

#### **IC 24-4.7-4**

##### **Chapter 4. Telephone Solicitations**

#### **IC 24-4.7-4-1**

##### **Prohibitions**

Sec. 1. A telephone solicitor may not make or cause to be made a telephone sales call to a telephone number if that telephone number appears in the most current quarterly listing published by the division.

*As added by P.L.189-2001, SEC.1.*

#### **IC 24-4.7-4-2**

##### **Violations; disclosure**

Sec. 2. A telephone solicitor who makes a telephone sales call to a telephone number shall immediately disclose the following information upon making contact with the consumer:

- (1) The solicitor's true first and last name.
- (2) The name of the business on whose behalf the telephone solicitor is soliciting.

*As added by P.L.189-2001, SEC.1.*

#### **IC 24-4.7-4-3**

##### **Directories**

Sec. 3. (a) This section does not apply to a person obtaining consumer information for inclusion in directory assistance and telephone directories sold by telephone companies.

(b) A telephone solicitor or person who obtains consumer information that includes telephone numbers shall exclude the telephone numbers that appear on the division's most current listing.

*As added by P.L.189-2001, SEC.1.*

#### **IC 24-4.7-4-4**

##### **Contracts and sales**

Sec. 4. (a) This section does not apply to any of the following:

- (1) A sale in which:
  - (A) no prior payment is made to a merchant;
  - (B) an invoice accompanies the goods or services; and
  - (C) a consumer is allowed seven (7) days to cancel the services or return the goods without obligation for payment.
- (2) A contractual agreement that:
  - (A) requires payment; and
  - (B) allows the consumer at least ten (10) days to cancel the contract and receive a full refund of the payment.
- (3) A sale regulated by 170 IAC 7-1.1-19.
- (4) A newspaper subscription executed through a telephone call.

(b) A contract made under a telephone sales call is not valid and enforceable against a consumer unless the contract complies with this section.

(c) A contract made under a telephone sales call must satisfy all of the following:

- (1) The contract must be reduced to writing and signed by the consumer.
- (2) The contract must contain the name, address, and business telephone number of the seller, the total price of the contract, and a detailed description of the goods or services being sold.
- (3) The description of goods or services as stated in the contract must be the same as the description principally used in the telephone solicitation.
- (4) The contract must contain, in bold, conspicuous type immediately preceding the signature the words "you are not obligated to pay any money unless you sign this contract and return it to the seller".
- (5) The contract may not exclude from its terms any oral or written representations made by the telephone solicitor to the consumer in connection with the transaction.

*As added by P.L.189-2001, SEC.1. Amended by P.L.22-2002, SEC.1.*

#### **IC 24-4.7-4-5**

##### **Transactions**

Sec. 5. (a) This section does not apply to any of the following:

- (1) A transaction made in accordance with prior negotiations in the course of a visit by a consumer to a merchant that operates a retail business establishment that has a fixed, permanent location where consumer goods are displayed or offered for sale on a continuing basis.
  - (2) A transaction in which:
    - (A) a consumer may obtain a full refund for the return of undamaged and unused goods; or
    - (B) a consumer may, within seven (7) days after receipt of merchandise by a consumer, give a cancellation of services notice to a seller and return the merchandise, and the seller must process the refund within thirty (30) days after receipt of the returned merchandise.
  - (3) A transaction in which a consumer purchases goods or services under a television, radio, or print advertisement or a sample, brochure, or catalog of a merchant that contains:
    - (A) the name, address, and business telephone number of the merchant;
    - (B) a description of the goods or services being sold; and
    - (C) limitations or restrictions that apply to the offer.
  - (4) A transaction in which a merchant is a bona fide charitable organization.
- (b) A contract made under a telephone sales call in violation of this section is not valid and enforceable against a consumer.
- (c) A merchant who engages a telephone solicitor to make or cause to be made a telephone sales call may not:
- (1) make or submit a charge to a consumer's credit card account; or
  - (2) make or cause to be made any electronic transfer of funds;
- until the merchant receives from the consumer a copy of the contract,

signed by the consumer, that complies with this chapter.  
*As added by P.L.189-2001, SEC.1.*

**IC 24-4.7-4-6**

**Other applicable law**

Sec. 6. A telephone solicitor must also comply with all other applicable laws, including the following, if applicable:

(1) IC 24-5-12.

(2) IC 24-5-14.

*As added by P.L.189-2001, SEC.1. Amended by P.L.22-2002, SEC.2.*