

**SENATE AMENDMENTS**  
**2<sup>nd</sup> Printing**

By: Lujan, Longoria, Guillen, Bhojani, Gámez H.B. No. 3016

A BILL TO BE ENTITLED

AN ACT

relating to the circumstances in which a rental company may void a damage waiver for a rental vehicle.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 91.056, Business & Commerce Code, is amended to read as follows:

Sec. 91.056. VOIDING OF DAMAGE WAIVER. A rental company may not void a damage waiver unless:

(1) an authorized driver causes the damage intentionally or by wilful and wanton misconduct;

(2) the damage arises out of use of the vehicle:

(A) by a person:

(i) who is not an authorized driver;

(ii) while under the influence of an intoxicant that impairs driving ability, including alcohol, an illegal drug, or a controlled substance; or

(iii) while engaged in commission of a crime other than a traffic infraction;

(B) to carry persons or property for hire;

(C) to push or tow anything;

(D) for driver's training;

(E) to engage in a speed contest; or

(F) outside the continental United States, unless the rental agreement specifically authorizes the use; [~~or~~]

1           (3) the rental company entered into the rental  
2 transaction based on fraudulent information supplied by the renter;  
3 or

4           (4) the vehicle is stolen and the renter fails to:

5                   (A) return the vehicle's ignition key to the  
6 rental company;

7                   (B) file a report with law enforcement not later  
8 than 24 hours after the renter discovers the theft; and

9                   (C) fully cooperate with the rental company and  
10 any law enforcement agency or other authority investigating the  
11 stolen vehicle in all matters relating to the investigation of the  
12 stolen vehicle.

13           SECTION 2. The change in law made by this Act applies only  
14 to an agreement entered into on or after the effective date of this  
15 Act. An agreement entered into before the effective date of this  
16 Act is governed by the law in effect on the date the agreement was  
17 entered into, and the former law is continued in effect for that  
18 purpose.

19           SECTION 3. This Act takes effect September 1, 2025.

ADOPTED

MAY 26 2025

*Latey Spaw*  
Secretary of the Senate

By: *Blair Hoagland*

H.B. No. 3016

Substitute the following for H.B. No. 3016:

By: *Phil King*

C.S. H.B. No. 3016

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10 enforcement agency or other authority investigating the stolen  
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**LEGISLATIVE BUDGET BOARD**  
**Austin, Texas**

**FISCAL NOTE, 89TH LEGISLATIVE REGULAR SESSION**

**May 27, 2025**

**TO:** Honorable Dustin Burrows, Speaker of the House, House of Representatives

**FROM:** Jerry McGinty, Director, Legislative Budget Board

**IN RE: HB3016** by Lujan (Relating to the circumstances in which a rental company may void a damage waiver for a rental vehicle.), **As Passed 2nd House**

<b>No significant fiscal implication to the State is anticipated.</b>
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It is assumed that any costs associated with the bill could be absorbed using existing resources.

**Local Government Impact**

No significant fiscal implication to units of local government is anticipated.

**Source Agencies:** 302 Office of the Attorney General

**LBB Staff:** JMc, SD, RStu, JPE, LCO, JKe

**LEGISLATIVE BUDGET BOARD**  
**Austin, Texas**

**FISCAL NOTE, 89TH LEGISLATIVE REGULAR SESSION**

**May 22, 2025**

**TO:** Honorable Charles Schwertner, Chair, Senate Committee on Business & Commerce

**FROM:** Jerry McGinty, Director, Legislative Budget Board

**IN RE: HB3016** by Lujan (relating to the circumstances in which a rental company may void a damage waiver for a rental vehicle.), **Committee Report 2nd House, Substituted**

<b>No significant fiscal implication to the State is anticipated.</b>
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It is assumed that any costs associated with the bill could be absorbed using existing resources.

**Local Government Impact**

No significant fiscal implication to units of local government is anticipated.

**Source Agencies:** 302 Office of the Attorney General

**LBB Staff:** JMc, RStu, JPE, LCO, JKe

**LEGISLATIVE BUDGET BOARD**  
**Austin, Texas**

**FISCAL NOTE, 89TH LEGISLATIVE REGULAR SESSION**

**May 14, 2025**

**TO:** Honorable Charles Schwertner, Chair, Senate Committee on Business & Commerce

**FROM:** Jerry McGinty, Director, Legislative Budget Board

**IN RE: HB3016** by Lujan (Relating to the circumstances in which a rental company may void a damage waiver for a rental vehicle.), **As Engrossed**

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**LEGISLATIVE BUDGET BOARD**  
**Austin, Texas**

**FISCAL NOTE, 89TH LEGISLATIVE REGULAR SESSION**

**April 8, 2025**

**TO:** Honorable Angie Chen Button, Chair, House Committee on Trade, Workforce & Economic Development

**FROM:** Jerry McGinty, Director, Legislative Budget Board

**IN RE: HB3016** by Lujan (Relating to the circumstances in which a rental company may void a damage waiver for a rental vehicle.), **As Introduced**

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