

2026 Regular Session

HOUSE BILL NO. 750

BY REPRESENTATIVE COX AND SENATOR DUPLESSIS

CONSUMERS/PROTECTION: Provides for easy cancellation of automatic renewal subscriptions

1 AN ACT

2 To enact Chapter 70 of Title 51 of the Louisiana Revised Statutes of 1950, to be comprised
3 of R.S. 51:3301 through 3304, relative to automatic renewal contracts; to provide
4 definitions; to provide for required disclosures; to establish cancellation mechanism
5 requirements; to provide for renewal notifications; to provide for recordkeeping; to
6 provide for exemptions; to provide for violations and penalties; and to provide for
7 related matters.

8 Be it enacted by the Legislature of Louisiana:

9 Section 1. Chapter 70 of Title 51 of the Louisiana Revised Statutes of 1950,
10 comprised of R.S. 51:3301 through 3304, is hereby enacted to read as follows:

11 CHAPTER 70. CLICK-TO-CANCEL ACT

12 §3301. Short title

13 This Chapter may be cited as the "Click-to-Cancel Act".

14 §3302. Definitions

15 In this Chapter, unless the context clearly indicates otherwise, the following
16 terms have the following definitions:

17 (1) "Automatic renewal contract" means a plan or arrangement in which a
18 paid subscription or purchasing agreement for goods or services is automatically
19 renewed at the end of a definite term for a subsequent term or on a continuous or
20 recurring basis.

1 (2) "Automatic renewal offer terms" or "continuous service renewal offer
2 terms" means clear and conspicuous disclosures of all of the following:

3 (a) That the contract will automatically renew or extend following the initial
4 period for a set term not to exceed one year unless the consumer provides express
5 written consent to a longer renewal term.

6 (b) The cancellation policy that applies to the offer.

7 (c) Any recurring charges to the consumer's method of payment under the
8 automatic renewal contract.

9 (d) The length of an automatic renewal term.

10 (e) Any minimum purchase obligation.

11 (3)(a) "Clear and conspicuous" or "clearly and conspicuously" means all of
12 the following:

13 (i) For a text disclosure, presented in larger type than the surrounding text;
14 in contrasting type, font, or color to the surrounding text of the same size; or set off
15 from the surrounding text by symbols or other marks that clearly call attention to the
16 language.

17 (ii) For an audio disclosure, presented in a volume and cadence sufficient to
18 be readily audible and understandable.

19 (b) The term excludes disclosures requiring additional action to view, such
20 as clicking a hyperlink or hovering over an icon, or disclosures containing
21 information that interferes with, detracts from, or contradicts the negative option
22 features and other material terms of the offer.

23 (4) "Consumer" means a person who purchases or attempts to purchase
24 merchandise.

25 (5) "Merchandise" means any objects, wares, goods, commodities,
26 intangibles, real estate, or services.

27 (6) "Person" means any natural person or the natural person's legal
28 representative, or any juridical person or an agent or mandatary of that juridical
29 person.

1 (7) "Trial period" means a period of time during which a consumer may
2 sample a product or service for free or at a discounted price as an inducement for the
3 consumer to purchase that product or service or a similar product or service.

4 §3303. Automatic renewal contracts; requirements; prohibitions

5 A. A person who conducts business in this state shall not offer an automatic
6 renewal contract to a consumer in this state if that person does any of the following:

7 (1) Fails to present the automatic renewal offer terms or continuous service
8 offer terms clearly and conspicuously before the subscription or purchasing
9 agreement is fulfilled and in visual proximity to the request for acceptance of the
10 offer, or, if the offer is conveyed by voice, in temporal proximity to the request for
11 acceptance. If the offer includes a free or discounted trial period offer, the person
12 shall clearly and conspicuously explain the price that will be charged after the trial
13 period ends or the manner in which the pricing will change upon conclusion of the
14 trial period.

15 (2) Charges the consumer's method of payment for an automatic renewal or
16 continuous service without first obtaining the consumer's affirmative consent to an
17 agreement which clearly and conspicuously displays the automatic renewal offer
18 terms or continuous service offer terms, including the terms of an automatic renewal
19 offer or continuous service offer that is made at a promotional or discounted price
20 for a limited period of time.

21 (3) Fails to provide an acknowledgment that includes the automatic renewal
22 offer terms or continuous service offer terms, cancellation policy, and cancellation
23 instructions in a manner capable of being retained by the consumer. If the automatic
24 renewal offer or continuous service offer includes a discount, free gift, or trial
25 period, the person shall also disclose in the acknowledgment how to cancel, and shall
26 allow the consumer to cancel, the automatic renewal or continuous service before the
27 consumer is charged for the goods or services.

28 (4) Fails to obtain the consumer's express affirmative acceptance of the
29 automatic renewal or continuous service offer terms.

1 (5) Includes any information that interferes with, detracts from, contradicts,
2 or otherwise undermines the consumer's ability to provide express affirmative
3 acceptance to the automatic renewal or continuous service offer.

4 (6) Fails to maintain a record of the consumer's affirmative consent for at
5 least three years from the date of acceptance or one year from the termination of the
6 contract, whichever is longer.

7 (7) Fails to provide the consumer, before confirming the consumer's billing
8 information and as may be required by Subsection B of this Section, a clear and
9 conspicuous notice stating all of the following:

10 (a) That the automatic renewal or continuous service will automatically
11 renew unless the consumer cancels.

12 (b) The length and any additional terms of the renewal period.

13 (c) The amount or range of costs the consumer will be charged and the
14 frequency of those charges unless the consumer takes timely steps to prevent or stop
15 those charges.

16 (d) All methods for the consumer to cancel the automatic renewal or
17 continuous service.

18 (e) If the notice is sent electronically, a link directing the consumer to the
19 cancellation process, or another reasonably accessible electronic method if no link
20 exists.

21 (f) Contact information for the person offering the automatic renewal
22 contract.

23 (8) Fails to provide a simple mechanism for the consumer to cancel the
24 automatic renewal contract or trial period offer, avoid charges or increased charges
25 for the good or service, and immediately stop any recurring charges. The simple
26 mechanism shall be at least as easy to use as the mechanism the consumer used to
27 accept the automatic renewal contract or trial period offer, and the person shall
28 provide this cancellation mechanism through the same medium the consumer used
29 to accept the automatic renewal contract or trial period offer.

1 B. If a material change occurs in the terms of an automatic renewal contract
2 accepted by a consumer in this state, the person shall provide the consumer with a
3 clear and conspicuous notice of the material change and information on how to
4 cancel the contract, including information on the simple mechanism described in
5 Paragraph (A)(8) of this Section, in a manner capable of being retained by the
6 consumer.

7 C. A person who offers an automatic renewal contract to a consumer shall
8 notify the consumer that the contract will automatically renew or continue unless the
9 consumer cancels the contract. The notice shall inform the consumer of the process
10 for canceling the automatic renewal contract, provide clear and accurate information
11 about the identity of the sender, and be consistent with Paragraph (A)(4) of this
12 Section. The person shall provide the notice by any of the following methods:

13 (1) Postal mail.

14 (2) Electronic mail.

15 (3) Another easily accessible form of communication, such as a text message
16 or a mobile phone application notification, if the consumer specifically authorizes
17 the person to provide notice in that form or if the consumer customarily uses that
18 form to communicate with the person.

19 D.(1) A person that sells a good or service to a consumer pursuant to an
20 automatic renewal contract shall send the notice described in Subsection C of this
21 Section at least twenty-five and no more than forty days before the first automatic
22 renewal and at least twenty-five and no more than forty days before each subsequent
23 automatic renewal.

24 (2) If the initial automatic renewal or any subsequent automatic renewal is
25 for a term less than twelve months, the person shall send the notice described in
26 Subsection C of this Section at all of the following intervals:

27 (a) At least once between twenty-five and forty days directly preceding the
28 first automatic renewal extending the contract beyond a continuous twelve-month
29 period.

1 (b) At least once between twenty-five and forty days preceding any
2 subsequent automatic renewal extending the contract beyond any additional
3 consecutive and continuous twelve-month period.

4 E. This Section does not apply to all of the following:

5 (1) The Louisiana Rental-Purchase Agreement Act as provided in R.S.
6 9:3351 through 3362.

7 (2) A bank, trust company, savings and loan association, savings bank, credit
8 union, finance or credit company, industrial loan company, or any foreign bank
9 maintaining a branch or agency licensed under the laws of the United States, or any
10 subsidiary or affiliate of these.

11 (3) An insurer licensed under Title 22 of the Louisiana Revised Statutes of
12 1950.

13 (4) A contract entered into before January 1, 2011.
14 §3304. Violations; penalties; unfair acts or practices

15 A. A person who violates the provisions of this Chapter shall make
16 restitution to the affected consumer of any payment or debt related to the violation.
17 This restitution may be sought by the attorney general or by the consumer. A court
18 may award financial damages related to the violation, attorney fees, and court costs.

19 B. A person who violates the provisions of this Chapter shall be subject to
20 a civil penalty set by the attorney general of no more than five hundred dollars per
21 violation.

22 C. A violation of this Chapter shall be a deceptive and unfair trade practice
23 and shall subject the violator to actions and penalties provided in the Unfair Trade
24 Practices and Consumer Protection Law, R.S. 51:1401 et seq.

DIGEST

The digest printed below was prepared by House Legislative Services. It constitutes no part of the legislative instrument. The keyword, one-liner, abstract, and digest do not constitute part of the law or proof or indicia of legislative intent. [R.S. 1:13(B) and 24:177(E)]

HB 750 Original

2026 Regular Session

Cox

Abstract: Provides for simple cancellation of automatic renewals.

Proposed law defines "automatic renewal contract", "automatic renewal offer terms", "continuous service renewal offer terms", "clear and conspicuous", "clearly and conspicuously", "consumer", "merchandise", "person", and "trial period".

Proposed law provides that an automatic renewal contract offered to a consumer in this state must clearly and conspicuously disclose the automatic renewal offer terms, cancellation policy, and cancellation instructions to the consumer and obtain that consumer's affirmative acceptance before the consumer can be charged.

Proposed law prohibits inclusion of any information that interferes with or detracts from the consumer's ability to provide affirmative acceptance.

Proposed law requires that a record of the consumer's affirmative acceptance of the terms be maintained.

Proposed law provides that the cancellation mechanism for an automatic renewal contract be at least as easy to use as the mechanism used to accept the automatic renewal offer terms.

Proposed law provides that consumers must be promptly notified of material changes in the automatic renewal contract or any upcoming automatic renewal payments.

Proposed law provides for exemptions.

Proposed law provides for penalties for violations of proposed law.

(Adds R.S. 51:3301-3304)