

SENATE BILL No. 53

DIGEST OF INTRODUCED BILL

Citations Affected: IC 24-4-23; IC 24-5-0.5-3.

Synopsis: Right to repair. Requires a manufacturer of a consumer electronic device or a piece of agricultural equipment that is sold in Indiana, subject to certain exceptions, to: (1) provide to an independent service provider or owner of the consumer electronic device or agricultural equipment any service documentation the manufacturer provides to its authorized service providers; and (2) make available for purchase, upon reasonable terms, any service part the manufacturer provides to its authorized service providers. Provides that a manufacturer that sells service documentation to an independent service provider or owner: (1) in a format that is standardized with respect to comparable information supplied by manufacturers of comparable consumer electronic devices or agricultural equipment; and (2) under terms and conditions more favorable than the terms and conditions under which the manufacturer provides the information to an authorized service provider; may not require an authorized service provider to purchase the service documentation in a proprietary format unless the proprietary format includes content or functionality that is not available in the standardized format. Provides that a violation of the requirements is: (1) actionable by the attorney general; and (2) subject to the remedies and penalties that apply to a deceptive consumer sales practice.

Effective: July 1, 2024.

Ford J.D.

January 8, 2024, read first time and referred to Committee on Commerce and Technology.



Second Regular Session of the 123rd General Assembly (2024)

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 2023 Regular Session of the General Assembly.

SENATE BILL No. 53

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

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

1 SECTION 1. IC 24-4-23 IS ADDED TO THE INDIANA CODE AS
2 A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
3 1, 2024]:
4 **Chapter 23. Access to Product Repair Resources**
5 **Sec. 1. As used in this chapter, "aftermarket vendor" means a**
6 **person that:**
7 **(1) in the ordinary course of business:**
8 **(A) publishes or sells diagnostic, maintenance, or repair**
9 **information regarding; or**
10 **(B) creates, for distribution and sale in the United States,**
11 **mechanisms, software, or other tools for use in performing**
12 **diagnostic, maintenance, or repair service for;**
13 **a consumer electronic device or a piece of agricultural**
14 **equipment;**
15 **(2) is not the manufacturer; and**
16 **(3) does not engage in the activities described in subdivision**
17 **(1) under an agreement with the manufacturer.**



1 **Sec. 2. (a) As used in this chapter, "agricultural equipment"**
2 **means a piece of equipment or a component of, an attachment to,**
3 **or a service part for a piece of equipment that is:**

- 4 **(1) used to plant, cultivate, or harvest agricultural products;**
5 **and**
6 **(2) manufactured for distribution and sale in the United**
7 **States.**

8 **(b) The term does not include:**

- 9 **(1) a motor vehicle or component of a motor vehicle;**
10 **(2) an aircraft used in an agricultural aircraft operation (as**
11 **defined in 14 CFR 137.3); or**
12 **(3) equipment designed and used primarily for irrigation**
13 **purposes.**

14 **Sec. 3. As used in this chapter, "authorized service provider"**
15 **means:**

- 16 **(1) a manufacturer that provides; or**
17 **(2) a person that:**
18 **(A) is not an affiliate of a manufacturer; and**
19 **(B) has entered into an agreement with the manufacturer**
20 **to provide:**
21 **(i) on behalf of; or**
22 **(ii) under the name of;**
23 **the manufacturer;**

24 **diagnostic, maintenance, or repair service for a consumer**
25 **electronic device or a piece of agricultural equipment made by the**
26 **manufacturer.**

27 **Sec. 4. (a) As used in this chapter, "consumer electronic device"**
28 **means a product or component of a product that:**

- 29 **(1) contains a microprocessor; and**
30 **(2) is manufactured for distribution and sale in the United**
31 **States.**

32 **(b) The term does not include:**

- 33 **(1) a motor vehicle or component of a motor vehicle; or**
34 **(2) a medical device or component of a medical device.**

35 **Sec. 5. As used in this chapter, "embedded firmware" means**
36 **software delivered with, or as a component of, a consumer**
37 **electronic device for purposes of affecting or facilitating the**
38 **operation of the consumer electronic device, including software**
39 **designated as:**

- 40 **(1) an operating system;**
41 **(2) a machine code;**
42 **(3) an assembly code;**



1 (4) a root code; or

2 (5) a microcode.

3 **Sec. 6. (a) As used in this chapter, "independent service**
4 **provider" means a person that:**

5 (1) in the ordinary course of business, performs diagnostic,
6 maintenance, or repair service on a consumer electronic
7 device or a piece of agricultural equipment; and

8 (2) is not:

9 (A) an authorized service provider; or

10 (B) an affiliate of an authorized service provider;

11 for the consumer electronic device or agricultural equipment.

12 (b) The term includes a manufacturer when the manufacturer
13 is performing diagnostic, maintenance, or repair service on a
14 consumer electronic device or a piece of agricultural equipment
15 that is not made by the manufacturer or by an affiliate of the
16 manufacturer.

17 **Sec. 7. As used in this chapter, "manufacturer" means a person**
18 **that, in the ordinary course of business:**

19 (1) sells or leases:

20 (A) a consumer electronic device or a piece of agricultural
21 equipment; or

22 (B) a component of a consumer electronic device or a piece
23 of agricultural equipment;

24 made by, or on behalf of, the manufacturer; and

25 (2) performs, or provides for the performance of, diagnostic,
26 maintenance, or repair service on the consumer electronic
27 device, the agricultural equipment, or a component of either.

28 **Sec. 8. As used in this chapter, "medical device" has the same**
29 **meaning as "device" as set forth in 21 U.S.C. 321(h).**

30 **Sec. 9. (a) As used in this chapter, "motor vehicle" means a**
31 **vehicle that is:**

32 (1) designed for transporting people or property on a street or
33 highway; and

34 (2) certified by the vehicle's maker under all applicable
35 federal safety and emissions standards and requirements for
36 distribution and sale in the United States.

37 (b) The term does not include a mobile home (as defined in
38 IC 9-13-2-103.2), motorcycle (as defined in IC 9-13-2-108), or
39 recreational vehicle (as defined in IC 9-13-2-150).

40 **Sec. 10. As used in this chapter, "owner" means a person that:**

41 (1) is domiciled in Indiana; and

42 (2) lawfully owns or has legal right to possession of a



1 consumer electronic device or a piece of agricultural
2 equipment.

3 Sec. 11. As used in this chapter, "person" means an individual,
4 an organization, or any other legal entity.

5 Sec. 12. As used in this chapter, "remote diagnostic service"
6 means a transfer of data that is made:

7 (1) between a consumer electronic device or a piece of
8 agricultural equipment and an authorized service provider or
9 an independent service provider of diagnostic, maintenance,
10 or repair service for the consumer electronic device or
11 agricultural equipment; and

12 (2) for the purpose of:

13 (A) performing diagnostic, maintenance, or repair service
14 on;

15 (B) changing a setting on; or

16 (C) determining the location of;

17 the consumer electronic device or agricultural equipment.

18 Sec. 13. As used in this chapter, "service documentation" means
19 information, including:

20 (1) manuals;

21 (2) schematics;

22 (3) diagrams;

23 (4) report output;

24 (5) service code descriptions;

25 (6) technical updates;

26 (7) service access passwords; and

27 (8) information necessary to reset or unlock a security related
28 function;

29 that is provided by a manufacturer to an authorized service
30 provider for the performance of diagnostic, maintenance, or repair
31 service on the consumer electronic device or agricultural
32 equipment.

33 Sec. 14. As used in this chapter, "service part" means:

34 (1) a new or used component of a consumer electronic device
35 or a piece of agricultural equipment;

36 (2) a diagnostic or repair tool or software; or

37 (3) an update, patch, or fix for the embedded firmware of a
38 consumer electronic device or a piece of agricultural
39 equipment;

40 that is provided by a manufacturer to an authorized service
41 provider for the performance of diagnostic, maintenance, or repair
42 service on the consumer electronic device or agricultural



1 equipment.

2 **Sec. 15.** As used in this chapter, "software" means a set of
3 coded, programmable instructions designed to cause a consumer
4 electronic device, a piece of agricultural equipment, or a
5 component of either to perform a task.

6 **Sec. 16.** As used in this chapter, "trade secret" has the meaning
7 set forth in IC 24-2-3-2.

8 **Sec. 17. (a)** Except as provided in section 18 of this chapter, a
9 manufacturer that sells or leases a consumer electronic device or
10 a piece of agricultural equipment in Indiana must do the following:

11 (1) Subject to subsection (b), provide the service
12 documentation for the consumer electronic device or
13 agricultural equipment to an independent service provider
14 for, or to an owner of, the consumer electronic device or
15 agricultural equipment:

16 (A) within the amount of time within which;

17 (B) in the format in which; and

18 (C) at no cost or at a price that is not more than the price
19 at which;

20 the manufacturer provides the service documentation to an
21 authorized service provider for the consumer electronic
22 device or agricultural equipment.

23 (2) Make available for purchase by an independent service
24 provider for, or by an owner of, the consumer electronic
25 device or agricultural equipment any service part that the
26 manufacturer makes available to an authorized service
27 provider, upon terms that are reasonable in relation to:

28 (A) the net price at which the manufacturer provides the
29 service part to an authorized service provider, after
30 deducting any discounts, rebates, or other incentives
31 offered by the manufacturer;

32 (B) the cost to the manufacturer of making, preparing, and
33 delivering the service part:

34 (i) including amortized capital costs; and

35 (ii) excluding research and development costs;

36 incurred by the manufacturer in making, preparing, and
37 delivering the service part; and

38 (C) the price charged by manufacturers of comparable
39 consumer electronic devices or agricultural equipment for
40 a comparable service part.

41 (b) A manufacturer that supplies information necessary to reset
42 or unlock a security related function under subsection (a)(1) may



1 supply the information through a secure data transfer system.

2 (c) A diagnostic or repair tool or software provided by a
 3 manufacturer to an independent service provider or owner under
 4 subsection (a)(2) must incorporate the same diagnostic,
 5 maintenance, repair, and remote diagnostic service capabilities
 6 that the manufacturer makes available to the repair or engineering
 7 staff of the manufacturer or to an authorized service provider for
 8 the consumer electronic device or agricultural equipment.

9 **Sec. 18. (a) A manufacturer is not required under this chapter**
 10 **to:**

11 (1) provide, or require an authorized service provider to
 12 provide, to an independent service provider for, or to an
 13 owner of, a consumer electronic device or a piece of
 14 agricultural equipment:

15 (A) either:

16 (i) service documentation; or

17 (ii) a service part;

18 that is not available to the manufacturer or the authorized
 19 service provider; or

20 (B) information that is unrelated to performance of
 21 diagnostic, maintenance, or repair service for the
 22 consumer electronic device or agricultural equipment; or

23 (2) divulge a trade secret.

24 (b) A manufacturer that provides service documentation
 25 regarding a consumer electronic device or a piece of agricultural
 26 equipment to one (1) or more aftermarket vendors:

27 (1) is not required to provide the service documentation to an
 28 independent service provider for, or to an owner of, the
 29 consumer electronic device or agricultural equipment under
 30 this chapter; and

31 (2) is not responsible for the content or functionality of the
 32 service documentation as:

33 (A) published or sold by; or

34 (B) used or implemented in the mechanisms, software, or
 35 other tools created by;

36 the aftermarket vendor.

37 **Sec. 19. A manufacturer that sells service documentation to an**
 38 **independent service provider for, or to an owner of, a consumer**
 39 **electronic device or a piece of agricultural equipment:**

40 (1) in a format that is standardized with respect to
 41 comparable information supplied by manufacturers of
 42 comparable consumer electronic devices or agricultural



1 equipment; and

2 (2) in a manner, or under terms and conditions, more
3 favorable than the manner in which, or the terms and
4 conditions under which, the manufacturer provides the
5 information to an authorized service provider;

6 may not require an authorized service provider to purchase the
7 service documentation in a proprietary format unless the
8 proprietary format includes content or functionality that is not
9 available in the format described in subdivision (1).

10 Sec. 20. (a) Except as provided in subsection (b), this chapter
11 may not be construed as to affect the terms of an agreement
12 between a manufacturer and an authorized service provider,
13 including terms regarding the authorized service provider's
14 performance of warranty or recall service on behalf of the
15 manufacturer.

16 (b) Notwithstanding subsection (a), a provision of an agreement
17 between a manufacturer and an authorized service provider that
18 purports to waive, avoid, restrict, or limit the obligations of the
19 manufacturer under this chapter is void and unenforceable.

20 Sec. 21. A manufacturer that knowingly and intentionally
21 violates sections 17 through 20 of this chapter commits a deceptive
22 act that is:

23 (1) actionable by the attorney general; and

24 (2) subject to the remedies and penalties;

25 under IC 24-5-0.5.

26 SECTION 2. IC 24-5-0.5-3, AS AMENDED BY P.L.34-2022,
27 SECTION 7, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
28 JULY 1, 2024]: Sec. 3. (a) A supplier may not commit an unfair,
29 abusive, or deceptive act, omission, or practice in connection with a
30 consumer transaction. Such an act, omission, or practice by a supplier
31 is a violation of this chapter whether it occurs before, during, or after
32 the transaction. An act, omission, or practice prohibited by this section
33 includes both implicit and explicit misrepresentations.

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

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

42 (2) That such subject of a consumer transaction is of a particular



- 1 standard, quality, grade, style, or model, if it is not and if the
2 supplier knows or should reasonably know that it is not.
- 3 (3) That such subject of a consumer transaction is new or unused,
4 if it is not and if the supplier knows or should reasonably know
5 that it is not.
- 6 (4) That such subject of a consumer transaction will be supplied
7 to the public in greater quantity than the supplier intends or
8 reasonably expects.
- 9 (5) That replacement or repair constituting the subject of a
10 consumer transaction is needed, if it is not and if the supplier
11 knows or should reasonably know that it is not.
- 12 (6) That a specific price advantage exists as to such subject of a
13 consumer transaction, if it does not and if the supplier knows or
14 should reasonably know that it does not.
- 15 (7) That the supplier has a sponsorship, approval, or affiliation in
16 such consumer transaction the supplier does not have, and which
17 the supplier knows or should reasonably know that the supplier
18 does not have.
- 19 (8) That such consumer transaction involves or does not involve
20 a warranty, a disclaimer of warranties, or other rights, remedies,
21 or obligations, if the representation is false and if the supplier
22 knows or should reasonably know that the representation is false.
- 23 (9) That the consumer will receive a rebate, discount, or other
24 benefit as an inducement for entering into a sale or lease in return
25 for giving the supplier the names of prospective consumers or
26 otherwise helping the supplier to enter into other consumer
27 transactions, if earning the benefit, rebate, or discount is
28 contingent upon the occurrence of an event subsequent to the time
29 the consumer agrees to the purchase or lease.
- 30 (10) That the supplier is able to deliver or complete the subject of
31 the consumer transaction within a stated period of time, when the
32 supplier knows or should reasonably know the supplier could not.
33 If no time period has been stated by the supplier, there is a
34 presumption that the supplier has represented that the supplier
35 will deliver or complete the subject of the consumer transaction
36 within a reasonable time, according to the course of dealing or the
37 usage of the trade.
- 38 (11) That the consumer will be able to purchase the subject of the
39 consumer transaction as advertised by the supplier, if the supplier
40 does not intend to sell it.
- 41 (12) That the replacement or repair constituting the subject of a
42 consumer transaction can be made by the supplier for the estimate



1 the supplier gives a customer for the replacement or repair, if the
2 specified work is completed and:

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

5 (B) the supplier did not obtain written permission from the
6 customer to authorize the supplier to complete the work even
7 if the cost would exceed the amounts specified in clause (A);

8 (C) the total cost for services and parts for a single transaction
9 is more than seven hundred fifty dollars (\$750); and

10 (D) the supplier knew or reasonably should have known that
11 the cost would exceed the estimate in the amounts specified in
12 clause (A).

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

17 (A) the customer has been notified that the work has been
18 completed; and

19 (B) the part repaired or replaced has been made available for
20 examination upon the request of the customer.

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

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

29 (A) the name misrepresents the supplier's geographic location;

30 (B) the listing fails to identify the locality and state of the
31 supplier's business;

32 (C) calls to the local telephone number are routinely forwarded
33 or otherwise transferred to a supplier's business location that
34 is outside the calling area covered by the local telephone
35 directory; and

36 (D) the supplier's business location is located in a county that
37 is not contiguous to a county in the calling area covered by the
38 local telephone directory.

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

42 (A) the name misrepresents the supplier's geographic location;



- 1 (B) calls to the local telephone number are routinely forwarded
 2 or otherwise transferred to a supplier's business location that
 3 is outside the local calling area; and
 4 (C) the supplier's business location is located in a county that
 5 is not contiguous to a county in the local calling area.
- 6 (17) The violation by a supplier of IC 24-3-4 concerning
 7 cigarettes for import or export.
- 8 (18) The act of a supplier in knowingly selling or reselling a
 9 product to a consumer if the product has been recalled, whether
 10 by the order of a court or a regulatory body, or voluntarily by the
 11 manufacturer, distributor, or retailer, unless the product has been
 12 repaired or modified to correct the defect that was the subject of
 13 the recall.
- 14 (19) The violation by a supplier of 47 U.S.C. 227, including any
 15 rules or regulations issued under 47 U.S.C. 227.
- 16 (20) The violation by a supplier of the federal Fair Debt
 17 Collection Practices Act (15 U.S.C. 1692 et seq.), including any
 18 rules or regulations issued under the federal Fair Debt Collection
 19 Practices Act (15 U.S.C. 1692 et seq.).
- 20 (21) A violation of IC 24-5-7 (concerning health spa services), as
 21 set forth in IC 24-5-7-17.
- 22 (22) A violation of IC 24-5-8 (concerning business opportunity
 23 transactions), as set forth in IC 24-5-8-20.
- 24 (23) A violation of IC 24-5-10 (concerning home consumer
 25 transactions), as set forth in IC 24-5-10-18.
- 26 (24) A violation of IC 24-5-11 (concerning real property
 27 improvement contracts), as set forth in IC 24-5-11-14.
- 28 (25) A violation of IC 24-5-12 (concerning telephone
 29 solicitations), as set forth in IC 24-5-12-23.
- 30 (26) A violation of IC 24-5-13.5 (concerning buyback motor
 31 vehicles), as set forth in IC 24-5-13.5-14.
- 32 (27) A violation of IC 24-5-14 (concerning automatic
 33 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 34 (28) A violation of IC 24-5-15 (concerning credit services
 35 organizations), as set forth in IC 24-5-15-11.
- 36 (29) A violation of IC 24-5-16 (concerning unlawful motor
 37 vehicle subleasing), as set forth in IC 24-5-16-18.
- 38 (30) A violation of IC 24-5-17 (concerning environmental
 39 marketing claims), as set forth in IC 24-5-17-14.
- 40 (31) A violation of IC 24-5-19 (concerning deceptive commercial
 41 solicitation), as set forth in IC 24-5-19-11.
- 42 (32) A violation of IC 24-5-21 (concerning prescription drug



- 1 discount cards), as set forth in IC 24-5-21-7.
- 2 (33) A violation of IC 24-5-23.5-7 (concerning real estate
- 3 appraisals), as set forth in IC 24-5-23.5-9.
- 4 (34) A violation of IC 24-5-26 (concerning identity theft), as set
- 5 forth in IC 24-5-26-3.
- 6 (35) A violation of IC 24-5.5 (concerning mortgage rescue fraud),
- 7 as set forth in IC 24-5.5-6-1.
- 8 (36) A violation of IC 24-8 (concerning promotional gifts and
- 9 contests), as set forth in IC 24-8-6-3.
- 10 (37) A violation of IC 21-18.5-6 (concerning representations
- 11 made by a postsecondary credit bearing proprietary educational
- 12 institution), as set forth in IC 21-18.5-6-22.5.
- 13 (38) A violation of IC 24-5-15.5 (concerning collection actions of
- 14 a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
- 15 (39) A violation of IC 24-14 (concerning towing services), as set
- 16 forth in IC 24-14-10-1.
- 17 (40) A violation of IC 24-5-14.5 (concerning misleading or
- 18 inaccurate caller identification information), as set forth in
- 19 IC 24-5-14.5-12.
- 20 (41) A violation of IC 24-5-27 (concerning intrastate inmate
- 21 calling services), as set forth in IC 24-5-27-27.
- 22 **(42) A violation of IC 24-4-23 (concerning access to product**
- 23 **repair resources), as set forth in IC 24-4-23-21.**
- 24 (c) Any representations on or within a product or its packaging or
- 25 in advertising or promotional materials which would constitute a
- 26 deceptive act shall be the deceptive act both of the supplier who places
- 27 such representation thereon or therein, or who authored such materials,
- 28 and such other suppliers who shall state orally or in writing that such
- 29 representation is true if such other supplier shall know or have reason
- 30 to know that such representation was false.
- 31 (d) If a supplier shows by a preponderance of the evidence that an
- 32 act resulted from a bona fide error notwithstanding the maintenance of
- 33 procedures reasonably adopted to avoid the error, such act shall not be
- 34 deceptive within the meaning of this chapter.
- 35 (e) It shall be a defense to any action brought under this chapter that
- 36 the representation constituting an alleged deceptive act was one made
- 37 in good faith by the supplier without knowledge of its falsity and in
- 38 reliance upon the oral or written representations of the manufacturer,
- 39 the person from whom the supplier acquired the product, any testing
- 40 organization, or any other person provided that the source thereof is
- 41 disclosed to the consumer.
- 42 (f) For purposes of subsection (b)(12), a supplier that provides



1 estimates before performing repair or replacement work for a customer
2 shall give the customer a written estimate itemizing as closely as
3 possible the price for labor and parts necessary for the specific job
4 before commencing the work.

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

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

