

537.5109 Default.

“*Default*” with respect to a consumer credit transaction and for the purposes of [this article](#), means either of the following, if without justification under any law:

1. Failure to make a payment within ten days of the time required by agreement, or in a consumer rental purchase agreement, failure to renew an agreement and failure to return the rented property or make arrangements for its return as provided by the agreement.
2. Failure to observe any other covenant of the transaction, breach of which materially impairs the condition, value or protection of or the creditor’s right in any collateral securing the transaction, or materially impairs the consumer’s prospect to pay amounts due under the transaction. The burden of establishing material impairment is on the creditor.

[C75, 77, 79, 81, §537.5109]

[87 Acts, ch 80, §48](#)