



January 30, 2025

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## HOUSE BILL No. 1670

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DIGEST OF HB 1670 (Updated January 30, 2025 9:54 am - DI 140)

**Citations Affected:** IC 10-17; IC 24-5.

**Synopsis:** Assistance in obtaining veteran benefits. Establishes the veteran empowerment act. 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; and (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. Provides that a violation of the act constitutes a prohibited consumer sale.

**Effective:** July 1, 2025.

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**Judy, Bartels, Lawson, Klinker**

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January 21, 2025, read first time and referred to Committee on Veterans Affairs and Public Safety.  
January 30, 2025, reported — Do Pass.

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HB 1670—LS 7482/DI 116





January 30, 2025

First Regular Session of the 124th General Assembly (2025)

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 2024 Regular Session of the General Assembly.

## HOUSE BILL No. 1670

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 10-17-17 IS ADDED TO THE INDIANA CODE  
2 AS A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE  
3 JULY 1, 2025]:  
4 **Chapter 17. Veteran Empowerment Act**  
5 **Sec. 1. The following definitions apply throughout this chapter:**  
6 (1) **"Compensation"** means any money, thing of value, or  
7 economic benefit conferred on, or received by, any person in  
8 return for services rendered, or to be rendered.  
9 (2) **"Person"** means any natural person, corporation, trust,  
10 partnership, incorporated or unincorporated association, or  
11 any other legal entity.  
12 (3) **"Veterans' benefits matter"** means the preparation,  
13 presentation, or prosecution of any claim affecting any person  
14 who has filed or expressed an intent to file a claim for any  
15 benefit, program, service, commodity, function, status, or  
16 entitlement for which veterans, their dependents, or their  
17 survivors, or any other individuals are eligible under the laws

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1 and regulations administered by the United States  
2 Department of Veterans Affairs or the Indiana department of  
3 veterans' affairs.

4 Sec. 2. (a) Unless a person complies with section 5 of this  
5 chapter, the person may not receive compensation for referring  
6 any individual to another person to advise, assist, or consult with  
7 the individual regarding any veterans' benefits matter.

8 (b) Unless a person complies with section 5 of this chapter, the  
9 person may not receive any compensation for any services  
10 rendered 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 veteran  
13 is within this period and is choosing to forego free services  
14 available to the veteran.

15 Sec. 3. 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 must not exceed  
22 the lesser of:

- 23 (1) five (5) times the amount of the monthly increase in  
24 benefits awarded based on the veterans' benefit matter; or  
25 (2) twelve thousand dollars (\$12,000).

26 No initial or nonrefundable fee may be charged by a person  
27 advising, assisting, or consulting with an individual on a veterans'  
28 benefit matter.

29 Sec. 4. 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' benefit.

34 Sec. 5. Any person advising, assisting, or consulting on veterans'  
35 benefits matters for compensation must provide the following  
36 disclosure at the outset of the business relationship:

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



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

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

16 **Sec. 6. A person that advises, assists, or consults an individual**  
 17 **regarding veterans' benefits matters for compensation:**

- 18 (1) may not use international call centers or data centers for  
 19 processing veterans' personal information;  
 20 (2) may not use a veteran's personal log-in, username, or  
 21 password information to access the veteran's medical,  
 22 financial, or government benefits information; and  
 23 (3) must ensure that before any individual may have access to  
 24 a veteran's medical or financial information, the individual  
 25 must undergo a national criminal history background check  
 26 by a consumer reporting agency regulated under 15 U.S.C.  
 27 1681 et seq. that includes a:  
 28 (A) verification of the applicant's identity;  
 29 (B) search of all names associated with the applicant;  
 30 (C) search of the records maintained by all counties in  
 31 Indiana or similar governmental units in another state, if  
 32 the individual who is the subject of the background check  
 33 resided in another state;  
 34 (D) search of United States district court records from the  
 35 districts in which the applicant resided; and  
 36 (E) multistate criminal data base search.

37 **Sec. 7. (a) A violation of this chapter constitutes a violation**  
 38 **under IC 24-5-0.5.**

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

42 **Sec. 8. Nothing in this chapter shall be construed as applying to,**



1 **limiting, or expanding the requirements imposed on agents,**  
 2 **attorneys, or other representatives accredited and regulated by the**  
 3 **United States Department of Veterans Affairs.**

4 SECTION 2. IC 24-5-0.5-3, AS AMENDED BY P.L.104-2024,  
 5 SECTION 42, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 6 JULY 1, 2025]: Sec. 3. (a) A supplier may not commit an unfair,  
 7 abusive, or deceptive act, omission, or practice in connection with a  
 8 consumer transaction. Such an act, omission, or practice by a supplier  
 9 is a violation of this chapter whether it occurs before, during, or after  
 10 the transaction. An act, omission, or practice prohibited by this section  
 11 includes both implicit and explicit misrepresentations.

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

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

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

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

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

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

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

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

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



- 1 (9) That the consumer will receive a rebate, discount, or other  
 2 benefit as an inducement for entering into a sale or lease in return  
 3 for giving the supplier the names of prospective consumers or  
 4 otherwise helping the supplier to enter into other consumer  
 5 transactions, if earning the benefit, rebate, or discount is  
 6 contingent upon the occurrence of an event subsequent to the time  
 7 the consumer agrees to the purchase or lease.
- 8 (10) That the supplier is able to deliver or complete the subject of  
 9 the consumer transaction within a stated period of time, when the  
 10 supplier knows or should reasonably know the supplier could not.  
 11 If no time period has been stated by the supplier, there is a  
 12 presumption that the supplier has represented that the supplier  
 13 will deliver or complete the subject of the consumer transaction  
 14 within a reasonable time, according to the course of dealing or the  
 15 usage of the trade.
- 16 (11) That the consumer will be able to purchase the subject of the  
 17 consumer transaction as advertised by the supplier, if the supplier  
 18 does not intend to sell it.
- 19 (12) That the replacement or repair constituting the subject of a  
 20 consumer transaction can be made by the supplier for the estimate  
 21 the supplier gives a customer for the replacement or repair, if the  
 22 specified work is completed and:
- 23 (A) the cost exceeds the estimate by an amount equal to or
  - 24 greater than ten percent (10%) of the estimate;
  - 25 (B) the supplier did not obtain written permission from the
  - 26 customer to authorize the supplier to complete the work even
  - 27 if the cost would exceed the amounts specified in clause (A);
  - 28 (C) the total cost for services and parts for a single transaction
  - 29 is more than seven hundred fifty dollars (\$750); and
  - 30 (D) the supplier knew or reasonably should have known that
  - 31 the cost would exceed the estimate in the amounts specified in
  - 32 clause (A).
- 33 (13) That the replacement or repair constituting the subject of a  
 34 consumer transaction is needed, and that the supplier disposes of  
 35 the part repaired or replaced earlier than seventy-two (72) hours  
 36 after both:
- 37 (A) the customer has been notified that the work has been
  - 38 completed; and
  - 39 (B) the part repaired or replaced has been made available for
  - 40 examination upon the request of the customer.
- 41 (14) Engaging in the replacement or repair of the subject of a  
 42 consumer transaction if the consumer has not authorized the



- 1 replacement or repair, and if the supplier knows or should  
 2 reasonably know that it is not authorized.
- 3 (15) The act of misrepresenting the geographic location of the  
 4 supplier by listing an alternate business name or an assumed  
 5 business name (as described in IC 23-0.5-3-4) in a local telephone  
 6 directory if:
- 7 (A) the name misrepresents the supplier's geographic location;
  - 8 (B) the listing fails to identify the locality and state of the  
 9 supplier's business;
  - 10 (C) calls to the local telephone number are routinely forwarded  
 11 or otherwise transferred to a supplier's business location that  
 12 is outside the calling area covered by the local telephone  
 13 directory; and
  - 14 (D) the supplier's business location is located in a county that  
 15 is not contiguous to a county in the calling area covered by the  
 16 local telephone directory.
- 17 (16) The act of listing an alternate business name or assumed  
 18 business name (as described in IC 23-0.5-3-4) in a directory  
 19 assistance data base if:
- 20 (A) the name misrepresents the supplier's geographic location;
  - 21 (B) calls to the local telephone number are routinely forwarded  
 22 or otherwise transferred to a supplier's business location that  
 23 is outside the local calling area; and
  - 24 (C) the supplier's business location is located in a county that  
 25 is not contiguous to a county in the local calling area.
- 26 (17) The violation by a supplier of IC 24-3-4 concerning  
 27 cigarettes for import or export.
- 28 (18) The act of a supplier in knowingly selling or reselling a  
 29 product to a consumer if the product has been recalled, whether  
 30 by the order of a court or a regulatory body, or voluntarily by the  
 31 manufacturer, distributor, or retailer, unless the product has been  
 32 repaired or modified to correct the defect that was the subject of  
 33 the recall.
- 34 (19) The violation by a supplier of 47 U.S.C. 227, including any  
 35 rules or regulations issued under 47 U.S.C. 227.
- 36 (20) The violation by a supplier of the federal Fair Debt  
 37 Collection Practices Act (15 U.S.C. 1692 et seq.), including any  
 38 rules or regulations issued under the federal Fair Debt Collection  
 39 Practices Act (15 U.S.C. 1692 et seq.).
- 40 (21) A violation of IC 24-5-7 (concerning health spa services), as  
 41 set forth in IC 24-5-7-17.
- 42 (22) A violation of IC 24-5-8 (concerning business opportunity





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



1 pet stores), as set forth in IC 15-21-7-4.

2 (43) A violation of IC 24-4-23 (concerning the security of  
3 information collected and transmitted by an adult oriented website  
4 operator), as set forth in IC 24-4-23-14.

5 **(44) A violation of IC 10-17-17 (concerning the veteran  
6 empowerment act).**

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

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

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

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

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

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



COMMITTEE REPORT

Mr. Speaker: Your Committee on Veterans Affairs and Public Safety, to which was referred House Bill 1670, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill do pass.

(Reference is to HB 1670 as introduced.)

BARTELS

Committee Vote: Yeas 10, Nays 0

