow or towed vehicle may be transacted if**
 17 **different from the location described in subdivision (3).**

18 **(5) The name, address, and telephone number of the towing**
 19 **company or storage facility responsible for the tow or towed**
 20 **vehicle if different from the information described in**
 21 **subdivision (3) or (4).**

22 **(6) A description of the towed vehicle that includes the**
 23 **following information concerning the vehicle:**

24 **(A) Make.**

25 **(B) Model.**

26 **(C) Model year.**

27 **(D) Identification number.**

28 **(E) Color.**

29 **(F) License plate number.**

30 **(G) State of registration.**

31 **(b) A towing company or storage facility required to provide the**
 32 **written notice described in subsection (a) shall:**

33 **(1) issue the written notice to the appropriate parties via:**

34 **(A) certified mail if the value of the motor vehicle is at least**
 35 **three thousand five hundred dollars (\$3,500); or**

36 **(B) certificate of mailing if the value of the motor vehicle**
 37 **is less than three thousand five hundred dollars (\$3,500);**
 38 **and**

39 **(2) request a delivery confirmation for the written notice;**
 40 **not later than five (5) business after the towing company or storage**
 41 **facility completes the owner and lienholder search described in**
 42 **section 1 of this chapter.**



1 **Sec. 5. (a) If the owner and lienholder search described in**
 2 **section 1 of this chapter reveals that a towed vehicle is a**
 3 **corporately owned vehicle, the written notice described in section**
 4 **4 of this chapter shall be sent to the state corporate address listed**
 5 **on the vehicle's registration.**

6 **(b) A vehicle retained under this section must be held for a**
 7 **period of not less than sixty (60) days in order to provide sufficient**
 8 **time for the corporation responsible for the vehicle to claim the**
 9 **vehicle. A storage fee or charge assessed against a vehicle described**
 10 **in this section shall be comparable to the standard daily rate**
 11 **charged by the towing company or storage facility. If more than**
 12 **one (1) vehicle owned by the same corporation is in the custody of**
 13 **a towing company or storage facility, the custodial towing**
 14 **company or storage facility may assess the corporation a separate**
 15 **fee or charge for each of the corporation's vehicles in the towing**
 16 **company's or storage facility's custody.**

17 **Chapter 7. Releasing Towed Motor Vehicles**

18 **Sec. 1. This chapter applies to the following:**

19 **(1) A towing company that tows and stores a motor vehicle**
 20 **under this article.**

21 **(2) A storage facility that stores a motor vehicle that is towed**
 22 **by a towing company under this article, regardless of whether**
 23 **the towing company and the storage facility are affiliates.**

24 **Sec. 2. (a) Upon payment of all costs relating to a tow, the**
 25 **towing company or storage facility shall release the motor vehicle**
 26 **to:**

27 **(1) a properly identified person who owns or holds a lien on**
 28 **the motor vehicle; or**

29 **(2) a representative of the insurance company responsible for**
 30 **insuring the motor vehicle if:**

31 **(A) the insurance representative provides proof of**
 32 **responsibility for the motor vehicle; or**

33 **(B) the owner of the motor vehicle approves release of the**
 34 **motor vehicle to the representative of the insurance**
 35 **company.**

36 **Each release performed under this subsection shall comply with**
 37 **the procedures and be subject to the same requirements set forth**
 38 **in IC 9-22-1-8 with respect to abandoned motor vehicles.**

39 **(b) The owner, lienholder, or insurance company representative**
 40 **responsible for releasing a motor vehicle under this section shall**
 41 **have the right to inspect the motor vehicle during normal business**
 42 **hours before accepting the release of the motor vehicle.**



1 (c) A towing company or storage facility shall accept the
2 following forms of payment:

- 3 (1) Cash.
4 (2) Certified check.
5 (3) Credit card.
6 (4) Debit card.
7 (5) Insurance check.
8 (6) Money order.

9 (d) A towing company or storage facility, upon receiving
10 payment for all costs and fees assessed against a motor vehicle,
11 shall provide an itemized receipt that includes the information
12 described under IC 24-14-5-1(d) if the information is available.

13 (e) A towing company or storage facility shall:

- 14 (1) be open for business and accessible by telephone during
15 normal business hours; and
16 (2) have a telephone number that is:
17 (A) operational and accessible on a twenty-four (24) hour
18 basis; and
19 (B) able to receive calls and messages during times outside
20 of normal business hours.

21 All calls and messages pertaining to a motor vehicle that has been
22 towed or is being stored by a towing company or storage facility
23 shall be returned not later than twenty-four (24) hours after the
24 call was placed or the message received. In the event of adverse
25 weather, an act of God, or an emergency situation over which the
26 towing service or storage yard has no control, the towing company
27 or storage facility shall return any received calls or messages as
28 quickly as practicable.

29 **Chapter 8. Fees and Records**

30 **Sec. 1.** A towing company or storage facility may not charge a
31 fee for towing, clean-up services, or storage of a motor vehicle that
32 is excessive or discriminatory.

33 **Sec. 2.** All services provided by a towing company or storage
34 facility, including any warranty service or zero cost service, shall
35 be recorded on an invoice. The towing company or storage facility
36 shall:

- 37 (1) maintain the invoice described in this section for a period
38 of not less than two (2) years; and
39 (2) make the invoice available for inspection and copying
40 upon written request by a local law enforcement agency or the
41 office of the attorney general.

42 **Sec. 3.** A towing company or storage facility shall furnish a copy



1 of the rate sheet described in IC 24-14-5-1 to a local law
2 enforcement agency or the office of the attorney general.

3 **Chapter 9. Towing Company Certificates**

4 **Sec. 1. A person or entity wishing to operate a towing company**
5 **in Indiana must submit a completed registration packet to the**
6 **secretary of state.**

7 **Sec. 2. The registration packet described in section 1 of this**
8 **chapter shall consist of the following:**

9 **(1) A completed application that provides the following**
10 **information:**

11 **(A) Applicant's name.**

12 **(B) Applicant's contact information.**

13 **(C) Name of business.**

14 **(D) Business's contact information.**

15 **(E) Applicant's age.**

16 **(F) Length of time the towing company has been in**
17 **operation.**

18 **(G) Legal status of business (applicant shall choose one (1)**
19 **of the following):**

20 **(i) Individual proprietor.**

21 **(ii) Partnership.**

22 **(iii) Corporation.**

23 **(iv) Limited liability company (LLC).**

24 **(H) State where incorporated (if a corporation).**

25 **(I) Registered agent's name.**

26 **(J) Registered agent's address.**

27 **(K) Principal office of incorporation (if a corporation).**

28 **(L) Name and address for each corporate partner (if a**
29 **corporation).**

30 **(M) Number of:**

31 **(i) tow trucks; and**

32 **(ii) tow truck operators;**

33 **registered with the secretary of state.**

34 **(N) Any other information required by the secretary of**
35 **state.**

36 **(2) Certificates of insurance in the following amounts:**

37 **(A) General commercial liability insurance coverage of not**
38 **less than seven hundred fifty thousand dollars (\$750,000).**

39 **(B) Automotive liability insurance coverage of not less than**
40 **five hundred thousand dollars (\$500,000).**

41 **(C) Garage keepers insurance coverage of not less than**
42 **fifty thousand dollars (\$50,000).**



- 1 **(3) Proof of current vehicle registrations for all tow trucks**
 2 **affiliated with the towing company.**
 3 **(4) A list of all persons that will act as tow truck operators for**
 4 **the person or entity. The list described in this subdivision**
 5 **shall consist of the following:**
 6 **(A) The person's name.**
 7 **(B) A copy of each tow truck operator's state issued**
 8 **driver's license.**
 9 **(C) A passport sized photo of each tow truck operator.**
 10 **(5) A fee schedule that consists of the following:**
 11 **(A) All services provided by the towing company.**
 12 **(B) The fee assessed for each service described in clause**
 13 **(A).**
 14 **(C) All elective services provided by the towing company.**
 15 **(D) The fee assessed for each service described in clause**
 16 **(C).**
- 17 **Sec. 3. (a) The registration packet described under section 1 of**
 18 **this chapter must:**
 19 **(1) be in a form; and**
 20 **(2) be submitted in a manner;**
 21 **prescribed by the secretary of state's office.**
 22 **(b) The secretary of state's office may charge a fee for services**
 23 **rendered under this chapter. Fees charged under this section shall**
 24 **be used to defray expenses associated with the creation, receipt,**
 25 **processing, and storage of the applications and registrations**
 26 **described in this chapter.**
- 27 **Sec. 4. The secretary of state may adopt rules under IC 4-22-2,**
 28 **including emergency rules under IC 4-22-2-37.1, to implement this**
 29 **chapter.**
- 30 **Chapter 10. Prohibited Acts**
 31 **Sec. 1. A towing company shall not do any of the following:**
 32 **(1) Falsely represent, either expressly or by implication, that**
 33 **the towing company represents or is approved by any**
 34 **organization that provides emergency road service for**
 35 **disabled motor vehicles.**
 36 **(2) Require the owner or operator of a disabled motor vehicle**
 37 **to preauthorize:**
 38 **(A) repair work; or**
 39 **(B) more than twenty-four (24) hours of storage;**
 40 **as a condition for providing towing service for the disabled**
 41 **motor vehicle.**
 42 **(3) Charge more than one (1) towing fee when the owner or**



1 operator of a disabled motor vehicle requests that the disabled
 2 motor vehicle be towed to a repair facility owned or operated
 3 by the towing company.

4 (4) Tow a motor vehicle to a repair facility unless:

5 (A) either:

6 (i) the owner of the motor vehicle; or

7 (ii) the owner's designated representative;

8 gives consent for the motor vehicle to be towed to the
 9 repair facility; and

10 (B) the consent described in clause (A) is given before the
 11 motor vehicle is removed from the location from which it
 12 is to be towed.

13 The prohibition set forth in this subdivision does not apply in
 14 any case in which a towing company tows a motor vehicle to
 15 a storage facility that includes a repair facility on the same
 16 site.

17 Sec. 2. A towing company or a storage facility shall not do any
 18 of the following:

19 (1) Upon payment of all costs relating to a tow, refuse to
 20 release the motor vehicle during regular office hours to a
 21 properly identified person who owns or holds a lien on the
 22 motor vehicle in accordance with the procedures and subject
 23 to the same requirements set forth in IC 9-22-1-8 with respect
 24 to abandoned motor vehicles. However, a towing company or
 25 storage facility shall not release a motor vehicle in any case in
 26 which a local law enforcement agency has ordered the motor
 27 vehicle not to be released, or in any case in which the motor
 28 vehicle cannot be released because of pending litigation.

29 (2) Refuse to permit:

30 (A) a properly identified person who owns or holds a lien
 31 on a motor vehicle; or

32 (B) a representative of the insurance company that insures
 33 the motor vehicle, if the vehicle is covered by an active
 34 policy of insurance;

35 to inspect the motor vehicle during regular office hours before
 36 all costs incurred against the motor vehicle are paid or the
 37 motor vehicle is released. An inspection fee may not be
 38 charged for an inspection that occurs during regular office
 39 hours.

40 (3) Charge any storage fee for a stored motor vehicle with
 41 respect to any day on which:

42 (A) release of the motor vehicle; or



1 **(B) inspection of the motor vehicle by the owner,**
 2 **lienholder, or insurance company;**
 3 **is not permitted during regular office hours by the towing**
 4 **company or storage facility.**

5 **Chapter 11. Violations**

6 **Sec. 1. A person who violates this article commits a deceptive act**
7 **that is:**

- 8 **(1) actionable under IC 24-5-0.5; and**
- 9 **(2) subject to the remedies and penalties set forth in**
 10 **IC 24-5-0.5.**

11 **Sec. 2. (a) The attorney general:**

- 12 **(1) shall receive; and**
- 13 **(2) may investigate;**

14 **complaints alleging violations of this article.**

15 **(b) After finding, either upon a complaint made or upon the**
 16 **attorney general's own investigation, that a violation of this article**
 17 **has occurred, the attorney general may take appropriate action**
 18 **under IC 24-5-0.5-4(c).**

19 **Sec. 3. The attorney general may adopt rules under IC 4-22-2 to**
 20 **implement this article, including emergency rules in the manner**
 21 **provided by IC 4-22-2-37.1. Notwithstanding IC 4-22-2-37.1(g), an**
 22 **emergency rule adopted by the attorney general under this section**
 23 **and in the manner provided by IC 4-22-2-37.1 expires on the date**
 24 **on which a rule that supersedes the emergency rule is adopted by**
 25 **the attorney general under IC 4-22-2-24 through IC 4-22-2-36.**

