

Draft Model Liability Limitation Statute

Definitions

“Liquefied Petroleum Gas Equipment” means a liquefied petroleum gas appliance, or any equipment, tank, pipe, regulator, control, valve, fitting or other equipment or device intended to be used in connection with, or to supply liquefied petroleum gas to, one or more liquefied petroleum gas appliances.

“Liquefied Petroleum Gas Provider” means any person or entity engaged in the business of delivering, supplying, handling, transporting or selling liquefied petroleum gas at retail, but does not include a Liquefied Petroleum Gas Equipment manufacturer.

“Use of Liquefied Petroleum Gas” means the distribution, delivery, sale, or use of liquefied petroleum gas, as well as the distribution, sale, installation, modification, inspection or repair of Liquefied Petroleum Gas Equipment.

Notice of Installation or Alteration

No Liquefied Petroleum Gas Provider shall be liable for actual or punitive civil damages for injury to persons or property that results from any occurrence caused, in whole or in part, by the installation, modification, repair, or servicing of Liquefied Petroleum Gas Equipment by any person other than the Liquefied Petroleum Gas Provider, unless such Liquefied Petroleum Gas Provider had received, at least 30 days prior to the occurrence, written notification or other actual knowledge of such installation, modification, repair, or servicing. This provision shall not apply if the occurrence is caused, in whole or in part, by intentional misconduct on the part of the Liquefied Petroleum Gas Provider.

Product Misuse

No Liquefied Petroleum Gas Provider shall be liable for actual or punitive civil damages for injury to persons or property that results from any occurrence caused, in whole or in part, by the use or operation of Liquefied Petroleum Gas Equipment in a manner or for a purpose other than that for which the Liquefied Petroleum Gas Equipment was intended. This provision shall not apply if the occurrence is caused, in whole or in part, by intentional misconduct on the part of the Liquefied Petroleum Gas Provider.

PRIVILEGED ATTORNEY CLIENT COMMUNICATION/WORK PRODUCT

Persons Not Certified/Licensed

No Liquefied Petroleum Gas Provider shall be liable for actual or punitive civil damages for injury to persons or property that results from any occurrence caused, in whole or in part, by the installation, modification, repair, or servicing of Liquefied Petroleum Gas Equipment by a person, other than the Liquefied Petroleum Gas Provider, not certified or licensed to install, modify, repair or service such Equipment. This provision shall not apply if the occurrence is caused, in whole or in part, by intentional misconduct on the part of the Liquefied Petroleum Gas Provider.

Failure to Follow Product Instructions

No Liquefied Petroleum Gas Provider shall be liable for actual or punitive civil damages for injury to persons or property that results from any occurrence caused, in whole or in part, by the installation, modification, repair or servicing of Liquefied Petroleum Gas Equipment by any person, other than the Liquefied Petroleum Gas Provider, in a manner not in accordance with the instructions of the manufacturer of the Liquefied Petroleum Gas Equipment or in a manner not in accordance with the codes and rules adopted under this Article. This provision shall not apply if the occurrence is caused, in whole or in part, by intentional misconduct on the part of the Liquefied Petroleum Gas Provider.

Compliance with Codes and Regulations

No Liquefied Petroleum Gas Provider shall be liable for actual or punitive civil damages for injury to persons or property arising from the Use of Liquefied Petroleum Gas if the actions of the Liquefied Petroleum Gas Provider in connection with such Use are in compliance with the applicable codes and rules adopted in this State. This provision shall not apply if the occurrence is caused, in whole or in part, by intentional misconduct on the part of the Liquefied Petroleum Gas Provider.