

**367.46961 Cancellation of contract not reduced to writing -- Exception.**

- (1) Unless the contract is reduced to writing in compliance with subsection (4) of this section, a consumer may cancel a contract made as a result of a telephone solicitation and obtain a full refund of all money paid, by returning the goods, if any, undamaged and unused, or canceling services within the later of:
  - (a) Fourteen (14) calendar days following receipt of the goods; or
  - (b) Fourteen (14) calendar days following receipt of two (2) copies of a written notice of cancellation rights containing the following language in no less than ten (10) point, bold-faced type:

**NOTICE OF CANCELLATION RIGHTS**

BECAUSE YOU AGREED TO BUY THESE GOODS (or services or other appropriate description) AS A RESULT OF AN UNSOLICITED TELEPHONE CALL, KENTUCKY LAW GIVES YOU FOURTEEN (14) DAYS TO CANCEL YOUR AGREEMENT WITH US. IF YOU WANT TO CANCEL, YOU MUST SIGN YOUR NAME BELOW AND RETURN A COPY OF THIS NOTICE, TOGETHER WITH ANY GOODS YOU HAVE RECEIVED, SO THEY ARE POSTMARKED NO LATER THAN MIDNIGHT OF THE FOURTEENTH DAY FOLLOWING THE DATE YOU RECEIVED THE GOODS OR AGREED TO THE SERVICES, OR THE FOURTEENTH DAY FOLLOWING THE DATE YOU RECEIVED THIS NOTICE, WHICHEVER IS LATER. THE NOTICE AND GOODS MUST BE ADDRESSED AS FOLLOWS:

(Name and address of Merchant)

I want to cancel my agreement to purchase.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Consumer - Printed)

\_\_\_\_\_  
(Address of Consumer - Printed)

\_\_\_\_\_  
(Address - City, State, Zip)

\_\_\_\_\_  
(Date)

- (2) The consumer shall be deemed to have complied with subsection (1) of this section if the cancellation notice and goods, if any, are returned to the merchant and are postmarked by midnight of the fourteenth day.
- (3) The merchant shall process the refund due any consumer within thirty (30) days of receiving the merchandise returned by the consumer or the written cancellation provided in subsection (1) of this section.

- (4) The cancellation period provided in subsection (1) of this section shall not apply to a written contract signed by the consumer that:
- (a) Complies with all applicable federal and state laws and regulations:
  - (b) Contains a description of the goods, services, investment or business opportunity, extension of credit, or interest in realty matching the description used in the telephone solicitation;
  - (c) Contains the name, address, and telephone number of the merchant, the total price of the contract, including any finance or interest charges, and a detailed description of the goods, services, credit, or interest in realty being offered;
  - (d) Contains all oral or written representations made to the consumer in connection with the transaction; and
  - (e) Sets out in at least ten (10) point, bold-face type, immediately preceding the signature, the following statement:

**YOU ARE NOT OBLIGATED TO PAY ANY  
MONEY UNLESS YOU SIGN THIS CONTRACT  
AND RETURN IT TO THE MERCHANT.**

**Effective:** July 15, 1994

**History:** Created 1994 Ky. Acts ch. 302, sec. 4, effective July 15, 1994; and ch. 463, sec. 4, effective July 15, 1994.

**Legislative Research Commission Note (7/15/94).** This statute was created by 1994 Ky. Acts chs. 302 and 463, which are substantively identical and have been codified together. Minor variations have been resolved by giving precedence to Acts ch. 463 which was enacted last.