

MEMO

TO: 2013 FSHHP, Inc MEMBERS
FROM: JDW, General Counsel
DATE: February 11, 2013
RE: Contract Language

All contracts for the sale of hearing aids shall include the following information:

At the Time of Delivery, the purchaser must receive a receipt containing:

- Sellers signature
- Address of seller's regular place of business
- Seller's license number or Trainee registration number
- Brand of hearing aid(s)
- Model of Hearing aid(s)
- Manufacturer's of hearing aid(s) or manufacturer's I.D. code
- Serial number of hearing aid(s)
- Amount charged for the hearing aid(s)
- Specification of by whom the hearing aid(s) is/are new, used or rebuilt
- Length of time and terms of guarantee
- Specification of by whom the hearing aid(s) is/are guaranteed
- If requested by the client, an itemization of the total purchase price
- **The address and telephone number of the Department of Health, Consumer Services Unit, 4052 Bald Cypress Way, Bin #C75, Tallahassee, Florida 32399-3275, (850)245-4339**
- Any complaint concerning the hearing aid and guarantee therefore, if not reconciled with the licensee from whom the hearing aid was purchased, should be directed by the purchaser to the Department of Health. (Fla. Stat. 484.051(2))
- In 10-point or larger type: "A hearing aid will not restore normal hearing, nor will it prevent further hearing loss."

Prior to signing the contract agreement, the purchaser must be provided in writing the following:

- Notice of the 30 day trial period
- Notice of the money back guarantee including terms and conditions of the guarantee and the **total amount** that will be refunded

Language to handle disputes:

If a problem or dispute arises you should return immediately to where you purchased the hearing aid and speak with the Hearing Aid Specialist. In the event your complaint

concerning the hearing aid and/or warranty cannot be reconciled by our office you should contact the **Florida Department of Health, Consumer Services Unit, 4052 Bald Cypress Way, Bin #C75, Tallahassee, Florida 32399-3275, (850)245-4339.** You may also contact the Florida Society of Hearing Healthcare Professionals – Ethics Committee upon a written request: 119 East Park Avenue, Suite 2-E, Tallahassee, Florida 32301 to see about reconciling the dispute as well as contacting the Florida Department of Health.

484.051

Itemization of prices; delivery of hearing aid; receipt, packaging, disclaimer, guarantee.

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(1) Prior to delivery of services or products to a prospective purchaser, any person who fits and sells hearing aids shall disclose on request by the prospective purchaser an itemized listing of prices, which listing shall include separate price estimates for each service component and each product. Provision of such itemized listing of prices shall not be predicated on the prospective purchaser's payment of any charge or agreement to purchase any service or product.

(2) Any person who fits and sells a hearing aid shall, at the time of delivery, provide the purchaser with a receipt containing the seller's signature, the address of her or his regular place of business, and her or his license or trainee registration number, if applicable, together with the brand, model, manufacturer or manufacturer's identification code, and serial number of the hearing aid furnished and the amount charged for the hearing aid. The receipt also shall specify whether the hearing aid is new, used, or rebuilt and shall specify the length of time and other terms of the guarantee and by whom the hearing aid is guaranteed. When the client has requested an itemized list of prices, the receipt shall also provide an itemization of the total purchase price, including, but not limited to, the cost of the aid, earmold, batteries and other accessories, and any services. Notice of the availability of this service shall be displayed in a conspicuous manner in the office. The receipt also shall state that any complaint concerning the hearing aid and guarantee therefore, if not reconciled with the licensee from whom the hearing aid was purchased, should be directed by the purchaser to the Department of Health. The address and telephone number of such office shall be stated on the receipt.

(3) No hearing aid may be sold to any person unless both the packaging containing the hearing aid and the itemized receipt provided pursuant to subsection (2) carry the following disclaimer in 10-point or larger type: "A hearing aid will not restore normal hearing, nor will it prevent further hearing loss."

History.

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ss. 12, 18, ch. 83-153; ss. 1, 7, ch. 84-94; ss. 12, 19, 20, ch. 86-283; s. 4, ch. 90-38; s. 22, ch. 90-341; s. 11, ch. 90-345; s. 4, ch. 91-429; s. 336, ch. 94-119; s. 9, ch. 94-160; s. 454, ch. 97-103; s. 174, ch. 97-264.

64B6-6.001 Thirty-Day Trial Period.

(1) A person selling a hearing aid(s) in the State of Florida must provide the purchaser with written notice of the 30-day trial period and money-back guarantee as

provided in Section 484.0512, F.S. The terms and conditions of the guarantee as well as the total amount available for refund shall be provided in writing to the purchaser prior to the signing of the contract.

(2) The guarantee shall permit the purchaser to cancel the purchase for a valid reason within 30 days of the receipt of the hearing aid(s). A valid reason shall be defined as failure by the purchaser to achieve satisfaction from use of the hearing aid(s), so long as the hearing aid(s) is returned to the seller within the 30-day trial period in good working condition.

(3) If the hearing aid must be repaired, remade, or adjusted during the 30-day trial period, the running of the 30-day trial period is suspended one day for each 24-hour period that the hearing aid is not in the purchaser's possession. A repaired, remade, or adjusted hearing aid must be claimed by the purchaser within three working days after notification of availability. The running of the 30-day trial period resumes on the day the purchaser reclaims the repaired, remade, or adjusted hearing aid or on the fourth day after notification of availability.

(4) In the event of cancellation within the 30-day trial period, the seller may retain a charge not to exceed \$150 on a monaural fitting, and \$200 on a binaural fitting for ear molds and services provided to fit the hearing aid. In addition, the purchaser may be charged a cancellation fee not to exceed 5% of the total purchase price.

Specific Authority 484.044(1), 484.0512 FS. Law Implemented 484.0512 FS. History—New 10-4-94, Formerly 61G9-6.0010, Amended 9-14-97.

Please review this MEMO as a guide only. This MEMO is presented for educational purposes only and should not be taken as a substitute for legal advice, which should be obtained from personal legal counsel. Nevertheless, the FSHHP, Inc. hopes that the information provided here and in its other publications continues to assist Hearing Aid Specialist in answering many of their most common legal questions.