Indiana's Notice and Opportunity to Repair Construction Defects

- "Residence" includes single-family house, duplex, triplex, or quadruplex or unit in a multiple unit residential structure in which title to each individual unit is transferred to the owner under a condominium or cooperative system – includes common areas and facilities – 32-27-3-1(7)
- Any action commenced before compliance with these requirements is subject to dismissal without prejudice – 32-27-3-6
- Construction Professional (CP) shall provide notice to each homeowner, upon entering into contract for construction, of CP's right to cure a defect before commencement of litigation – 32-27-3-12(a). Such notice shall read substantially similar to Ind. Code 32-27-3-12(b)
- Any sums paid under a homeowners warranty other than sums paid in satisfaction of claims that are collateral to any coverage issued to or by CP must be deducted from any recovery – 32-27-3-9(b)
- Action does not include claim in bankruptcy or civil action in tort alleging personal injury to or wrongful death to person resulting from construction defect – 32-27-3-1(1)

	Claimant	Construction Professional (CP)
Notice of claim	Shall serve notice of claim on CP and describe claim in reasonable detail at least 60 days before filing an action – 32-27-3-2(a)	Must serve written response to claimant within 21 days after service of notice of claim – 32-27-3-2(b)
CP response		Shall propose to inspect the residence within specified time; offer to compromise and settle by monetary payment without inspection; or dispute claim – 32-27-3-2(b)(1-3)
CP disputes claim or does not respond	May bring action against CP without further notice – 32-27-3-3(a)	
Claimant rejects inspection proposal or settlement offer	Must serve written notice of rejection on CP. May bring action against CP after notice of rejection – 32-27-3-3(b)	If no acceptance or rejection received within 60 days after CP's response, CP may terminate proposal or offer by serving written notice to claimant – 32-27-3-3(c)
Claimant allows CP to inspect	Must provide CP with reasonable access during normal working hours – 32-27-3-4(a)	
After inspection	Has right to accept or reject proposed defect correction or monetary settlement	Within 14 days following completion of inspection, CP must serve on claimant: written offer to remedy defect at no cost to claimant; written offer to compromise and settle by monetary payment; or written statement CP will not proceed further to remedy defect – 32-27-3-4(b)
CP does not proceed or fails to serve written offer	May bring action against CP without further notice – 32-27-3-4(c)	

	Claimant	Construction Professional (CP)
Claimant accepts offer to remedy	Shall accept by serving CP with written notice of acceptance within reasonable time period after receipt of offer but no later than 60 days – 32-27-3-5(a) Must allow CP reasonable access to residence during normal working hours – 32-27-3-5(b)	
Claimant unreasonably rejects reasonable offer or does not permit CP reasonable opportunity to inspect or repair under offer	Court may deny claimant attorney fees and costs – 32-27-3-9(a)	Court may award attorney fees and costs to CP – 32-27-3-9(a)
CP unreasonably disputes claim, fails to remedy or settle within reasonable time, or fails to respond	Court may award attorney fees and costs to claimant – 32-27-3-10	

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