**Section 682.110 Information** **Required for** **Hearing Instrument Users**

a) *Whenever a sale or service of one or more hearing* *instruments* *involving $50 or more is made or contracted to be made, whether under a single contract or under multiple contracts, at the time of the transaction, the* licensed *hearing* *instrument* *dispenser*/audiologist *shall furnish the consumer with a fully completed receipt or contract pertaining to that transaction, in substantially the same language as that used in the oral presentation to the consumer. The receipt or contract* provided to the consumer *shall contain the dispenser's*/audiologist's *name, license number, business address, business phone number,* *and signature; the name, address and signature of the hearing* *instrument* *consumer;* *and the name and signature of the purchaser if the consumer and the purchaser are not the same; the hearing* *instrument* *manufacturer's name,* *and the model* *and serial numbers; the date of purchase; and the* *charges required to complete the* *terms of the sale fully and clearly stated. When the hearing* *instrument* *is delivered to the consumer or purchaser, the serial number shall be written on the original receipt or contract and a copy shall be given to the consumer or purchaser. If a used hearing* *instrument* *is sold, the receipt and the container thereof shall be clearly marked as "used" or "reconditioned", whichever is applicable, with terms of guarantee, if any.* (Section 4 of the Act)

b) If a medical evaluation is not obtained, a copy of the medical waiver shall be presented to the consumer for his/her signature, and a copy of this document shall be attached to the consumer's copy of the contract/receipt. The medical waiver shall be a separate document from the contract/receipt.

c) In the sale of disposable hearing instruments, lot numbers may be substituted on the contract if serial numbers are not designated on instruments.

d) Whenever a sale of one or more disposable hearing instruments is made or contracted to be made, whether under a single contract or under multiple contracts, hearing instruments may be reissued without retesting, additional medical waivers, or additional contracts for a period of no more than one year from the date of the original sale; however, the replacement hearing instruments shall be of the same make, model, and specifications as the originally sold instruments. In the case of disposable hearing instruments, the 30-business-day return privilege applies to the first 30 business days from initial dispensing date regardless of the number of instruments or term of the contract.

(Source: Amended at 35 Ill. Reg. 10312, effective June 17, 2011)