

**SUMMARY**

SB 1326 (Roth) would provide clarity and specificity to the existing warranty provisions for hearing aids. Greater statutory specificity will provide consistent enforcement of hearing aid dispensing complaints.

**BACKGROUND**

Existing law, the Song-Beverly Consumer Warranty Act, defines the obligations of retail sellers of assistive devices, including hearing aids, and provides warranty and right of return provisions for consumers of these assistive devices, including exact language to be included in the notice to consumers.[[1]](#footnote-1)The Act specifies that the hearing aid may be returned to at any time within 30 days of the date of the actual delivery or completion of fitting, whichever occurs later. The hearing aid dispenser has the right to attempt to achieve a proper fitting by adjusting or replacing the device. If, after adjustment, the device is still not suited for the buyer’s needs, the buyer may return the device for a full refund if that initial adjustment was made within 30 days of the date of receipt by the buyer.

The Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board (Board) is the regulatory body tasked with enforcing the law and ensuring that the health, safety and welfare of consumers are protected. Specifically, the Board is tasked with enforcing the warranty provisions of the Song-Beverly Consumer Warranty Act related to hearing aids and handling consumer complaints related to these warranties.

**PROBLEM**

While current law provides specific language that there is a 30 day warranty for the assistive device, the uniqueness of the fitting process has created ambiguity on when the 30 day period for warranty begins. Specifically, the warranty language states, “This assistive device is warranted to be specifically fit for the particular needs of you the buyer. If the device is not specifically fit for your particular needs, it may be returned to the seller within 30 days of the date of actual receipt by you or **completion of fitting by the seller**, whichever occurs later.”[[2]](#footnote-2) The completion of fitting language has led to confusion by both the seller and the purchaser on when the 30 day period begins. The provisions do not clearly define the terms of the 30 day warranty period afforded to the consumer. Instead, the 30 day start date is left to interpretation by both the buyer and seller of the hearing aid. These subjective interpretations can lead to disagreements between the provider and the consumer and differing opinions on when the warranty is up. The vagueness of the language makes it very difficult for the Board to mediate such complaints when the parties involved have different interpretations of their rights and responsibilities under the warranty provisions.

**SOLUTION**

The Board’s mission is to protect the public by licensing and regulating the practice of speech-language pathology, audiology and the dispensing of hearing devices. Included in that mission is to ensure that consumer rights are fully disclosed to them. Providing the Board with clarifications to the provisions of the Song-Beverly Warranty Act that relate to hearing aids will provide the Board with clear enforcement direction and will result in enhanced consumer protection.

**CONCLUSION**

It is important that purchasers of hearing aids fully understand their rights as they relate to the purchase, return, and warranty on their assistive device. As many of these consumers are elderly and without the financial ability to incur the large costs associated with these devices, it is critical that the enforcement of the law is clear so that the rights of these consumers can be protected. Clarifying current statute will allow the Board to properly and expeditiously enforce the law and will give consumers added comfort on understanding their rights.

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1. Civil Code § 1793.02 [↑](#footnote-ref-1)
2. Civil Code § 1793.02 (a) [↑](#footnote-ref-2)