

YOUR CONSUMER RIGHTS



Consumer Law Litigation Clinic
University of Wisconsin Law School
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INTRODUCTION

Wisconsin consumers pay for many products and services, such as cars, bank accounts, credit cards, health insurance policies, health clubs, phones, and utilities. Most of the companies that sell these goods and services treat people fairly, but consumers should investigate their options carefully before agreeing to pay for anything and may need to speak up to receive the treatment they deserve.

This guide covers some of your consumer rights and offers ideas about where you can turn if you believe your rights as a consumer have been violated. It also offers some suggestions to avoid becoming trapped in a bad deal. In general, you should:

- read all documents carefully before signing anything.
- examine all bills closely.
- keep good records of your purchases, service contracts, and efforts to resolve problems.
- put all complaints in writing, and keep copies for your records.
- ask questions and negotiate actively.

Reading this guide and keeping these guidelines in mind can help you save money and fight illegal treatment effectively in a broad range of consumer transactions.

In each section, the guide briefly summarizes the applicable laws, the available remedies, and the Wisconsin state agencies that may be able to assist you. Many of these agencies have free written complaint procedures.

While this guide provides basic information about consumer protection, it does not serve as legal advice. The law varies greatly in how it applies to different fact situations. In addition, laws - and how courts interpret them - change over time.

If you think you may have a legal problem, consult a lawyer. Many lawyers who focus on consumer protection law will offer you a short consultation for free to determine whether you have a valid legal claim.

AUTOMOBILES

Buying a Car? Tips to make you a wiser car buyer:

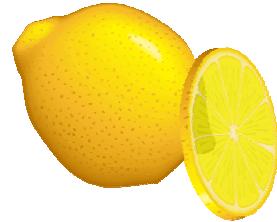


- Arrive at the dealership with a clear idea of features and options you want in your car. Print and internet publications like Motor Trend, Consumer Reports, and Kelly Blue Book discuss features, performance, quality, and prices of cars.
- Read window labels about price and condition. Read the title, odometer statement, and any warranties.

- Test drive the vehicle. Drive it cold and warmed up. Test it at highway and city speeds. The dealer will ask to see your driver's license and may have you take a salesperson along.
- Ask the vehicle's former owner about its condition, mileage, and use. Dealers are required to give you the name and address if you ask.
- Have the vehicle inspected by a mechanic or body shop before you buy to find any severe hidden damage or mechanical problems the seller did not tell you about. If your county requires emission testing, consider having a test done before you buy. The selling dealership's inspection does not ensure the vehicle will pass a state emission test.
- If you order a new vehicle from the factory, test drive and inspect it when it arrives at the dealership. You do not have to accept a vehicle that arrives damaged.
- Insist that all oral promises be put in writing on the contract.
- Sign only when you're ready to buy; **you do not have a 3-day right to cancel** a contract signed at a dealership. Keep copies of all documents and anything else you sign.
- Contact the DOT's if the dealer refuses to honor its advertisement or tries to change the details of its offer. You can also contact the Dealers Section to find out if someone else has filed a complaint against the seller or if you have any questions at (608) 266.1425 or email dealers.dmv@dot.state.wi.us.
- Ask to see the vehicle title. If the title is missing or is not in the seller's name, shop elsewhere.
- Check Internet resources like www.carfax.com for information on the vehicle's history and mileage. You will need the vehicle identification number (VIN).

Problems with a new car—Wisconsin's Lemon Law

If your vehicle and its defect are covered by the Lemon Law, you may be entitled to either (1) a full refund of the value of the car or (2) a replacement vehicle.



How do I know if my vehicle is covered by the Lemon Law?

You are protected under Wisconsin's Lemon Law if **all** of the following are true:

- Your vehicle is a car, truck, motorcycle, or motor home,
- You took delivery of your purchased or leased vehicle in Wisconsin,
- You are the first consumer to own the vehicle, and it is still under warranty,
- Your vehicle has a defect that the dealer could not fix after four tries, **OR** your vehicle has some defect(s) and you were unable to use it for a total of thirty days,
- The above problem(s) occurred less than one year after you took delivery of your vehicle.

How do I know if my vehicle has a defect that is covered by the Lemon Law?

Your vehicle has a defect that is covered by the Lemon Law if both of the following are true:

- The vehicle has a problem which affects its use, value, or safety,
- The problem is covered by the warranty.

Any problems resulting from abuse, neglect, or alteration of the vehicle are not defects under the Lemon Law.

What should I do if I think I meet all of the requirements?

If you are protected under the Lemon Law and your vehicle has a defect that is covered by the Lemon Law, you should do the following:

- Keep all of your paperwork, including purchase contracts, warranties, repair orders and correspondence with the dealer or manufacturer.
- Write to the vehicle's manufacturer and ask for a refund or a replacement vehicle in exchange for the defective vehicle.
- Call the Dealer Section of the Department of Transportation (DOT) at (608) 266.1425, and ask whether the manufacturer has a certified arbitration program. If so, you must use it. After you and the manufacturer explain the problem to the arbitrators, they make a decision that you may or may not choose to accept.
- Consider consulting an attorney before the arbitration process or afterwards if you are unsatisfied with the arbitrator's decision.

Buying a used car? How to spot a car with a turned-back odometer?



- Make sure mileage and wear make sense.
- Take a long, careful look at the vehicle. Does the condition match the miles on the odometer? Is there excessive wear in the interior, especially in the driver's area? Look for maintenance stickers, warranties or other paperwork that may indicate a higher mileage.
- Are the miles low, but the tires new or mismatched? The date the tire was manufactured can be determined by coded numbers on the tire.
- Have parts been replaced that normally would not have been replaced on a low mileage vehicle? Pay attention to parts such as batteries, hoses and clamps, and fan or air conditioning belts.
- Do an odometer accuracy check at www.carfax.com for free.
- If you suspect the car's odometer was turned back, contact the Wisconsin DOT Odometer Fraud Unit at (608) 266.1425. You may also contact an attorney because odometer tampering is prohibited by federal law.

Problems with the used car you bought from a dealer?

Used cars sold by Wisconsin dealerships are required to have a sticker in the window called the Wisconsin Buyer's Guide. Read it carefully before you buy. The window sticker describes the items that the dealer inspects, explains defects, and lists any included warranties. Dealers must inspect the vehicle and disclose any noticeable defects. If you notice a defect shortly after purchase that was not disclosed on the buyer's guide, ask the dealer to cover the cost of the repair. If the dealer refuses, you should consider filing a complaint with the DOT Dealer Section and/or consulting an attorney.

General tips for resolving any car-related problem:

Contact the dealership if you haven't already. Tell the dealership about the problem and give the dealer an opportunity to resolve it. Keep a record of any contact with the dealer. Get an invoice for any repairs, and write down the date, time, and who you spoke to at the dealership. Follow these tips when talking with the dealership;

- Speak to the owner or manager about your concern.
- Use a friendly, not an angry tone. Assume the problem is unusual and the dealership wants to fix it. Be reasonable, polite, and discuss the facts.
- Let the dealer know you're a loyal customer and you're complaining because you want to continue being a customer. The dealer may not try as hard to please you if it's already lost your business.
- Tell the dealer exactly what you want - a repair, refund, apology, etc.



If you don't resolve your dispute with the dealer, consider:

- Filing a complaint with the DOT, Dealer Section.
- Consulting a lawyer.

Car Repair Problems

Car repair shops must get your authorization for any repair. This includes businesses that install or repair accessories - such as stereos and cellular phones. It also covers shops that rebuild parts for consumers. Consider the following car repair tips:

- Look for a repair shop **before** you need one. Ask friends and family to recommend repair shops they trust.
- Make sure you ask if the repair work will be under a warranty and get it in writing. Read and compare warranty policies when selecting a shop.
- When your car needs repairs, be sure the shop is capable of performing those repairs. Look for mechanic certification and membership in professional associations.
- Even though you bring in your car with a specific problem, the shop may recommend additional repairs. If you are uncertain whether or not the

work needs to be done, you may want to get a second opinion. Always get a second opinion and a second estimate for expensive repairs.

- Repair shops must give you a written estimate if the bill will exceed \$50. If you don't want an estimate, the shop must still give you a copy of the repair order describing what repairs will be done.
- No unauthorized repairs are allowed. But if you drop off your car before the shop opens with a note to repair something - and you don't ask them to call you with an estimate - the shop can charge whatever it wants.
- When calling for additional authorization, the shop must tell you both the cost for the additional repairs and the new total cost of the complete job. Make sure you leave a telephone number where the shop can reach you.
- When work is completed, the shop must provide you with an invoice describing the repairs, replaced parts (specifying if used or rebuilt), and warranties for repairs and parts.
- The shop may hold your vehicle until you pay for authorized repairs. However, once you have paid for authorized repairs, the shop cannot keep your vehicle because you refused to pay for unauthorized repairs.



Tips for selling a vehicle:

- Have a vehicle titled in your name.
- Pay what you owe to any lien holders before you sell the car.
- If the car was ever seriously damaged, call the DOT at (608) 266.1425, ask if the title should be branded, (in other words, indicate serious damage), and how to do so.
- Keep the title until the buyer pays you. Have all owners sign the title. Complete the odometer statement at the bottom of the title. Give the most recent title to the buyer. Photocopy and save the signed title and bill of sale.
- Take your license plates off the car and keep them.
- Get a dealer license if you plan to sell more than 5 cars a year.
- Don't take a personal check; insist on a cashier's check or a money order.

Where can I learn more?

For questions about car repair problems contact:

Department of Agriculture, Trade, and Consumer Protection
2811 Agriculture Drive
P.O. Box 8911
Madison, WI 53708-8911
(608) 224.5012
(800) 422.7128

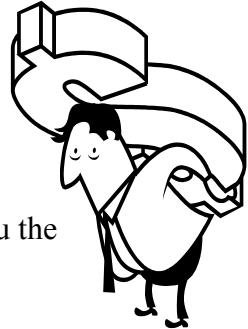
For all other car problems contact:

Department of Transportation
Dealer Section
P.O. Box 7909
Madison, WI 53707-7909
(608) 266.1425

DEBT COLLECTION

Can I be sued if I fail to pay a debt?

Yes. However, first the creditor must notify you that you are in default and give you the chance to repay the debt.



What should I do if a debt collector is contacting me?

Most importantly, keep a record of the contacts. Debt collectors sometimes violate consumer protection laws during these contacts, and keeping records can help you document any violations. If the contact is by letter, keep the letter and its envelope. If the contact is by phone, ask for the full name of the person making the call, the company for which he or she works, and the creditor's name. Write down the time and place that you receive each call and a summary of the conversation. If the call is taken by an answering machine, keep a copy of the tape containing the call. This information will be helpful if you file a complaint with the Wisconsin Department of Financial Institutions or sue the debt collector.

Can a debt collector contact me at any time and any place?

Debt collectors cannot call you at a time or place that they know is inconvenient for you, and never before 8 a.m. or after 9 p.m. If you notify debt collectors that a particular place or time of day is inconvenient for you, they must stop calling at that time or place. It is best to notify debt collectors of any inconvenient time and/or place in writing and keep a copy of the letter for your records.

What else can't debt collectors do?

In general, debt collectors may not harass consumers, their spouse or any member of their immediate family. Harassment includes using threatening or obscene language, threatening violence, impersonating a law enforcement official, or threatening criminal prosecution. In addition, a debt collector may not misrepresent information in an attempt to collect the debt. If a debt collector knows that you are represented by an attorney in connection with the debt, the debt collector cannot contact you directly.

What can I do if I feel a debt collector is harassing me?

- Notify the debt collector in writing that you no longer wish to be called. If you do, the debt collector must stop calling. If the debt collector continues to call you, refer them to your letter and politely hang up. Keep a copy of the letter you write to the debt collector. Log any further calls.
- Contact an attorney. Filing a lawsuit under federal and state unfair debt collection laws may entitle you to money damages, including damages for emotional distress, and your attorney fees if you are successful. However, even if a court concludes that the debt collector violated the law, you will still owe the debt, unless the creditor agrees to write it off.
- File a complaint with the Wisconsin Department of Financial Institutions (608) 261.9555.

Can a debt collector contact my employer?

A debt collector may only communicate with your employer to verify your employment or earnings.

Can a creditor repossess my personal property if I default on my payments?

Wisconsin law prohibits “self-help” repossession of property (repossession without a court order) obtained by credit for personal use that is valued at \$25,000 or less at the time of the sale. The law also prohibits a repossession that breaches the peace.

A creditor cannot repossess personal property unless:

- The creditor files a lawsuit against you for nonpayment on the debt and obtains a judgment from the court; or
- You voluntarily surrender the property.

If the debt collector files a lawsuit against you, you will be served with legal papers. These papers tell the date, time and court where the lawsuit will be heard. If you do not appear at the set time and place, the judge can enter a default judgment against you. If you are served with papers, you may want to seek the advice of an attorney.

If a creditor repossesses your personal property in violation of the law, you may be entitled to:

- Keep the property without making any more payments;
- The value of the property if the creditor has since resold it;
- A refund of all payments you have made to that point;
- Your attorney fees.



When can a creditor garnish my wages?

To garnish your wages, creditors must follow the same procedure that applies to repossession. The opportunity to garnish and the amounts that may be garnished are quite limited. For example, a creditor cannot deprive you of the ability to pay for basic necessities. Wisconsin law does not allow garnishment that would drop you below the national poverty level for your family size.

Debt Consolidation Companies:

What is a debt consolidation company?

A debt consolidation company claims that it can lower your debt by negotiating a payment plan with your creditors. You pay the company an amount over time that is lower than the total debt, and the company promises to pay each of your creditors a negotiated payment. If the creditor is unwilling to negotiate a payment plan, you should not be obligated to pay the debt consolidation company for any services to the creditor. There is usually a set up fee to cover the cost of obtaining and monitoring your credit report, and setting up your account. The company, however, may not charge interest on the amount of money paid for its services. The company may also request access to your checking account so that it can automatically withdraw your monthly payment that is used to pay your creditors.

Will my creditors stop asking for payments as soon as I sign up with a debt consolidation company?

Not automatically. The debt consolidation company will usually take 3-5 weeks to set up a payment plan. During this time, it may be a good idea to inform your creditors that you have made arrangements with a consolidator.

How do I know if the company is legitimate?

A debt consolidation company must be licensed with the Wisconsin Department of Financial Institutions (DFI) to do business in this state.

May I cancel the contract?

You may cancel a contract with your debt consolidation company, but there may be a cancellation fee. A description of the cancellation fee must be included in your contract.

What are the maximum fees that a debt consolidation company can charge me?

According to DFI, the debt consolidation companies must follow one of the following fee plans: (1) the initial set up fee cannot exceed \$50, or (2) the maximum monthly fee cannot exceed 10% of the total amount that the debt consolidation company pays to the creditor(s) or \$120 in any one calendar month, whichever is less.

What must a debt consolidation company disclose?

The terms and length of payment(s), the due date for payment(s); the company's fees; the amount of each payment to be paid by or on behalf of the debtor; and a statement that allows the debtor to examine his or her accounts in the company's office during regular office hours.

What can I do if a company fails to fulfill its obligation?

File a complaint with the Wisconsin Department of Financial Institutions (608) 261.9555.



BANKS AND CREDIT UNIONS

What is the difference between a bank and a credit union?

Credit unions are nonprofit corporations governed by their members, while banks are for-profit corporations that are owned and operated by private investors. Members of credit unions typically vote for the credit union's board of directors. Banks and credit unions must comply with a variety of state and federal consumer protection laws, including disclosure requirements. Banks and credit unions offer similar services (such as savings and checking accounts). When obtaining a loan through a bank or credit union, be sure you:

- Read and understand all paperwork **before** you sign. Ask for an explanation of any part of the paperwork you don't understand.
- Pay particular attention to fees or other charges included in the loan.

How do I file a complaint against a financial institution?

Obtain complaint forms by calling the appropriate agency or by using its website.

- State Chartered Banks Credit Unions, and Savings and Loans:
 - ▣ Wisconsin Department of Financial Institutions (DFI)
(608) 261.9555
www.wdfi.org

- Federally Chartered Banks
 - Federal Deposit Insurance Corporation (FDIC)
877.ASK.FDIC (877.275.3342)
www.fdic.gov
- Federally Chartered Credit Unions
 - National Credit Union Association (NCAU)
(703) 518.6300
www.ncua.gov
- Federally Chartered Savings and Loans
 - Office of Thrift Supervision
800.842.6929
www.ots.treas.gov

Bank Accounts

Banks offer many products, including check cards, debit cards, checking, and savings accounts. Each of these financial products may carry costs to the consumer.

- Read all paperwork when you open the account and so that you understand fees charged for using the products.

Checking and Savings Accounts

These accounts may charge a variety of fees. Some accounts require minimum balances to avoid monthly charges. Shop around for lower monthly fees. Be sure to:

- Keep your checkbook register up to date. Subtract money spent as you spend it.
- Record both checks and electronic transactions so that you do not inadvertently overdraw your account. Record and subtract any fees.
- Balance your checkbook monthly.
- Examine your bank statement each month for errors.

Automated Teller Machines (ATM)

ATMs offer easy access to existing bank accounts. Many financial institutions charge fees for using ATMs. Be aware that using an ATM other than your bank's ATM may mean that you will pay a fee to that bank **and** your bank. In effect, you may be charged twice.



What are debit cards?

Check cards, ATM and combined ATM/check cards are types of “debit” cards. Consumers generally use them to withdraw cash, perform routine banking transactions at ATM machines (such as deposits and transfers) and make purchases. While they may look like credit cards,

debit cards operate very differently. Unlike a credit card, the funds are drawn directly from the consumer's bank account.

Are there fees attached to debit and check cards?

Yes. Often a "point of sale" transaction fee will be charged each time you use your card or if you exceed a stated limit.

- Be sure to subtract this fee from your checkbook balance.
- Ask about annual, monthly, and/or transaction fees when you open the account.

Am I protected from liability for a lost or stolen debit card?

Not necessarily. Consumers have less protection with debit cards than with credit cards. Because the debit card is often tied to your checking account, unauthorized use can cause significant loss to the consumer.



Tips for using Debit Cards and Combination Cards

- When you first receive the card, jot down the number to call if your card is lost or stolen. Keep this number with you at all times.
- Notify the card issuer immediately if your card is lost or stolen.
- If you report your debit card lost **before** it is fraudulently used, the card issuer cannot hold you responsible for any fraudulent use. If the card is fraudulently used but you report it missing **within 2 days**, your liability is limited to the amount of fraudulent withdrawals or \$50, whichever is less. After two days, your liability increases up to \$500. If you do not report the card missing within 60 days, you can be liable for all of the fraudulent withdrawals.

What can I do if the bank makes a mistake on my monthly account?

If an error or other problem appears on your monthly account statement, notify the financial institution in writing immediately. Once notified, the institution has 10 days to investigate. If more time is needed, the institution may take up to 45 days for the investigation, but only if it credits your account in the amount of the error. If the error involves a debit card transaction the institution has 20 days to investigate and may take up to 90 days if needed.

After the investigation the financial institution will correct the error or explain why it believes there is no error. If you wait more than 60 days to report an error the financial institution has no obligation to investigate or correct errors.

FINANCIAL SERVICES OFFERED BY OTHER INSTITUTIONS

Some companies offer alternative financial services that are different from those offered by traditional banks or credit unions. The most common types are check cashing stores, payday loan outlets, auto-title loan and rent-to-own companies. These companies usually do not require a credit check but they charge extremely high interest rates for their services. These services are typically marketed to consumers with no credit or bad credit.

What are check cashing businesses?

A check cashing business (sometimes called a currency exchange) will cash a check for a fee. Always ask about the fees **before** cashing your check. The fee ranges from 2% to 10% of the amount of the check.



What is a Payday Loan?

A “payday loan” involves writing a post-dated check to a payday lender. In return, the consumer immediately receives cash. For example, a consumer writes a check for \$240, post-dated for two weeks later, and receives \$200 in cash. The lender waits two weeks before cashing the consumer’s check. The \$40 difference between the amount of the check and the cash the consumer receives is a finance charge.

Before applying for a payday loan you should know:

- Payday borrowing is very expensive because lenders can charge as much interest as they wish.
- The interest on payday loans is typically greater than 500%.
- If you do not pay off your loan within the initial waiting period, the payday lender charges an additional fee to extend your deadline for repayment. In the example above, the consumer would pay another \$40 to “roll over” the loan for two more weeks.
- The more times you “roll over” your loan, the worse the deal gets. You can end up paying many times more in fees than you originally borrowed.



What are Auto-Title Loans?

In an auto-title loan, the lender holds the title to your car until the loan is paid, typically for 30 days. If you are just one day late with your payment, your entire loan plus interest is immediately due and you must pay it to avoid losing ownership of your car. Once the loan is paid back, you get the title back from the lender. Be aware that:

- Like payday loans, the interest rate is very high; typically 300%.
- The title-loan company places a lien on your vehicle through the Department of Motor Vehicles.

- There may be a waiting period before the company permanently takes your title. Ask about this before taking out an auto title loan.

How do Rent to Own Agreements Work?

Rent-to-own agreements cover a variety of household items like large appliances, televisions, stereos, and furniture. Under most rent-to-own contracts you can take the merchandise home today, usually without a down payment, and begin making monthly or weekly payments. Generally, no credit check is required. Some companies provide free repairs or maintenance while you rent the merchandise. Once you have made all of your scheduled payments, you own the merchandise. However, by that time, you will probably have paid two or three times the cash price of the goods. This is an expensive way to buy goods and you should consider lower-cost options such as credit or layaway plans.

- Read your contract before you sign. Make sure the rental payments in the contract equal the cost that the sales person told you.
- Understand the total amount of payments necessary to own the item.
- Understand the consequences of late payments. Some companies immediately start the repossession process if you are late on a payment.
- Understand the return policy. Some companies do not allow returns.
- Understand possible penalties if you stop payments, which may include fees or repossession.
- Ask if you must pay for repairs.
- Ask about delivery and pickup charges.

What are Tax Refund Anticipation Loans?

These are loans against your tax refund and are very expensive. Tax preparers get: an application fee for the loan, a handling fee to file the return electronically, and a percentage of the loan, which is charged as interest.

- The cost of this loan can average \$150, which will be deducted from your tax refund.
- There are free tax preparation services such as the Volunteer Income Tax Assistance program (VITA). While VITA does not make refund anticipation loans, it files your return electronically for free and you should receive your refund within a few weeks. Call (608) 266.2772 or visit VITA's website for a list of sites that offer services at www.dor.state.wi.us/faqs/vita.html.



CREDIT

Credit Reports



What does a credit bureau do?

There are three national credit bureaus: Equifax, Experian and Transunion. These bureaus gather information about a consumer's credit history from banks, loan companies, and other creditors and compile it into a credit report. The credit report is made available to other potential creditors, such as financial institutions and lenders, as well as insurance companies. Credit reporting agencies do not decide whether you are eligible for credit, but credit reports have a huge impact on your ability to receive credit.

What is a credit score?

Credit scoring was created to provide creditors with a quick means of rating a consumer's credit history. The precise methodology used to determine a credit score is kept secret. Credit scores can be based on a variety of factors including: a consumer's bill-paying history, number and type of credit cards, collection actions, outstanding debts and age of accounts. The scores assigned by each credit bureau can differ greatly because each weighs different factors. The lower the score, the higher a credit risk the consumer is understood to present.

Who can obtain my credit report?

Credit bureaus do not need your approval before they release your report, and they do not have to notify you after they release it. However, federal law limits the situations in which credit reporting agencies can release your credit report. They may do so only:

- In response to a court order.
- By your written request.
- In connection with a credit transaction for which you are being considered (with or without your knowledge) or are otherwise involved, such as a loan application.
- For employment or investment purposes.
- For the purposes of underwriting your insurance.
- If you apply for government benefits; or
- For any other legitimate business purpose.

How can I get a copy of my credit report?

Since credit reports often contain incorrect information that can negatively affect your ability to obtain credit, it is a good idea to obtain a copy of your credit report to verify its accuracy **once a year**. This provides you with the opportunity to correct errors and protect yourself from identity theft.

If you have been denied credit, you are entitled to receive a free copy of your credit report. Simply request a copy from the credit-reporting agency that supplied the report to the creditor. Otherwise, in Wisconsin where credit bureaus are not required to provide any free reports, each report will cost you approximately \$9. You can obtain a copy of your credit report by contacting one or all of the three major credit bureaus:

Equifax

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
1.800.685.1111
<http://www.equifax.com>

Experian

Experian Information Solutions
P.O. Box 919
Allen, TX 75103
1.866.200.6020
<http://www.experian.com>

TransUnion

Trans Union
P.O. Box 97328
Jackson, MS 39288-7328
1.800.916.8800
<http://www.transunion.com>

or get all three at www.myfico.com



What can I do if I believe the information in my credit report is inaccurate?

Write to the credit bureau immediately and describe the error in as much detail as possible. The agency must investigate your request and correct the error, if one is found. If a correction is necessary, the agency must inform every business that has recently received your report that a correction has been made. If the dispute is not resolved, you have the right to file a brief statement describing the nature of the dispute with the credit reporting agency. This statement, or an accurate summary of the statement, must be included in any future credit report concerning you. Since the reports from the three major credit bureaus may contain different information about you, it is a good idea to obtain a report from each of them.

Additionally, you should contact the company that provided the incorrect information. It may verify the mistake and write a letter on your behalf requesting that the credit reporting agency fix the error.

How do I protect myself from ruining my credit score?

Protect yourself because no one else will. Remember that it is your responsibility to know how much credit you are able to pay off each month. Creditors make money when you stretch out your payments or pay late.

At the very least, make the minimum payment on all your bills. Late fees are exorbitant and many contracts provide that missing one payment will result in a higher interest rate.

Warn your kids that credit card debt can ruin their credit. Young adults are targets for credit cards they cannot pay off; educate them about responsible credit use.

CREDIT CARDS

Many consumers receive mailed advertisements for new credit cards. The advertisements often contain offers for special goods and services or low introductory rates as a way to encourage consumers to accept the new card.

Can I minimize this mail?

Yes, you can. Write to request to be removed from mailing lists:

Direct Marketing Association
Mail Preference Service
P.O. Box 9008
Farmingdale, NY 11735-9008



What are “teaser” interest rates?

“Teaser” interest rates are artificially low introductory interest rates that companies advertise to encourage you to accept their card. Most teaser rates are good for a limited time. After that, the rate goes up. Any balance that you maintain after the teaser rate expires will be charged at the higher rate of interest.

If you receive a check as part of a credit card solicitation, be aware that if you cash it, you have probably accepted the terms of the agreement, including the high interest rate.

What should I know about late charges and penalties?

Many credit card companies include information about late charges and penalties in small print in the agreement that accompanies your card. You can be charged a fee if you make even a single late payment. Under many contracts, one late fee allows the creditor to increase your interest rate. The failure to pay on time may also be included in your credit report.

If you notice that your statement includes a late fee, call your credit card company immediately. Some companies may be willing to eliminate the fee.

Can I cancel my credit card at any time?

Yes. If you no longer want a card, you may cancel it at any time. Remember, however that you are still responsible for any remaining balance on the card. The best way to cancel the card is to notify the credit card company in writing that you are canceling it. Don't forget to cut up the card after it is cancelled.

What if my credit card is lost or stolen?

Call your credit card company immediately if your card is missing. When you contact the company before any charges are made, it can prevent unauthorized use of your card.

If someone has used your card the most that you may be required to pay under the law is \$50. Some contracts don't require that you pay any part of the unauthorized charges. This does not apply to debit cards.

What if I disagree with a charge on my credit card bill statement?

Information about how to dispute a charge should appear on the back of your billing statement. You must dispute a charge in writing within 60 days of the first bill that contains the incorrect charge. You must include the following information:

- Your name and account number.
- The dollar amount you dispute; and
- The reason for your dispute.

Once you have disputed the charge, the credit card company must investigate and report the results to you in writing. In many cases, the charge will be cancelled. Interest associated with the successfully disputed charge must also be cancelled.

Do I have to pay the disputed portion of the billing while the investigation is pending?

No. Until the dispute is resolved you do not have to pay the disputed portion of the bill. However, you still must pay the undisputed amounts of the bill.



SALES AND ADVERTISING

Introduction

Be careful when making purchases in person, over the telephone or on the internet. Before making purchases, find answers to your questions about future notices, billing, warranty, returns, or hidden fees. Ask for terms in writing.

Before signing any contract, be sure to read and understand all terms. Request explanations in writing of any undefined terms or oral promises, including warranty information, return policies, and arbitration clauses (see the **mandatory arbitration clause section** of this manual). Get copies of anything you have signed.

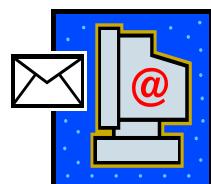
Identity Theft

Identity theft occurs when someone gets enough of your personal information that they can assume your identity. Identity thieves can then open credit cards and run up large debt under your name, ruining your credit. Reduce the likelihood of identity theft by following these guidelines:

- Be protective of your Social Security Number. Do not carry your Social Security card with you or give out this number unless you are absolutely certain it is necessary. Most purchases or membership applications should not require your Social Security number.
- Be protective of your Personal Identification Number (PIN). Keep PIN numbers separate from any credit or debit cards and do not give your PIN numbers to anyone. Your PIN numbers should only be required for a cash machine or for debit card purchases at stores where you type in the number yourself. Do not write down or verbally give a PIN to anyone.
- Be protective of your mail. Make sure you are receiving your bills in the mail. If your bills don't arrive, contact the company immediately. Your mail could be stolen, including your account numbers listed inside that mail.
- Check your credit reports once a year. See the **credit** section of this manual.

Using the Internet Safely

If you make internet purchases, take these steps to increase the safety of your credit card numbers and other personal information.



- Shop at familiar sites. Most mainstream businesses use credit card encryption which keeps your credit card number hidden from everyone except you and the seller. Before buying, check the site's information section for details about credit card purchases and encryption. Respectable sites provide details about their encryption process.

- Never send credit card numbers through a regular email message. Only make purchases from companies using encryption software that allow you to enter your number directly on their website.

Wait!!!! Before you click your way to a binding contract...

In many cases, an electronic contract or signature can be enforced as if it were on paper. Read internet agreements carefully before clicking “OK” or “I accept” on any websites. Otherwise, this simple click could bind you to terms that you do not agree to.

First, find out whether the business intends to send you bills or notices regarding your purchase electronically or through the U.S. Mail. Some businesses may attempt to get your consent to do everything over the internet. Before consenting to using only email or web pages for billing, payments, or other communication with a business, consider what might happen if you change email addresses, or in the future you find yourself without internet access. If you do not have internet access and/or do not use the internet, be sure that you do not commit to electronic contracts, billing, or notices.

Protect your Personal Information

Many internet sites ask you to join as a member for free. Other sites have prize giveaways or sweepstakes offerings. These sites require you to give personal information. Before giving any information, be aware of what the company will do with it. If you give out your address, many sites will sell it to marketing firms and you will receive junk mail and solicitations, either through email or the U.S. Mail. Some websites allow you to check a box stating that you do not wish to receive promotional information. However, they may still sell or give your information to others who will. Never give out your credit card numbers or Social Security Number to get free memberships on websites.

RING RING....SALES, ADVERTISING AND YOUR TELEPHONE

How does Wisconsin law protect me from telemarketing?



Wisconsin has a “Do Not Call List.” Putting your name on the list will reduce, but not completely eliminate, telemarketing calls to your home. Your name stays on the no-call list for two years. Put your name on the list by calling 1.866.9NO.CALL (1.866.966.2255) toll-free in Wisconsin. You can also add your name on the internet at:

<https://nocall.Wisconsin.gov/web/registration.asp>. The federal government also has a Do Not Call List. You can register online at DONOTCALL.GOV if you have an active email address. You can call toll-free 1.800.382.1222 (TTY 1.866.290.4236) from the number you wish to register. **Registration is free.**

Shopping over the phone

Deal only with reputable companies and avoid purchases through a toll-free number left on your answering machine or voice mail because you don't really know whom you are calling. There is almost never a need to give your Social Security Number over the phone to anyone.

False Advertising

How does Wisconsin law protect me from false advertising?

Wisconsin's false advertising law prohibits false, deceptive, or misleading statements, called misrepresentations, and "bait and switch" schemes (advertising a product and then steering the consumer toward a similar but more expensive product). If you have suffered a monetary loss because of a misrepresentation, and cannot resolve the dispute, contact an attorney. You may be entitled to recover your loss as well as your attorney's fees.

What type of situations does the law apply to?

The law applies to printed advertising in newspapers, magazines, flyers as well as radio and television advertising, sales promotions, and sales demonstrations. The law applies to mass advertisements and face-to-face communications such as a salesperson's statement to you in a store, on your doorstep, over the phone, or on the internet.

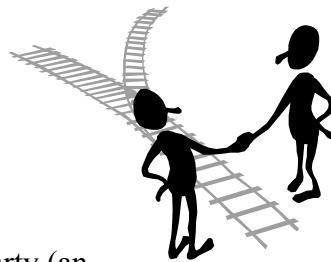
What is misrepresentation?

Whether an advertisement or other statement is a misrepresentation depends on the facts of a particular situation. In most cases, opinions are not misrepresentations. In addition, "puffery," or exaggerations about a product or service that cannot be proven wrong are not misrepresentations. For example, if a salesperson says, "This is a great car", it is not a misrepresentation because it is the salesperson's opinion. Lying about a product's capabilities, making unrealistic promises, or assuring results that simply cannot be achieved may be misrepresentations under Wisconsin law.

MANDATORY ARBITRATION CLAUSES

What is arbitration?

Arbitration is a form of resolving disputes in which a neutral third party (an arbitrator) hears evidence and decides the case. In that sense, it is similar to filing a lawsuit and going to court. However, arbitration is less formal than a lawsuit. Businesses like arbitration because it protects them from lawsuits. As a result, businesses often include mandatory arbitration clauses in their contracts.



Why should I care about mandatory arbitration clauses?

A mandatory arbitration clause in a contract requires you to arbitrate any dispute you might have with the company in the future. These clauses frequently appear in applications or contracts with credit card companies, telephone and cable service providers, car dealerships, mobile home manufacturers, and lending institutions.

Mandatory arbitration clauses often appear in standard-form contracts, where you have no opportunity to negotiate the terms. They are often one-sided, meaning that while you “agree” to arbitrate - and forfeit your right to sue - the company can still sue you. For example, in a mortgage loan contract, a bank might include a mandatory arbitration clause stating that you, the borrower, “agree” to arbitrate all disputes with the bank, but the bank can sue you to foreclose on your house if you fall behind on payments.

What can I do about arbitration clauses?

- Carefully read all contracts before entering a transaction because you might forfeit rights when you sign a contract containing a mandatory arbitration clause. You should be aware of **changes** in the terms of existing contracts. For example, credit card companies may try to modify the terms of your contract through the mail. Continuing to use the card often binds you to the new terms, whether you read them or not.
- Keep good records. Keep copies of all contracts, warranties, receipts, and correspondence with the company in case a dispute arises.
- Arbitration clauses often give you the right to choose the arbitrator. Therefore, if you decide to arbitrate a dispute, shopping around might help you choose a consumer-friendly arbitrator. Many arbitration services have websites (e.g., www.adr.org) which provide information about their procedures and costs.



HEALTH

Buying Health Insurance

Before you buy health insurance, you should:

- Call the Office of the Commissioner of Insurance (OCI) (608) 266.3585 or (800) 236.8517 and ask if the insurance company or HMO is in good standing. Review OCI records on consumer complaints against that company. Avoid companies and associations that OCI is unaware of, and those that have received many consumer complaints.
- Read the policy carefully. Knowing the details of your policy can prevent disputes and may assist you if a dispute actually arises. Pay particular attention to the list of exclusions (conditions and treatments that the policy will not cover).

- Typical exclusions are for pre-existing medical conditions, experimental treatments, and medically unnecessary treatments.
- Seek professional advice from your employer, your health insurance company, OCI, or an attorney in understanding how policy exclusions may apply to you and your family.

What if I cannot afford to purchase health insurance or prescription medication?

If you have children under 19 living with you, call Wisconsin's BadgerCare program at (800) 362.3002.

If you cannot afford health care or no one will sell you a policy because of existing medical conditions, call Wisconsin's Health Insurance Risk Sharing Plan at (800) 828.4777 or (608) 221.4551.

If you cannot afford your prescription medications and are over 65, call Wisconsin's SeniorCare Program at (800) 657.2038.

Claim Denials

What if my insurer or HMO refuses to pay my claim?

If your health insurer denies your claim (either before or after you receive care), you may be able to challenge that decision. You should follow these steps:

First, use your insurer's designated internal grievance procedure. Contact your insurer to get information about this process. Wisconsin law requires your insurer to provide you with this information.

After completing the internal grievance procedure, you may:

Request an independent external review (IER) of your insurer's decision. This option is available only if your insurer denied your claim for certain reasons, such as the treatment was "experimental" or was not "medically necessary." Contact OCI for more information about IER. Note that, in certain circumstances, you may be able to skip the internal grievance and proceed straight to IER. **However, by choosing IER, you may be giving up the right to sue your insurer or HMO for the denial.**

File a formal complaint with the Office of the Commissioner of Insurance (OCI):

State of Wisconsin
Office of the Commissioner of Insurance
GEF 3, 2nd Floor
125 South Webster Street
Madison, WI 53702 (608) 266.3585 or (800) 236.8517 (Wisconsin only)

Contact an attorney about filing a lawsuit against the insurer for breach of contract.

No matter which option(s) you choose, you should always keep good written records. Records will help in case a dispute arises with your insurer or HMO. At minimum, you should keep:

- Dates of appointments.
- Services provided.
- Receipts for any payments.
- Any paperwork from appointments.
- Dates you filed claims.
- Notes about telephone or in-person conversations with your insurer, such as:
 - Name of the person(s) you spoke with.
 - Their job title(s).
 - The date(s) of the conversation(s).
 - The information they gave you.

Maintaining Health Insurance Coverage

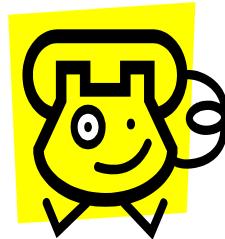
How can I maintain health coverage if I am no longer eligible for health insurance through my employer (or my spouse's employer, or my parent's employer)?

Contact the human resources department of the employer who previously covered your health insurance and ask about COBRA continuation coverage. COBRA gives former employees, retirees, spouses, former spouses, and dependent children the opportunity to temporarily continue their health coverage. COBRA is available when coverage is lost due to certain "qualifying events" which include: termination of employment, a reduction of hours, divorce, death, or loss of dependent status.

What is a major life event occurs and a member of my immediate family does not have health insurance?

If you or your spouse's employer provides health insurance, that employer is required to provide a special enrollment opportunity when a major life event occurs. You must notify the employer of your request for special enrollment within 30 days of a major life event. Major life events may include:

- Marriage, birth, or adoption
- A family member losing health insurance



PHONE SERVICE

Can the phone company cut off my phone service?

Yes, if you:

- Have a delinquent balance greater than one month's local service charges, or fail to pay a deposit or agreed-upon installments.
- Lie on your application for service, interfere with someone else's phone service, or use equipment the phone company has warned you not to use.

Your phone company must notify you in writing five days before disconnecting your phone service, unless there is a dangerous or emergency situation. The notice must explain the procedure that you can use to dispute the disconnection.

What if I can't afford phone services?

Wisconsin has two programs to help low-income households get and keep phone service:

- The Lifeline program reduces monthly phone bills for basic services
- The Link-Up program eliminates local telephone connection charges. Eligible households can get a phone hooked up for free.

To find out if you are eligible, contact your local phone company. Most households receiving government benefits like W2, SSI or BadgerCare are eligible.

Even if you do not qualify for the Lifeline or Link-Up programs, your local phone company may be able to help you work out a budget payment plan. If your bills are too high, you may want to ask how much money you can save by giving up some optional features (like Caller ID or call waiting) or by changing the times you make calls to get a better rate.

What should I do if I have a problem with my phone company?

Contact your phone company and try to resolve the problem. If that doesn't work, contact the Public Service Commission (PSC) – (608) 266.2001 with the details of your situation. The PSC will review the dispute and help you reach an agreement with the phone company. If you pay the part of your bill that is not part of your dispute, the phone company may not shut off your phone while the PSC reviews the issues.

What is “slamming”?

“Slamming” happens when a company illegally changes your long distance phone service without your permission. To avoid unexpected slamming changes and costs:

- Get information on costs, fees, and services in writing and read the details carefully before agreeing to change your service.
- Read the fine print in surveys, checks, rebates, contests, and drawings carefully to make sure there is no hidden authorization to change your phone service.
- Review your monthly phone bills carefully to make sure that your service has not been changed without permission.
- If you have been slammed, call both your local and long-distance phone companies to explain what happened and insist on being switched back at no cost. Also write a complaint to the Federal Communications Commission (FCC) and Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) reporting the violation. The Federal Communications Commission can be reached at 1.888.225.5322 or www.fcc.gov. The Wisconsin Department of Agriculture, Trade, and Consumer Protection can be reached at (800) 422.7128 or (608) 224.4960 or on the internet at <http://datcp.state.wi.us/core/consumerinfo>.

What is “cramming”?

“Cramming” happens when services are added to your phone bill that you did not authorize. To avoid cramming charges:

- Review your monthly phone bills carefully and call your local phone company about any charges you do not understand.
- If you find charges you did not authorize, contact your phone company to dispute the charges. Make sure to pay any amount of the bill that is not in dispute, to keep records of the problem, and to follow up with the phone company to make sure the authorized charges are removed.
- If the phone company does not adjust your bill, report the problem to the Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Public Service Commission (PSC).

Cellular Phones

What can I be billed for?

It depends on your service plan, so make sure to read both your contract and your bills very carefully. Most cell phone providers charge you for all the airtime you use, including calls you receive and time you spend checking your voicemail. Make sure you understand all of your plan’s details, including the rates that apply during different times of day or in different locations.



If you are being billed for calls that you neither made nor received, ask your service provider to explain the charges.

What is roaming?

On a cell phone, “roaming” applies to any calls you make when you are outside your home calling area. Cell phone service providers often charge extra for roaming calls, so know the geographic boundaries of your home area, and what the roaming fees are outside of it.

Are long-term contracts a good deal?

Before signing anything, ask about cancellation fees. Read the contract carefully and check that it matches what the salesperson has told you. It can be very expensive to cancel a contract that no longer meets your needs.

Don’t be afraid to ask about changing your calling plan, even if your contract has not ended – often a service provider will work with you to find an appropriate plan.

For more information contact:

Public Service Commission of Wisconsin
610 N. Whitney Way
P.O. Box 7854
Madison, WI 53707-7854
(608) 266.2001
(800) 225.7729

UTILITIES

What should I do if I have a problem with utility service?

Contact your utility company to discuss the problem and try to resolve it. If that doesn’t work, contact the Public Service Commission (PSC) with the details of your situation. The PSC will review the dispute and help you reach an agreement with the utility company. If you pay the part of your bill that is not part of your dispute, the utility company may not shut off your utilities while the PSC is reviewing the issue.

What if I pay my utility bill late?

The utility company can add a late fee to your bill if it does not receive your payment by the due date printed on the bill. The late fee can be:

- A one-time charge of 3% of your current unpaid charges, or
- A monthly charge of up to 1% of your total unpaid balance.



Can the utility company shut off my gas/water/electricity?

Yes, if there is a safety hazard or if you do any of the following:

- Fail to pay the gas/water/electricity bills for your previous or current address.
- Fail to make required deposits or to pay agreed upon installments.
- Tamper with the meter or refuse to allow a meter reader to check it.

The utility company should **delay the shut off for up to 21 days** if there is a **medical problem or other crisis** and you provide a letter about the crisis from a doctor, public health official, social services official, police officer, or sheriff.

The company may **not** shut off your **water** while a heat advisory or warning is declared for your area, or because of other (non-water) unpaid bills.

Can the utility company shut off my heat in the winter?

In Wisconsin, the utility company cannot shut off your **heat** between November 1 and March 15 if:

- Your household income is 250% of the federal poverty level or less
- **AND** shutting off your heat would create a health or safety problem.

If your family income is over the limit OR the utility company can show it will not jeopardize health or safety, the utility company **may** shut off your heat in the winter if it follows the rules for disconnecting gas and electricity.

What kind of notice must the utility company give?

Before shutting off your gas/water/electricity, the utility company must send or give to you a notice telling you:

- The date when service can be shut off.
- The reason for the shut-off.
- How to contact the utility about the shut-off.

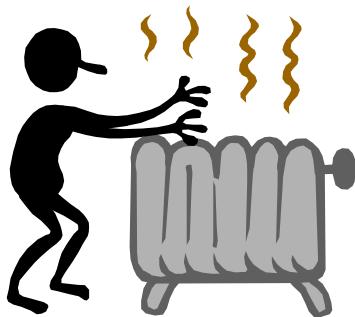
The utility company must mail the notice at least **eight days** before **water** shut-off, and at least **ten days** before disconnecting **gas** or **electricity**. If the mailing and service addresses are different, the utility company must also post a notice at the service address. If service is not shut off within 15 days (for water) or 20 days (for gas or electricity) after the notice is mailed, the utility must post a new notice between 24 and 48 hours before the shut off.

What if I can't afford my heating bills?

Wisconsin's Home Energy Assistance Program (WHEAP) helps low-income households pay their heating bills. You can find out about eligibility and benefits online at www.heat.state.wi.us and from the department of human services for your county. You can also contact your utility company and ask about setting up a budget payment plan that will spread your heating bills more evenly throughout the year.

Contact Information

Public Service Commission of Wisconsin
610 N. Whitney Way
P.O. Box 7854
Madison, WI 53707-7854
(608) 266.2001
(800) 225.7729



MOVING COMPANIES

How should I go about finding a moving company?



Moving company rip-offs are one of the fastest-growing consumer scams in the country. The law has been slow to catch up with the tactics of unscrupulous movers, many of whom advertise over the internet. Some of the most common problems are:

- Low-ball, non-binding estimates that are significantly increased when the mover shows up for the job.
- Additional charges for unnecessary packing.
- Non-delivery of goods when the customer refuses to pay the extra charges.

To avoid these problems, check the reputation of the company before signing an agreement. The following websites list complaints about moving companies: www.movingadvocateteam.com and www.ripoffreport.com. You can also ask the Better Business Bureau and Department of Agriculture, Trade and Consumer Protection (DATCP) about complaints.

What is a binding vs. a non-binding estimate?

When a company gives a binding estimate it cannot require you to pay more than the estimate even if the goods weigh more than estimated. A non-binding estimate is approximate; the mover

is not bound by it if the load is larger than originally estimated. However, the moving company cannot charge more than 110% of the non-binding estimate on the day of delivery.

What should I do if the moving company changes the bid it gave me?

The best way to prevent this from happening is to get a binding estimate – that way you won't have to worry if the company mis-estimates the weight of your goods. However, if you get a non-binding estimate and end up paying a lot more than the estimate, you should report the company to the Federal Motor Carriers Safety Administration (FMCSA) at (800) 368-7238. While the FMCSA won't be able to get your money back, there will be a record of your complaint for other consumers to check.



IX. POPULAR CONSUMER SERVICES

Health Clubs

If I want to join a health club, will I have to sign a contract?

Yes. The contracts will vary by club, but under Wisconsin's health club law they must include the following information and disclosures:

- The length of time the contract covers, which cannot exceed two years.
- The full price of the membership, including all interest and charges.
- A section prominently entitled "Cancellation and Refunds".
- A "Right to Cancel" section that explains how to cancel your contract.
- The identity and location of the club available to you and any restrictions on the use of the club.

How do I cancel my membership?

You have until midnight of the third day after you sign the contract to cancel your membership. You must cancel the contract in writing. If certain parts of the club were not available to you when the original contract was signed, you have until midnight of the third day after they were made available to cancel the contract. For example, if you were told that a swimming pool would be added to the fitness center soon after your contract was signed, you have until midnight of the third day after the swimming pool becomes available to cancel your contract.

Will I get a full refund if I cancel in time?

Within 21 days of canceling the contract, you should receive a full refund from the health club. However, if you have used the club, the club can subtract \$3 per day of actual use from your refund.

If I become disabled during the life of the contract, do I still have to pay?

You are only responsible to pay the part of the contract already used before the disability occurred. You will not be responsible for any future payments.

What if I signed the contract because I was given false or misleading information about the health club by its staff?

If you signed a contract because you relied on a false, deceptive, or misleading statement by a club representative, the contract is not valid.

If the health club has violated Wisconsin's health club law, what remedies are available for me?

You can file a lawsuit under Wisconsin's health club law, and if you are successful, you can recover any out-of-pocket loss you have suffered and your attorney fees. You may also file a complaint with the Department of Agriculture, Trade and Consumer Protection (608) 224.5012; (800) 422.7128.



If I have ordered something through the mail and have already paid for it, what happens if the seller does not send my order within the promised delivery period?

If the seller cannot deliver the goods on time, the seller must do one of the following:

- Ship your order.
- Mail a full refund to you. This refund must be mailed within a reasonable time after the seller becomes aware that the goods cannot be shipped within the delivery period. The refund must be mailed before the end of the delivery period.
- Mail you a notice that informs you of the specific date that the goods will be shipped or that the shipping date is unknown. The seller can extend this period up

- to 30 days, but must receive written authorization from you to extend the delivery period beyond 30 days after the original delivery period.
- The notice must say that if the goods are not shipped by the date specified in the notice, the order will be cancelled, and a full refund will be sent to you. It must also include the option of canceling the order if you do not agree to extend the original delivery period. You may cancel your order by sending a written statement to the seller. Once the seller receives this statement, it must mail a full refund to you.

DATING SERVICES

What is a dating service?

A dating service is a private company that assists people in finding friends or companions through a program where a person is given the opportunity to meet others.



Will I have to sign a contract to participate?

Yes. The dating service must give you a copy of the contract immediately after you sign it.

What must the contract include?

Wisconsin law requires the dating service contract to include the following:

- The length of time it covers, which cannot exceed two years.
- The full price of the dating services, including all interest and any other charges.
- A section prominently entitled “CANCELLATION AND REFUNDS”.
- A “Right to Cancel” section that explains how to cancel your contract.

What if my contract does not meet these requirements?

If your contract does not include the specific provisions required by law, the contract is void and cannot be enforced against you.

Can I cancel my membership?

You have until midnight of the third day after you signed the contract to cancel. You must cancel the contract in writing. Within 21 days of canceling the contract, the dating service must send you a full refund.

What if the dating service refuses to refund my money or violates the law in any other way?

You can sue the dating service. If you succeed, you can recover any money that you have paid the service, any other costs associated with the dating service contract, and your attorney fees. You can also file a complaint with the Department of Agriculture, Trade, and Consumer Protection (608) 224.5012; (800) 422.7128.



PRIIZE SOLICITATIONS

What is a written prize notice?

A prize notice is unsolicited information provided by telephone or mail stating that you have been selected or are eligible to receive a prize. Usually, you must pay to receive the prize or contact someone to learn more about how to get the prize.

What must a written prize notice include?

Wisconsin law requires certain items to be included in prize notices:

- The price at which other prizes of the same kind are sold. This must be included near the prize listing and in the same size and boldness as the prize.
- The name and address of the company offering the prize.
- A statement of the odds of winning and the total number of prizes to be given away.
- Any requirement for you to view or hear a sales presentation in order to claim the prize.
- Any requirement that you pay shipping and handling or any other charges to obtain the prize. If you are required to pay these fees to obtain a prize, the following statement must also appear in 10-point boldface type: **“YOU MUST PAY \$... IN ORDER TO RECEIVE OR USE THIS ITEM.”**
- Any restrictions or limitations on your eligibility to receive the prize. These requirements do not apply to a notice you receive after you register for a prize drawing or sweepstakes.

What cannot be included in the prize notice?

A prize notice cannot falsely state that:

- The number of people eligible for the prize is limited.
- You have been selected to receive a prize.
- The prize notice is coming from a government agency, insurance company, public utility, debt collector or law firm.

What if I am asked to pay a certain amount to receive the prize?

The solicitor cannot ask you to pay, nor can they accept payment from you, unless you have received a written prize notice that complies with Wisconsin law. **NEVER GIVE YOUR BANK ACCOUNT INFORMATION OR CREDIT CARD NUMBER TO A PRIZE SOLICITOR OVER THE TELEPHONE!**

What if there is a requirement or invitation for me to attend a sales presentation in order to claim the prize?

The prize notice must inform you of the approximate length and topic of the presentation. The presentation may not begin until you are informed if you have actually won a prize and have been given that prize.

What if the prize I was awarded is no longer available?

If your prize is not available, you may select any one of the following items:

- Any other prize listed in the written prize notice that is available and of equal or greater value.
- The verifiable retail value of the prize in the form of cash, a money order, or a certified check.
- A voucher, certificate, or other evidence of obligation stating that the prize will be shipped to you within 30 days at no cost.
- If the voucher, certificate, or other evidence of obligation is not delivered within 30 days, the sender must give you the verifiable retail value of the prize in the form of cash, money order, or certified check.

What if my prize notice does not follow these rules?

You can sue the company offering the prize. If you succeed, you can recover \$500 or twice the amount of your out-of-pocket costs, whichever is greater, plus your attorney fees. You can also file a complaint with the Department of Agriculture, Trade, and Consumer Protection (608) 224.5012; (800) 422.7128.