

334.030 Requirement of written agreement, offer to purchase, or receipt -- Contents -- Right to cancel -- Delivery statement -- Solicitation provisions.

- (1) Any person who practices the sale or fitting of hearing instruments shall obtain from the buyer of a hearing instrument, at the time such buyer assumes any financial obligation with respect to the purchase, the buyer's signature on a written and dated agreement, offer to purchase, or receipt. The written agreement, offer to purchase, or receipt shall contain the following information:
 - (a) Licensee's signature, printed name and business address, and license number issued to the licensee by the board pursuant to this chapter;
 - (b) Make, model, and serial number of the hearing instrument;
 - (c) Immediately following the information required by subsection (1)(a), (b), and (d) of this section, shall be the statement, in all capital letters in no smaller type than the largest used in the body copy portion, that: ANY COMPLAINTS CONCERNING THE SALE OR SERVICE OF THIS HEARING INSTRUMENT WHICH ARE NOT CORRECTED BY THE SPECIALIST IN HEARING INSTRUMENTS SHOULD BE DIRECTED TO: KENTUCKY LICENSING BOARD FOR SPECIALISTS IN HEARING INSTRUMENTS, COMMONWEALTH OF KENTUCKY, FRANKFORT, KENTUCKY 40601; and
 - (d) Notice and statement of the purchaser's thirty (30) day right to cancel pursuant to KRS 334.210.
- (2) The written agreement, offer to purchase, or receipt shall bear in no smaller type than the largest used in the body copy portion the following statement: "The purchaser has been advised at the outset of his relationship with the specialist in hearing instruments that any examination(s) or representation(s) is not an examination, diagnosis, or prescription by a person licensed to practice medicine in this state and therefore shall not be regarded as medical opinion or advice."
- (3) Upon delivery of a hearing instrument, the client shall be furnished a delivery statement which shall include specifications as to the make, model, serial number, and delivery date, with full terms of the sale clearly stated. If a hearing instrument which is not new is offered for sale or is sold, that fact shall be clearly stated and conspicuously disclosed and read in the oral sales presentation before the buyer assumes any financial obligation with respect to the purchase, and the receipt shall be clearly marked as "used," "reconditioned," or "not new," whatever is applicable, with terms of guarantee, if any.
- (4) No person who practices the selling or fitting of hearing instruments shall visit the home or place of business of a potential buyer for the purpose of soliciting or inducing a sale of a hearing instrument without having obtained, prior to any visit, the expressed written consent of the potential buyer to such a visit. The consent required by this subsection shall clearly and conspicuously state that the potential buyer is aware that the specialist in hearing instruments may attempt to sell a hearing instrument during his visit.

Effective: July 14, 1992

History: Amended 1992 Ky. Acts ch. 460, sec. 3, effective July 14, 1992. -- Amended 1976 Ky. Acts ch. 276, sec. 3. -- Created 1972 Ky. Acts ch. 48, sec. 3.