

SECOND REGULAR SESSION

HOUSE BILL NO. 1662

94TH GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVES DEEKEN (Sponsor) AND MCGHEE (Co-sponsor).

Read 1st time January 15, 2008 and copies ordered printed.

D. ADAM CRUMBLISS, Chief Clerk

4265L.01I

AN ACT

To repeal sections 345.033 and 346.020, RSMo, and to enact in lieu thereof two new sections relating to the sale of hearing instruments.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Sections 345.033 and 346.020, RSMo, are repealed and two new sections
2 enacted in lieu thereof, to be known as sections 345.033 and 346.020, to read as follows:

345.033. 1. Any person licensed under sections 345.010 to 345.080 who dispenses
2 products associated with professional practice to clients for remuneration shall deliver to each
3 person supplied with a product a completed purchase agreement which shall include the terms
4 of the sale clearly stated using ordinary English language and terminology which is easily
5 understood by the purchaser. If a product which is not new is sold, the purchase agreement and
6 the container thereof shall be clearly marked as "used", "recased", or "reconditioned", whichever
7 is applicable, with terms of guarantee, if any.

8 2. Any audiologist licensed under sections 345.010 to 345.080 who dispenses hearing
9 instruments shall include in the purchase agreement for a hearing instrument the following:

10 (1) The licensee's signature, business address, and license number;

11 (2) The specifications of the hearing instrument dispensed including make, model, and
12 serial number;

13 (3) The exact amount of any down payment **and total amount charged for the hearing**
14 **instrument;**

15 (4) The length of any trial period provided;

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

- 16 (5) The amount of any charges or service fees connected with any trial period;
17 (6) A description of the right of the purchaser to return the hearing instrument or written
18 notification that no such right exists;
19 (7) The name of the manufacturer of the component parts and the assembler or
20 reassembler of the hearing instrument when the product sold is remanufactured or assembled by
21 someone other than the manufacturer of the component parts.

22 **3. Any audiologist licensed under sections 345.010 to 345.080 who dispenses hearing**
23 **instruments shall, at the time of the initial examination for fitting and sale of a hearing**
24 **instrument, provide information to each prospective purchaser about:**

25 (1) Magnetic coupling options, also known as "telecoil", "t coil", or "t switch
26 technology", and other coupling technologies available in hearing instruments that provide
27 benefits such as increased access to telephones and assistive listening devices;

28 (2) Proper use of magnetic coupling or other coupling technologies provided by the
29 hearing instrument purchased; and

30 (3) The telecommunications equipment distribution program established under
31 section 209.253, RSMo.

32 **4. Information satisfying the requirements of subdivisions (1) and (3) of subsection**
33 **3 of this section shall be made available in print and alternative formats by the**
34 **administrator of the telecommunications equipment distribution program.**

346.020. 1. Any person who engages in the practice of fitting hearing instruments shall
2 deliver to each person supplied with a hearing instrument a completed purchase agreement which
3 shall include the licensee's signature, business address and the licensee's license number, together
4 with specifications as to the make, model and serial number of the hearing instrument furnished.
5 The terms of the sale shall be clearly stated in the purchase agreement using ordinary English
6 language and terminology which is easily understood by the purchaser. The purchase agreement
7 shall include, at a minimum: the exact amount of any down payment **and total amount charged**
8 **for the hearing instrument**, the length of any trial period provided, the amount of any charges
9 or service fees connected with any trial period and any right of the purchaser to return the hearing
10 instrument. If no right exists to return the hearing instrument, the seller shall specify such in
11 writing in the agreement. If a hearing instrument which is not new is sold, the purchase
12 agreement and the container thereof shall be clearly marked as "used", "recased" or
13 "reconditioned", whichever is applicable, with terms of guarantee, if any.

14 2. If a hearing instrument is remanufactured or assembled by someone other than the
15 manufacturer of the component parts, the purchase agreement shall contain the name of the
16 manufacturer of the component parts and the assembler or reassembler of such hearing
17 instrument.

18 **3. Any person who engaged in the practice of fitting hearing instruments shall, at**
19 **the time of the initial examination for fitting and sale of a hearing instrument, provide**
20 **information to each prospective purchaser about:**

21 **(1) Magnetic coupling options, also known as "telecoil", "t coil", or "t switch**
22 **technology", and other coupling technologies available in hearing instruments that provide**
23 **benefits such as increased access to telephones and assistive listening devices;**

24 **(2) Proper use of magnetic coupling or other coupling technologies provided by the**
25 **hearing instrument purchased; and**

26 **(3) The telecommunications equipment distribution program established under**
27 **section 209.253, RSMo.**

28 **4. Information satisfying the requirements of subdivisions (1) and (3) of subsection**
29 **3 of this section shall be made available in print and alternative formats by the**
30 **administrator of the telecommunications equipment distribution program.**

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