

2026 Regular Session

HOUSE BILL NO. 1228

BY REPRESENTATIVE CREWS

1 AN ACT

2 To amend and reenact R.S. 37:2441(B), 2442(2), 2444, 2444.1, 2444.2(A) and (B)(2),
3 2445(3), 2447, and 2450(A), relative to the registration and licensing of hearing aid
4 dealers; to provide for definitions; to provide for requirements for bill of sale
5 contracts; to provide for testing periods for hearing aids; to provide for a limited
6 cooling off period; to provide for application fees; to provide for the scope of
7 examination; to provide for place of business mail notices; and to provide for related
8 matters.

9 Be it enacted by the Legislature of Louisiana:

10 Section 1. R.S. 37:2441(B), 2442(2), 2444, 2444.1, 2444.2(A) and (B)(2), 2445(3),
11 2447, and 2450(A) are hereby amended and reenacted to read as follows:

12 §2441. Registration and licensing required

13 * * *

14 B. The provisions of this Section are enacted to:

15 (1) Protect the public.

16 ~~(2) Aid the Department of Revenue in collecting sales taxes on labor, on~~
17 ~~retail prices of hearing aids, and on material used in the repair, service, and~~
18 ~~maintenance of hearing aids.~~

19 (3)(2) Provide an adequate supply of licensed hearing aid dealers throughout
20 the state to serve as sponsors for applicants seeking temporary training permits
21 pursuant to R.S. 37:2449.

1 §2442. Definitions

2 The following words and phrases, when used in this Chapter, have the
3 following meanings:

4 * * *

5 (2) "Hearing aid" means any wearable instrument or device designed for or
6 represented as aiding or compensating for defective human hearing and any parts,
7 attachments, or accessories of such an instrument or device as defined by the United
8 States Food and Drug Administration.

9 * * *

10 §2444. Bill of sale; contract

11 Any person who engages in the fitting or selling of hearing aids shall deliver
12 to each person supplied with a hearing aid, by him or at his order or direction, a bill
13 of sale or contract which shall contain his signature and show the address of his
14 regular place of business with a contact phone number, email address, and the
15 number of his license, together with a description of the make, model, and serial
16 number of the hearing aid furnished and the amount charged therefor. The bill of
17 sale or contract shall also reveal the condition of the hearing device and whether it
18 is new, used, or rebuilt, and the mailing address, email address, and phone number
19 of the Louisiana Board for Hearing Aid Dealers.

20 §2444.1. Testing period for hearing aids

21 A.(1) Any person licensed pursuant to this Chapter who sells a hearing aid
22 to a consumer shall provide a written receipt or written contract to the consumer.
23 The written receipt or contract shall provide the consumer with a thirty-day right to
24 cancel the purchase if the consumer finds that the hearing aid does not function
25 adequately for the consumer. If the consumer cancels the hearing aid purchase based
26 on this Subsection, the consumer may obtain a refund if he returns the hearing aid
27 to the seller in the same condition, ordinary wear and tear excluded, as when
28 purchased. The written receipt or contract shall notify the consumer of the thirty-day
29 right to cancel period in at least ten point type. The thirty-day right to cancel period
30 shall commence from either the date the hearing aid is originally delivered to the

1 consumer or the date the written receipt or contract is delivered to the consumer,
 2 whichever is later. The thirty-day period shall be interrupted for any period during
 3 which the hearing aid seller, dealer, or fitter has possession or control of the hearing
 4 aid after its original delivery.

5 (2) The consumer may exercise the right to return the purchase by presenting
 6 the hearing aid directly to the office in which it was sold or by returning the hearing
 7 aid to the location listed on the written receipt or written contract via trackable
 8 shipping methods within the time allotted with notice of his intent to return. The
 9 seller shall accept the return and issue a return receipt. Upon cancellation the
 10 consumer shall make available to the seller in substantially as good condition as
 11 when received, any goods delivered under the contract or sale. Any property traded
 12 in for credit, any payments made by the consumer under the contract or sale, and any
 13 negotiable instrument executed shall be returned by the seller to the consumer within
 14 ten business days following receipt by the seller of the cancellation notice and
 15 hearing aid. The cancellation notice shall be delivered in writing, and may be
 16 delivered by electronic mail, as verification of intent to return within thirty days.
 17 The consumer is still responsible for the cancellation fee.

18 B. Upon exercise of the thirty-day right to cancel a hearing aid purchase, the
 19 seller of the hearing aid is entitled to a cancellation fee not to exceed fifteen percent
 20 of all fees charged to the consumer, including testing, fitting, counseling, and the
 21 purchase price of the hearing aid before taxes. The exact amount of the cancellation
 22 fee shall be stated in the written receipt or contract provided to the consumer.

23 §2444.2. Three-day cooling off period

24 A. A consumer may cancel any transaction for the purchase of a hearing aid,
 25 without any penalty or obligation, within three business days of the date the hearing
 26 aid is actually ordered by the consumer. The consumer shall notify the seller of his
 27 intent to cancel by notifying the seller in person at the office where the transaction
 28 for the purchase took place, or by electronic mail, or by mail postmarked within three
 29 business days of the date the hearing aid is actually ordered by the consumer. Upon
 30 ~~such~~ cancellation, any property traded in for credit, any payments made by the

1 consumer under the contract or sale, and any negotiable instrument executed
2 ~~thereupon~~ shall be returned by the seller to the consumer within ten business days
3 following receipt by the seller of the cancellation notice. Any security interest
4 arising out of the transaction shall be immediately canceled.

5 B.

6 * * *

7 (2) The notice of cancellation ~~shall be~~ is effective if it is delivered to the
8 seller within the time frame described in Paragraph (1) of this Subsection and shall
9 include ~~a signed and dated copy of the subject contract, receipt, sales form, or other~~
10 ~~document evidencing all the terms of the transaction and the consumer's written~~
11 notice to cancel.

12 §2445. New application fee; qualifications

13 A new applicant for a first-time license shall pay a fee of two hundred dollars
14 and shall show to the satisfaction of the board that he:

15 * * *

16 (3) Has an education equivalent to a four-year course in an accredited high
17 school and two years of college or two years of accredited higher education or has
18 continuously engaged in fitting and selling hearing aids ~~during the two years~~
19 ~~preceding the effective date of this Chapter~~ and is in good standing for a period of
20 no less than two years from the date of application.

21 * * *

22 §2447. Scope of examination

23 The examination provided in R.S. 37:2446 shall consist of tests of knowledge
24 in the areas of hearing testing and other areas to determine capability of fitting and
25 selling hearing aids. The tests provided for in this Section shall not include questions
26 requiring a formal college, medical, surgical, or audiological education. The
27 examination shall be determined and proctored by the Louisiana Board for Hearing
28 Aid Dealers or its assignees.

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