

**LIMITATION ON LIABILITY REGARDING
LIQUEFIED PETROLEUM GAS**

2005 GENERAL SESSION

STATE OF UTAH

Sponsor: Dan R. Eastman

LONG TITLE

General Description:

This bill provides an affirmative defense to specific lawsuits for the liquified petroleum gas industry.

Highlighted Provisions:

This bill:

- ▶ provides an affirmative defense to a lawsuit for persons selling, supplying, installing, handling, or transporting liquefied petroleum gas if:
 - an alteration, modification or repair of equipment was done without the person's knowledge or consent; or
 - the equipment was used in a manner inconsistent with its purpose.

Monies Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

ENACTS:

78-27-65, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **78-27-65** is enacted to read:

78-27-65. Affirmative defense for liquified petroleum gas industry.

(1) In any action for damages for personal injury, death, or property damage in which a

seller, supplier, installer, handler, or transporter of liquified petroleum gas is named as a defendant, it shall be an affirmative defense to liability that:

(a) the equipment or appliance which caused the damage was altered or modified without the consent or knowledge of the seller, supplier, installer, handler, or transporter; or

(b) the equipment or appliance was used in a manner or for a purpose other than that for which it was intended.

(2) There is a rebuttable presumption that a seller, supplier, installer, handler, or transporter of liquified petroleum gas and the necessary equipment and appliances, licensed in accordance with Title 53, Chapter 7, Part 3, Liquified Petroleum Gas Act, has followed all applicable standards and procedures established by the Liquified Petroleum Gas Board.