

IC 24-5-13

Chapter 13. Motor Vehicle Protection

IC 24-5-13-0.1

Repealed

(Repealed by P.L.63-2012, SEC.29.)

IC 24-5-13-1

Application of chapter

Sec. 1. This chapter applies to all:

- (1) motor vehicles that are sold, leased, transferred, or replaced by a dealer or manufacturer in Indiana; and
- (2) methamphetamine vehicles that are sold, leased, transferred, or replaced by a dealer or seller in Indiana.

As added by P.L.150-1988, SEC.1. Amended by P.L.76-2013, SEC.1.

IC 24-5-13-2

"Business day"

Sec. 2. As used in this chapter, "business day" means a day other than Sunday or a legal holiday (as defined in IC 1-1-9-1).

As added by P.L.150-1988, SEC.1.

IC 24-5-13-3

"Buyer"

Sec. 3. As used in this chapter, "buyer" means any person who, for purposes other than resale or sublease, enters into an agreement or contract within Indiana for the transfer, lease, or purchase of a motor vehicle covered under this chapter.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-3.1

"Dealer"

Sec. 3.1. As used in this chapter, "dealer" has the meaning set forth in IC 9-13-2-42.

As added by P.L.76-2013, SEC.2.

IC 24-5-13-3.4

"Lease"

Sec. 3.4. As used in this chapter, "lease" means a contract in the form of a lease or bailment for the use of a motor vehicle by a person for more than four (4) months, whether or not the lessee has the option to purchase or otherwise become the owner of the property at the expiration of the lease.

As added by P.L.24-1989, SEC.25.

IC 24-5-13-3.7

"Lessor"

Sec. 3.7. As used in this chapter, "lessor" means a person who:

- (1) holds title to a motor vehicle leased to a lessee under a written lease agreement; or

(2) holds the lessor's rights under an agreement described in subdivision (1).

As added by P.L.24-1989, SEC.26.

IC 24-5-13-4

"Manufacturer"

Sec. 4. As used in this chapter, "manufacturer" means any person who is engaged in the business of manufacturing motor vehicles, or, in the case of motor vehicles not manufactured in the United States, any person who is engaged in the business of importing motor vehicles.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-4.1

"Methamphetamine vehicle"

Sec. 4.1. As used in this chapter, "methamphetamine vehicle" means any motor vehicle subject to registration and certificate of title provisions in which methamphetamine has been manufactured within the previous two (2) years. For the purposes of this chapter, a methamphetamine vehicle suffers from a nonconformity.

As added by P.L.76-2013, SEC.3.

IC 24-5-13-5

"Motor vehicle" and "vehicle"

Sec. 5. As used in this chapter, "motor vehicle" or "vehicle" means any self-propelled vehicle that:

- (1) has a declared gross vehicle weight of less than ten thousand (10,000) pounds;
- (2) is sold to:
 - (A) a buyer in Indiana and registered in Indiana; or
 - (B) a buyer in Indiana who is not an Indiana resident (as defined in IC 9-13-2-78);
- (3) is intended primarily for use and operation on public highways; and
- (4) is required to be registered or licensed before use or operation.

The term does not include conversion vans, motor homes, farm tractors, and other machines used in the actual production, harvesting, and care of farm products, road building equipment, truck tractors, road tractors, motorcycles, mopeds, snowmobiles, or vehicles designed primarily for offroad use.

As added by P.L.150-1988, SEC.1. Amended by P.L.141-1990, SEC.1; P.L.2-1991, SEC.84.

IC 24-5-13-6

"Nonconformity"

Sec. 6. As used in this chapter, "nonconformity" means any specific or generic defect or condition or any concurrent combination of defects or conditions that:

- (1) substantially impairs the use, market value, or safety of a

motor vehicle; or

(2) renders the motor vehicle nonconforming to the terms of an applicable manufacturer's warranty.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-6.1

"Seller"

Sec. 6.1. As used in this chapter, "seller" means a person who:

(1) sells, leases, exchanges, or transfers; or

(2) solicits a sale, lease, exchange, or transfer of;

a methamphetamine vehicle to a buyer.

As added by P.L.76-2013, SEC.4.

IC 24-5-13-7

"Term of protection"

Sec. 7. This section does not apply to a methamphetamine vehicle.

As used in this chapter, "term of protection" means a period of time that:

(1) begins:

(A) on the date of original delivery of a motor vehicle to a buyer; or

(B) in the case of a replacement vehicle provided by a manufacturer to a buyer under this chapter, on the date of delivery of the replacement vehicle to the buyer; and

(2) ends the earlier of:

(A) eighteen (18) months after the date identified under subdivision (1); or

(B) the time the motor vehicle has been driven eighteen thousand (18,000) miles after the date identified under subdivision (1).

As added by P.L.150-1988, SEC.1. Amended by P.L.76-2013, SEC.5.

IC 24-5-13-8

Repair of nonconformities

Sec. 8. If a motor vehicle suffers from a nonconformity and the buyer reports the nonconformity within the term of protection to the manufacturer of the vehicle, its agent, or its authorized dealer then the manufacturer of the motor vehicle or the manufacturer's agent or authorized dealer shall make the repairs that are necessary to correct the nonconformity, even if the repairs are made after expiration of the term of protection.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-9

Notification of claim; manufacturer's disclosure

Sec. 9. (a) A buyer must first notify the manufacturer of a claim under this chapter if the manufacturer has made the disclosure required by subsection (b). However, if the manufacturer has not made the required disclosure, the buyer is not required to notify the manufacturer of a claim under this chapter.

(b) The manufacturer shall clearly and conspicuously disclose to the buyer, in the warranty or owner's manual, that written notification of the nonconformity is required before the buyer may be eligible for a refund or replacement of the vehicle. The manufacturer shall include with the warranty or owner's manual the name and address to which the buyer must send notification.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-9.3

Repealed

(Repealed by P.L.63-2012, SEC.30.)

IC 24-5-13-10

Return of vehicle upon failure to correct nonconformity; refund; replacement

Sec. 10. If, after a reasonable number of attempts, the manufacturer, its agent, or authorized dealer is unable to correct the nonconformity, the manufacturer shall accept the return of the vehicle from the buyer and, at the buyer's option, either, within thirty (30) days, refund the amount paid by the buyer or provide a replacement vehicle of comparable value.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-11

Refund; computation of amount

Sec. 11. (a) If a refund is tendered under this chapter with respect to a vehicle that is not a leased vehicle, the refund must be the full contract price of the vehicle, including all credits and allowances for any trade-in vehicle and less a reasonable allowance for use.

(b) To determine a reasonable allowance for use under this section, multiply:

- (1) the total contract price of the vehicle; by
- (2) a fraction having as its denominator one hundred thousand (100,000) and having as its numerator the number of miles that the vehicle traveled before the manufacturer's acceptance of its return.

(c) The refund must also include reimbursement for the following incidental costs:

- (1) All sales tax.
- (2) The unexpended portion of the registration fee and excise tax that has been prepaid for any calendar year.
- (3) All finance charges actually expended.
- (4) The cost of all options added by the authorized dealer.

(d) Refunds made under this section shall be made to the buyer and lienholder, if any, as their respective interests appear on the records of ownership.

As added by P.L.150-1988, SEC.1. Amended by P.L.24-1989, SEC.27.

IC 24-5-13-11.5

Refund; leased motor vehicle; computation of amount

Sec. 11.5. (a) If a refund is tendered under this chapter with respect to a leased motor vehicle, the refund shall be made as follows:

- (1) The lessee shall receive all deposit and lease payments paid by the lessee to the lessor, including all credits and allowances for any trade-in vehicles, less a reasonable allowance for use.
- (2) The lessor shall receive:
 - (A) the lessor's purchase cost, including freight and accessories;
 - (B) any fee paid to another to obtain the lease;
 - (C) any insurance premiums or other costs expended by the lessor for the benefit of the lessee;
 - (D) sales tax paid by the lessor; and
 - (E) five percent (5%) of the amount described in subdivision (2)(A);

less the total of all deposit and lease payments paid by the lessee to the lessor, including all credits and allowances for any trade-in vehicle.

(b) To determine a reasonable allowance for use under this section, multiply:

- (1) the total lease obligation of the lessee at the inception of the lease; by
- (2) a fraction having as its denominator one hundred thousand (100,000) and as its numerator the number of miles that the vehicle traveled before the lessor's acceptance of its return.

As added by P.L.24-1989, SEC.28.

IC 24-5-13-12

Replacement of vehicle

Sec. 12. (a) If a vehicle is replaced by a manufacturer under this chapter, the manufacturer shall reimburse the buyer for any fees for the transfer of registration or any sales tax incurred by the buyer as a result of replacement.

(b) If a replaced vehicle was financed by the manufacturer, its subsidiary, or agent, the manufacturer, subsidiary, or agent may not require the buyer to enter into any refinancing agreement concerning a replacement vehicle that would create any financial obligations upon the buyer less favorable than those of the original financing agreement.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-13

Reimbursement for towing and rental costs

Sec. 13. Whenever a vehicle is replaced or refunded under this chapter, the manufacturer shall reimburse the buyer for necessary towing and rental costs actually incurred as a direct result of the nonconformity.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-14**Retention of vehicle pending replacement or refund**

Sec. 14. A buyer has the option of retaining the use of any vehicle returned under this chapter until the time that the buyer has been tendered a full refund or replacement vehicle of comparable value. The use of any vehicle retained by a buyer after its return to a manufacturer under this chapter must, in cases in which a refund is tendered, be reflected in the reasonable allowance for use required by section 11 of this chapter.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-15**Attempts to correct nonconformity; reasonable number of attempts; time period; extension**

Sec. 15. (a) A reasonable number of attempts is considered to have been undertaken to correct a nonconformity if:

- (1) the nonconformity has been subject to repair at least four (4) times by the manufacturer or its agents or authorized dealers, but the nonconformity continues to exist; or
- (2) the vehicle is out of service by reason of repair of any nonconformity for a cumulative total of at least thirty (30) business days, and the nonconformity continues to exist.

(b) The thirty (30) business day period in subsection (a)(2) shall be extended by any period of time during which repair services are not available as a direct result of a strike, a period of civil unrest, a fire, a natural disaster, a terrorist attack, an act of God, or an act of war. The manufacturer, its agent, or an authorized dealer shall provide or make provision for the free use of a vehicle to any buyer whose vehicle is out of service by reason of repair during a strike, a period of civil unrest, a fire, a natural disaster, a terrorist attack, an act of God, or an act of war.

(c) The burden is on the manufacturer to show that the reason for an extension under subsection (b) was the direct cause for the failure of the manufacturer, its agent, or authorized dealer to cure any nonconformity during the time of the event.

As added by P.L.150-1988, SEC.1. Amended by P.L.92-2013, SEC.82.

IC 24-5-13-16**Refusal to diagnose or repair; written repair orders**

Sec. 16. (a) A manufacturer, its agent, or authorized dealer may not refuse to diagnose or repair any vehicle for the purpose of avoiding liability under this chapter.

(b) A manufacturer, its agent, or authorized dealer shall provide a buyer with a written repair order each time the buyer's vehicle is brought in for examination or repair. The repair order must indicate all work performed on the vehicle including examination of the vehicle, parts, and labor.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-16.1

Seller's duty to disclose methamphetamine vehicles

Sec. 16.1. (a) If a dealer or seller knows or reasonably should know that a motor vehicle is a methamphetamine vehicle, the dealer or seller shall disclose, in writing, to the buyer, prospective buyer, lessee, or prospective lessee that the motor vehicle is a methamphetamine vehicle.

(b) The written disclosure required under subsection (a) shall be provided before the dealer or seller sells, leases, exchanges, transfers, or accepts payment from a buyer, prospective buyer, lessee, or prospective lessee.

(c) A dealer may include a decontamination report or other relevant document with the written disclosure required under subsection (a).

As added by P.L.76-2013, SEC.6.

IC 24-5-13-16.2

Civil action by buyer for failure to disclose methamphetamine vehicles; remedies

Sec. 16.2. (a) In addition to any other remedy or penalty provided in this chapter, if a dealer or seller fails to make a disclosure required under section 16.1 of this chapter, a buyer or lessee may bring a civil action against the dealer or seller.

(b) In an action brought by a buyer or lessee under this section, a court may order a dealer or seller to perform either of the following:

- (1) Decontaminate or contract for the decontamination of the methamphetamine vehicle in accordance with and to a standard set forth under 318 IAC 1.
- (2) Reimburse a buyer or lessee who incurred damages or expenses to remediate or decontaminate a methamphetamine vehicle to address the nonconformity.

(c) In addition to the remedies described in subsection (b), a court may award liquidated damages to a buyer or lessee in an amount not to exceed ten thousand dollars (\$10,000).

(d) This section does not eliminate or abrogate existing tort remedies that may be available to a buyer or lessee.

As added by P.L.76-2013, SEC.7.

IC 24-5-13-17

Repealed

(Repealed by P.L.65-1992, SEC.4.)

IC 24-5-13-18

Affirmative defenses

Sec. 18. It is an affirmative defense to any claim under this chapter that:

- (1) the nonconformity, defect, or condition does not substantially impair the use, value, or safety of the motor vehicle; or
- (2) the nonconformity, defect, or condition is the result of

abuse, neglect, or unauthorized modification or alteration of the motor vehicle by the buyer.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-19

Informal procedures established by manufacturer

Sec. 19. This chapter does not apply to any buyer who has not first resorted to an informal procedure established by a manufacturer or in which a manufacturer participates if:

- (1) the procedure is certified by the attorney general as:
 - (A) complying in all respects with 16 C.F.R. 703; and
 - (B) complying with any other rules concerning certification adopted by the attorney general, including but not limited to the requirement of oral hearings, pursuant to IC 4-22-2; and
- (2) the buyer has received adequate written notice from the manufacturer of the existence of the procedure.

Adequate written notice includes the incorporation of the informal dispute settlement procedure into the terms of the written warranty to which the motor vehicle does not conform.

As added by P.L.150-1988, SEC.1. Amended by P.L.24-1989, SEC.29.

IC 24-5-13-20

Additional remedies

Sec. 20. This chapter does not limit the rights or remedies that are otherwise available to a buyer under any other applicable provision of law.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-21

Civil enforcement actions

Sec. 21. A buyer may bring a civil action to enforce this chapter in any circuit or superior court.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-22

Costs and expenses in recovery actions

Sec. 22. A buyer who prevails in any action brought under this chapter is entitled to recover as part of the judgment a sum equal to the aggregate amount of cost and expenses, including attorney's fees based on actual time expended by the attorney, determined by the court to have been reasonably incurred by the buyer for or in connection with the commencement and prosecution of the action.

As added by P.L.150-1988, SEC.1.

IC 24-5-13-23

Limitations

Sec. 23. (a) This subsection does not apply to an action concerning a violation of section 16.1 of this chapter. An action brought under this chapter must be commenced within two (2) years

following the date the buyer first reports the nonconformity to the manufacturer, its agent, or authorized dealer.

(b) This subsection does not apply to an action concerning a violation of section 16.1 of this chapter. When the buyer has commenced an informal dispute settlement procedure described in section 19 of this chapter, the two (2) year period specified in subsection (a) is tolled during the time the informal dispute settlement procedure is being conducted.

(c) An action concerning a violation of section 16.1 of this chapter must be commenced within two (2) years following the date of the violation.

As added by P.L.150-1988, SEC.1. Amended by P.L.76-2013, SEC.8.

IC 24-5-13-24

Dealer's liability

Sec. 24. This section does not apply to a transaction or solicited transaction relating to a methamphetamine vehicle. Nothing in this chapter imposes any liability on a dealer or creates a cause of action by a consumer against a dealer, and a manufacturer may not, directly or indirectly, expose any franchised dealer to liability under this chapter.

As added by P.L.150-1988, SEC.1. Amended by P.L.76-2013, SEC.9.