statute it is added to the unpaid balance of the cash price to make the principal balance owed on the retail installment contract. To this amount is added the finance charge, the sum thereof making up the "time balance." So far as the statute is concerned, there perhaps is no limit to the amount of this insurance which may be required or the extent of the coverage so long as the parties have agreed thereon; but there is no indication in the statute that when acquired it becomes the property of the retail seller to do with as he chooses or that it may be required to extend for a period beyond the term when the retail seller would have any legal interest in its maintenance. In my opinion, any property interest in such insurance which the retail buyer procures over and above that which the retail seller would have a legal interest in maintaining belongs to the retail buyer who pays for it. When the balance of the "time balance" is paid off before maturity, the retail seller is completely reimbursed for his advancement on account of insurance. If the policy is a "single interest" policy for the benefit of the retail seller, the retail buyer is entitled to have it cancelled and any return premium paid to him. In other words, having paid for the full term, the retail buyer is entitled to any saving by virtue of the fact that the basis for the insurance has ceased to exist. If the policy, on the other hand, is of a character that protects the retail buyer, having paid for the full term, the insurance is his and he may either cancel it and retain the return premium or permit it to continue in force. Your question is answered accordingly.

FINANCIAL INSTITUTIONS, DEPARTMENT OF: Retail installment sale contract—Whether seller must deliver copy of same to buyer.

September 18, 1936.

Hon. R. A. McKinley,
Director,
Department of Financial Institutions,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter requesting an official opinion as to the Department's duty with respect to violations of that
part of Section 2 of the Retail Installment Sales Act of 1935 which requires the retail seller to deliver to the retail buyer at the time of its execution a copy of the contract. The duty to deliver such copy is the obligation of the retail seller prescribed in plain and unambiguous terms.


For a statement as to the penalties for violation of any of the provisions of the Act, you are respectfully referred to Section 29 which provides as follows:

"Violation of Act—Punishment. Any person who willfully violates any of the provisions of this Act, or the rules and regulations promulgated by the department under the authority hereof or any person who willfully in any report or account filed in pursuance of any provision of this Act or rule or regulation of the department makes any untrue statement of a material fact or omits to state any material fact necessary to give the department the information lawfully required by it, shall upon conviction, be fined not more than one thousand dollars or imprisoned not more than one year or both."


September 19, 1936.

Hon. Homer O. Stone,
Supervisor, Division of Small Loans,
Department of Financial Institutions,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter requesting an official opinion in answer to the following question:

"An Indiana corporation is licensed under the Small Loan and Retail Installment Sales Act. During the regu-