

2026 Regular Session

HOUSE BILL NO. 750

BY REPRESENTATIVES COX AND CHASSION 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 certain required renewal notifications; to provide for
6 recordkeeping; to provide for exemptions; to provide for violations and penalties; to
7 provide a period within which to cure a violation without penalty; to provide for an
8 effective date; and to provide for related matters.

9 Be it enacted by the Legislature of Louisiana:

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

12 CHAPTER 70. CLICK-TO-CANCEL ACT

13 §3301. Short title

14 This Chapter shall be known and may be cited as the "Click-to-Cancel Act".

15 §3302. Definitions

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

18 (1) "Automatic renewal contract" means a plan or arrangement in which a
19 paid subscription, purchasing agreement, or membership commitment for goods or

1 services is automatically renewed at the end of a definite term for a subsequent term
2 or on a continuous or recurring basis.

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

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

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

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

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

12 (e) Any minimum purchase obligation.

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

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

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

21 (b) "Clear and conspicuous" or "clearly and conspicuously" does not include
22 disclosures that interfere with, detract from, or contain information that contradicts
23 the negative option features and other material terms of the offer.

24 (4) "Consumer" means a person who purchases or attempts to purchase
25 merchandise, for personal, family, or household purposes.

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

28 (6) "Person" means a natural person or that natural person's legal
29 representative, or a juridical person or an agent or mandatary of that juridical 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 that clearly and conspicuously displays the automatic renewal offer terms
18 or continuous service offer terms, including the terms of an automatic renewal offer
19 or continuous service offer that is made at a promotional or discounted price for a
20 limited period of time.

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

1 (4) Includes any information that contradicts or undermines the consumer's
2 ability to provide express affirmative acceptance to the automatic renewal or
3 continuous service offer.

4 (5) Fails to maintain reasonable business records sufficient to demonstrate
5 the consumer's affirmative consent for a period of not less than one year from the
6 date of formation of the contract.

7 (6) 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) The automatic renewal or continuous service will automatically renew
11 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) One or more methods for the consumer to cancel the automatic renewal
17 or continuous service.

18 (e) Contact information for the person offering the automatic renewal
19 contract.

20 (7) Fails to provide a cost-effective, timely, and easy-to-use mechanism for
21 the consumer to cancel the automatic renewal contract or trial period offer, avoid
22 charges or increased charges for the good or service, and stop future charges after the
23 expiration of the contractual term. The cancellation mechanism shall not be
24 unreasonably burdensome or designed to deter cancellation. The mechanism shall
25 provide for cancellation online, or by email, telephone, or another commonly used
26 communication method.

27 B. If a material change occurs in the terms of an automatic renewal contract
28 accepted by a consumer in this state, the person who offered the contract shall
29 provide the consumer with a clear and conspicuous notice of the material change and

1 information on how to cancel the contract, including information on the simple
2 mechanism described in Paragraph (A)(8) of this Section, in a manner capable of
3 being retained by the consumer.

4 C.(1) A person selling a good or service by an automatic renewal contract
5 shall provide notice to the consumer prior to renewal in any of the following
6 circumstances:

7 (a) The renewal term is twelve months or longer.

8 (b) There is a material change in the contract terms, including a price
9 increase.

10 (c) The contract converts from a trial period to a paid subscription.

11 (2) Notice given pursuant to Paragraph (1) of this Subsection shall be
12 provided at least three days prior to the renewal or conversion and shall include all
13 of the following:

14 (a) The renewal terms.

15 (b) The amount to be charged.

16 (c) Instructions on how to cancel.

17 D.(1) Prior to the initiation of any enforcement action or assessment of civil
18 penalties pursuant to this Chapter, a person shall be provided written notice of the
19 alleged violation and shall have thirty days to cure that violation.

20 (2) If the person cures the violation within the thirty-day period and provides
21 written confirmation of that cure, no civil penalty shall be imposed for that violation.

22 (3) This Subsection does not apply to willful or repeated violations.

23 E. This Chapter does not apply to any of the following:

24 (1) The Louisiana Rental-Purchase Agreement Act as provided in R.S.
25 9:3351 through 3362.

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

1 (3) An insurer licensed under Title 22 of the Louisiana Revised Statutes of
2 1950.

3 (4) A contract entered into before January 1, 2011.

4 (5) A person with fewer than fifty employees or with annual gross revenue
5 of less than five million dollars is exempt from the notice requirements of Subsection
6 D of this Section if that person complies with the disclosure, consent, and
7 cancellation provisions of this Chapter.

8 (6) A service provided by a business or its affiliate when either that business
9 or its affiliate is regulated by the Federal Communications Commission.

10 G. A person that demonstrates a good faith effort to comply with the
11 provisions of this Chapter and maintains reasonable compliance procedures shall not
12 be liable for technical or inadvertent violations that do not result in material harm to
13 the consumer.

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 for any actual financial harm directly resulting
17 from the violation. Any private right of action shall be limited to recovery of actual
18 damages. Attorney fees may be awarded only upon a finding of willful violation.

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.

25 Section 2. This Act shall become effective on January 1, 2027.

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 Reengrossed

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 before the consumer can be charged.

Proposed law prohibits the inclusion of any information that contradicts or undermines the consumer's ability to provide affirmative acceptance to the automatic renewal contract.

Proposed law requires that business records sufficient to demonstrate the consumer's affirmative acceptance of the terms be maintained for a period of not less than one year from the date of formation of the contract.

Proposed law provides that the cancellation mechanism for an automatic renewal contract be cost-effective, timely, and easy-to-use, and shall not be unreasonably burdensome or designed to deter cancellation.

Proposed law provides that consumers must be promptly notified at least 3 days prior to the renewal or conversion of any material changes in the automatic renewal contract or any upcoming automatic renewal payments if the renewal term is 12 months or longer, if there is a material change in contract terms, or if the contract converts from a trial period to a paid subscription.

Proposed law provides for a 30-day period within which a person who violates proposed law may cure that violation without penalty.

Proposed law provides for exemptions.

Proposed law provides for penalties for violations of proposed law.

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

Summary of Amendments Adopted by House

The Committee Amendments Proposed by House Committee on Commerce to the original bill:

1. Make technical changes.
2. Change the definition of "consumer" from a person who purchases or attempts to purchase merchandise to a person who purchases or attempts to purchase merchandise, for personal, family, or household purposes.

3. Reduce the time period that records of the consumer's affirmative consent must be kept from the date of acceptance or termination of the contract, from 3 years to 1 year.
4. Change the required cancellation mechanism from the same medium used to accept the automatic renewal contract to one that is reasonable, readily accessible, not unreasonably burdensome, or designed to deter cancellation.
5. Change the requirement to notify the consumer of an upcoming automatic renewal from each automatic renewal to only renewal terms of 12 months or longer, or when there is a material change in contract terms, or a conversion from trial period to paid subscription.
6. Require notice of an upcoming automatic renewal to include renewal terms, amount to be charged, and instructions on how to cancel.
7. Provide a 30-day period within which a person in violation of proposed law may cure that violation without penalty.
8. Exempt a person with fewer than 50 employees or with an annual gross revenue of less than \$5 million from the notice requirements of proposed law if that person complies with disclosure, consent, and cancellation requirements.
9. Provide that a person who demonstrates a good faith effort to comply with the provisions of proposed law shall not be held liable for technical or inadvertent violations.
10. Change the possible penalty for a violation from financial damages, court costs, and attorney fees to actual damages only and attorney fees only for willful violations.

The House Floor Amendments to the engrossed bill:

1. Make technical changes.
2. Remove provision from proposed law that would exclude from the definition of "clear and conspicuous" or "clearly and conspicuously" a disclosure requiring additional action to view, such as clicking on a hyperlink or hovering over an icon.
3. Amend provisions of proposed law that prohibit certain acts or omissions by a person offering an automatic renewal contract to a consumer in this state.
4. Amend provision of proposed law providing that a person offering an automatic renewal contract shall not fail to maintain business records sufficient to demonstrate the consumer's affirmative consent from a period of not less than one year from the date of acceptance or termination of the contract, whichever is later, to a period of not less than one year from the date of formation of the contract.
5. Amend requirements of proposed law regarding the contents of a clear and conspicuous notice to be provided to a consumer before confirmation of his billing information for an automatic renewal contract.
6. Amend requirements of proposed law regarding the cancellation mechanism to be provided to a consumer in connection with an automatic renewal contract.

7. Amend proposed law regarding use of a cancellation mechanism for an automatic renewal contract ~~from~~ stopping any recurring charges to stopping future charges after the expiration of the contractual term.
8. Remove requirement of proposed law that a person offering an automatic renewal contract must provide to the consumer certain required notices by postal mail, electronic mail, or another form of communication authorized by the consumer.
9. Amend requirement of proposed law that certain notices be provided to consumers in an automatic renewal contract prior to renewal under certain circumstances ~~from~~ 15 days prior to the renewal or conversion to 3 days prior to that renewal.
10. Add exemption from proposed law for a service provided by a business or its affiliate when that ~~business or affiliate~~ is regulated by the Federal Communications Commission.