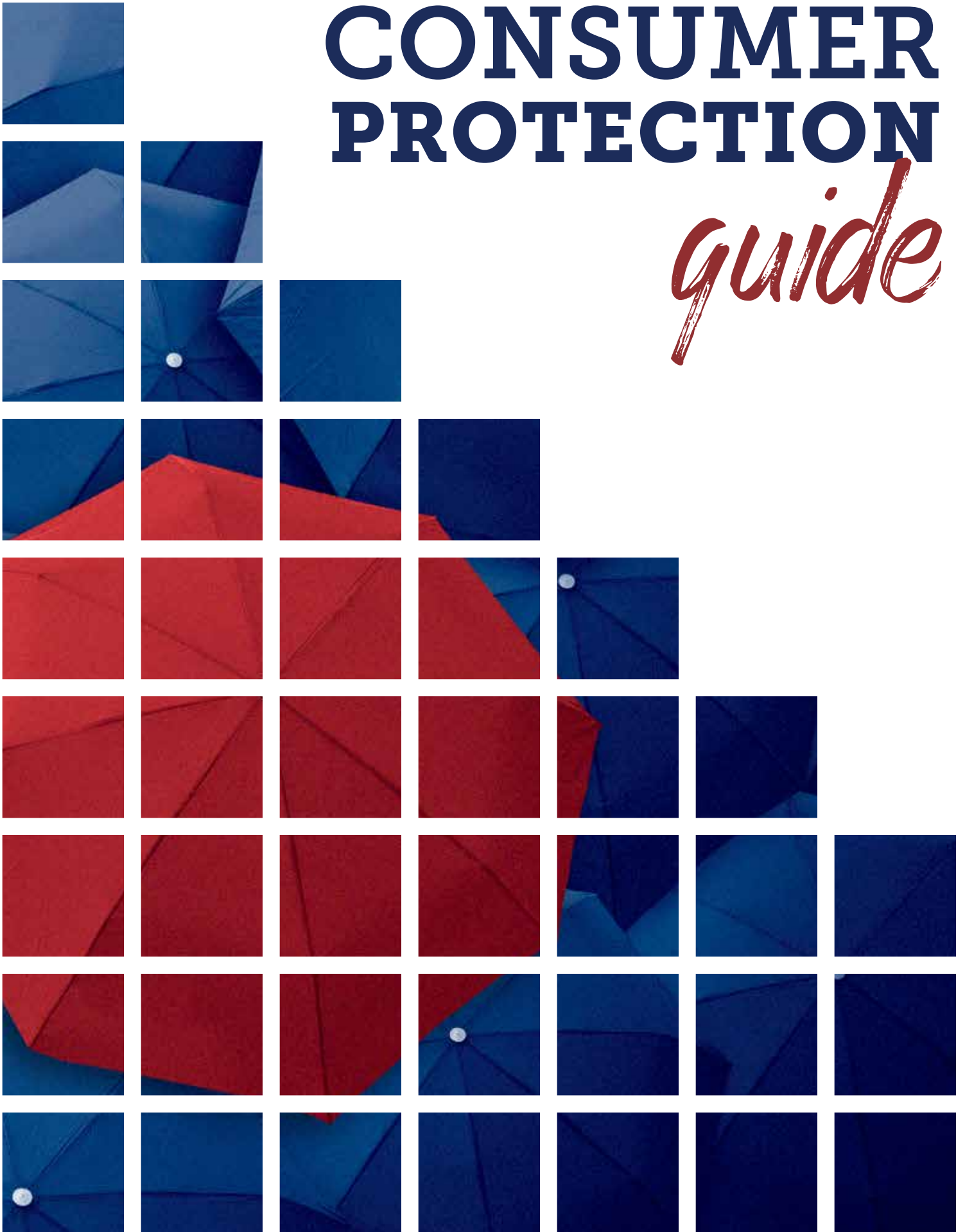


CONSUMER PROTECTION

guide



Dear Friend:

In today's complex marketplace we, as consumers, often run into problems. The questions are: What do you do about them? What are your legal rights as a consumer? Who do you turn to for help? Where do you find needed information? How do you protect yourself against fraud?

This book was created to answer those and other consumer questions. It also lists federal, state, county, and local agencies and consumer and business organizations that offer services, advice, and assistance for consumers. These agencies and organizations can provide you with valuable information and also assist you with any consumer-related problem you may have. Please feel free to contact them.

Being a knowledgeable consumer is your first line of defense against fraud. Read this book and be an informed consumer!

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Prepared by the Michigan Legislature

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With the growing consumer movement in Michigan, there has been an increase in the number of requests from citizens for information about consumer rights under Michigan law. This “Consumer Protection Resource Guide” describes some common frauds, how to avoid them, and what to do if you think someone has deceived you. A directory of agencies at the local, state, and national levels is provided at the end of this publication for convenient reference. An alert and knowledgeable consumer is the best protection against fraud and deception. Keep this booklet handy. Refer to it when you or your friends need help. If you have any further questions concerning this information or other consumer issues, please contact:

**The Attorney General – Consumer Protection Division
P.O. Box 30213
Lansing, MI 48909
(517) 373-1140 or Toll-Free (877) 241-3771**



CONSUMER RIGHTS/PROTECTION

How to Complain

WHY COMPLAIN?

It is your right to complain to a business when you have a consumer problem; it's also your responsibility. Complaining is never easy but many businesses appreciate hearing from customers on how they can improve their services. After all, if you're not happy with their products or services, chances are that other customers have encountered the same problem. Here's an action plan to use for resolving a service complaint.

GATHER YOUR INFORMATION

1. Write down exactly what happened:
 - what created the problem;
 - who you have talked with already;
 - when the problem occurred;
 - where the problem happened.
2. Decide what compensation you expect for the problem.
 - You could request a refund, exchange, credit, or just an apology.
3. Gather all relevant receipts and documents:
 - include all records of phone calls and other conversations;
 - record the date and time of every contact made;
 - photocopy any contracts, warranties, receipts, and canceled checks.

CONTACT THE MANAGER OF THE BUSINESS

- Contact the manager as soon as possible after the problem arises. A delay may jeopardize your ability to enforce your rights.
- Telephoning is often not as effective as a personal visit or a letter. Whatever method you choose, remember to document the contact.
- If you are nervous about talking to the manager, bring a friend. Your friend may help you feel more comfortable and can also serve as a witness to the discussion.
- If visiting the store is inconvenient, write a letter and keep a copy for yourself. The following is a "sample complaint letter" to assist you in writing to the store owner or manager.

SAMPLE LETTER

Your Address

City, State, Zip Code

Date

Complaint Department

Name of Company or Organization

Address

City, State, Zip Code

Dear Sir or Madam:

I am writing about . . . (describe the product, including serial and model number, services, issue, law, or event).

I believe the product to be defective because . . . (describe problem briefly and accurately including dates, where purchased, etc.).

Enclosed please find . . . (send photocopies of bills, contracts, canceled checks, etc.).

I would like to . . . (describe what you want done – refund, exchange, repair, investigation, or explanation, etc.).

I thought you would like to know of my dissatisfaction and . . . (state previous efforts and identify consumer protection agency to whom you are sending a copy of this letter).

I look forward to your reply explaining the action you are taking on my problem.

Sincerely,

Your Name

WHAT IF THEY DON'T RESPOND?

If your contact with the local business is not successful, you may have to contact a regional or national office to get results. Use the same steps when contacting these offices and include documentation of your contacts with the local business. If the business is not part of a larger chain, you should contact a local consumer protection agency.

You may also want to contact a local consumer protection agency if you feel you are waiting too long for the business to react. If your area doesn't have a local agency, contact:

The Attorney General –

Consumer Protection Division

P.O. Box 30213

Lansing, MI 48909

Telephone (517) 373-1140 or

Toll-Free (877) 765-8388

You Can Protect Yourself

Michigan's Attorney General estimates that Michigan citizens are bilked out of millions of dollars each year through:

- Inferior products;
- Overpricing;
- Exorbitantly high interest rates;
- Unneeded products or services.

These are only a few of the many areas to watch in your business dealings.

LEARN THESE FIVE WARNING SIGNS

1. An offer of something for nothing.
2. Salespersons who "run down" another's product.
3. Pressure to sign immediately.
4. Offer of kickbacks for referring sales prospects or for signing other people to the program.
5. A businessperson who doesn't tell his or her business address.

DO

1. Read and understand all papers before you sign them.
2. Buy only from reputable businesspersons.
3. Avoid using credit if you can.
4. Be skeptical of many advertising claims.
5. Take the time to investigate.
6. Consult with others.
7. Ask for and check references.

DON'T

1. Pay until you're sure.
2. Sign anything until you've "slept on it."
3. Buy without comparing prices from other sources.



Taking Legal Action

If you feel an individual or a business has treated you unfairly and you believe they owe you money or satisfaction, there is something you can do about it. Acting on your own behalf, without the expense of an attorney, you can sue in small claims court for damages up to \$5,000 per Public Act 142 of 2012. This amount will increase to \$5,500 in 2015, \$6,000 in 2018, \$6,500 in 2021 and \$7,000 in 2024. The following information outlines the procedures you will need to know.

WHAT IS SMALL CLAIMS COURT?

The small claims court was established in 1968 as a division of the district court system. Its purpose is to provide a court to be used by people without the aid of attorneys to settle only monetary disputes of \$5,000 or less, or to acquire some type of fair settlement and to resolve disputes quickly and inexpensively.

WHAT ACTIONS MAY BE BROUGHT TO SMALL CLAIMS COURT?

Let's say you contract with a home improvement firm to do work on your home and the work doesn't meet the standards promised by the salesperson or the contract. You can take the firm to small claims court to recover the amount you overpaid.

Perhaps you've moved from a house or apartment you rented and the landlord won't return your security deposit. You can sue the landlord in small claims court to get your security deposit back.

You can also sue an individual or business which has caused damage to your property or possessions. For instance, you may sue an automobile repair service for unsatisfactory work or a dry cleaner for damaging your clothing.

You can also sue in small claims court if your car is damaged in a collision and you are not fully reimbursed or covered by insurance.

HOW MUCH CAN I SUE FOR CAR DAMAGE?

Under the "mini-tort" provision of the No-Fault Auto Insurance Law, you may sue to recover up to \$1,000 for vehicle damages not covered by your insurance if the other driver is 50 percent or more at fault. You cannot sue if you were more than 50 percent at fault in the accident. If you are awarded damages by the judge, the other driver will be ordered to pay according to the percentage of fault. For example, if you

had \$500 damage to your car which was not paid under your auto insurance, and the other driver was 80 percent at fault, you could be awarded \$400 ($\$500 \times 80\% = \400). All "mini-tort" cases must be started in the small claims court, but like other small claims cases, you can be moved to a higher court upon request. (More information about "mini-tort" is available from the Department of Insurance and Financial Services, toll-free at 1-877-999-6442.)

DO I NEED A LAWYER?

You do not need to know anything about the law to bring a suit in small claims court. Since lawyers aren't allowed to argue cases for clients, you don't need a lawyer. You simply state your case in your own words. After both sides have been heard, the judge decides who is right.

CAN I APPEAL THE CASE?

If you win the case, the defendant must comply with the judge's ruling. It's important to remember that the judge's decision is final in small claims court. It cannot be appealed to a higher court. You have the right to use this court. It's not complicated or expensive. Here's how to go about it.

HOW TO START YOUR LAWSUIT

File a claim

The first step is to file a claim against the person or business you want to sue. This is done in person at a district court office. The claim can be filed in the county where the defendant lives, the county where the business is located, or in the county where the transaction took place. Start by calling the district court in the county where the person or business is located and ask if that office is the proper place to file your claim. If not, they will advise you of the proper course of action. The district court number is listed in the telephone book under the county office listings.

Fees for filing

During your initial telephone conversation with the district court, be sure to ask exactly how much the filing fee is and if there will be additional fees. The cost of filing a small claim is minimal, but the total cost will vary depending on other fees, such as the cost of service upon the defendant, writs of execution, attachment, or garnishment. Be prepared to bring the correct amount with you to pay all fees in cash when you file your claim.

WHAT YOU MUST KNOW TO FILE

You must appear in person at the district court office to file your claim. Tell the clerk that you want to file a small claim and you will be given a simple form to fill out. You will need to know the exact name and address of the person or business you are suing, how much money you are suing for, and why you are suing. If you win the case, you are entitled to be reimbursed for the costs of filing your suit. Be sure to request the award of costs in your claim.

When you file your claim you should bring along any evidence you may have to back it up such as a bill of sale, receipt, lease, accident report, photographs, repair bills or estimates, promissory note, or contract.

TAKE PRECAUTIONS

Before you invest your time and money in filing a claim for monetary damages, you should have some idea if the individual or business you are suing has enough money to settle your claim. If you know for a fact that the person or business you want to sue would not be able to pay you if you won, there's not much point in filing the claim.

Be sure that you give the correct, exact, and complete name and address of the defendant. If you are suing a business, you should know its legal name. This is very important. Unless you have the correct person or business and address, you may not be able to collect any money you are awarded. Remember that businesses sometimes operate under an assumed name. You can call the county clerk's office in the county where the business is located for assistance in finding the legal name of the business.

BEFORE THE HEARING

The court will notify the defendant that you have filed a claim. This is called "serving the defendant" with a summons. Both you and the defendant will be notified of the date of appearance which has been set by the court. The hearing is usually at least 30 days from the time you first filed your suit. You should use this time to organize your presentation and evidence.

SETTLING IN A HIGHER COURT

The person or business you are suing has the right to ask that the case be heard in a higher court, which is generally the district court. You will be notified if the defendant makes such a request. In the

higher court, both you and the defendant have the right to be represented by an attorney. Whoever loses the case may be asked to pay for costs.

SETTLING OUT OF COURT

It is also possible that the defendant will offer to pay out of court once a notice of your pending lawsuit is received. If you reach such an agreement, make sure that the terms of payment are put in writing and signed by both you and the defendant. Then file a copy of the agreement with the court. Once accepted by the court, the agreement becomes an official judgment of the court and is enforceable by law.

PREPARING FOR THE HEARING

After you file your case, you should carefully organize your presentation and evidence. It's a good idea to outline the major points you wish to make as you will want to present all the important facts clearly. Evidence can include such items as: bills of sale, receipts, leases, accident reports, photographs, repair bills or estimates, promissory notes, or contracts. Evidence may also be statements made by witnesses. If you do not have access to some of the evidence, you may ask the court to issue a subpoena to produce the evidence. Additionally, if it is necessary to ensure a witness attends the hearing, a subpoena may be requested for that purpose. These subpoena requests should be made early in the 30-day period.

The court will notify both you and the defendant of the date you both must appear in court. If it is impossible for you to attend the hearing, be sure to let the court clerk know as soon as possible. The court may set an alternative hearing date. It is strictly up to the court.

THE HEARING

The hearing will take place at the court where you filed your claim, unless another location is specified by the court. Be there on time. Be sure to bring all your evidence with you and make sure any witnesses are there on time.

If one party is absent

If it's impossible for you to attend the hearing, be sure to let the court clerk know as soon as possible so that an alternative hearing date can be set. If you fail to attend the hearing without having notified the court, your claim will be dismissed.

If the defendant does not show up for the hearing, the court will usually grant you a "default" judgment. This means that the judge decides in your

favor even though the other side of the case has not been presented.

If both parties show up, the hearing will proceed. The court clerk will call your case when it's time for the hearing and you and the defendant will appear before the judge. The judge will ask you to state your claim.

Stating your claim

Take your time and in your own words tell what happened, why you think the defendant owes you money, or what you would like done. Remember, this is NOT the time or place to vent your anger or frustration. Keep your testimony to the facts of the case. Show the judge the papers or evidence you brought and introduce any witnesses you may have. The witnesses will be allowed to tell the judge what they know about the case in their own words.

After you have finished, the defendant will have an opportunity to tell the other side of the case. Listen carefully. It is up to you to make sure all the facts of the case are presented to the judge fairly and completely. If you think the defendant is leaving something out or changing the facts, tell the judge. The judge will want to hear all the facts before making a decision.

The final decision

Remember, the judge's decision is final, and cannot be appealed, except if the case was heard before a district court magistrate. Then, an appeal can be made within seven days after the entry of a decision. Neither you nor the defendant can take the case to a higher court once the judge has made a decision in the small claims division.

COLLECTING YOUR MONEY

If the judge decides in your favor, that means the defendant must pay you the amount ordered by the judge plus a small amount in court costs. If the defendant refuses to abide by the order of the court, there are various options open to you.

Writ of garnishment

First of all, ask the court how it can assist you in collecting money. For a small fee, the court may be able to issue a "writ of garnishment." This would mean that your payments would be taken out of the defendant's wages or bank account. However, the court must have enough information to do so. It's a good idea to try to learn the defendant's Social Security number, bank, place of employment, and

employment badge number at the time of the initial hearing just in case this situation arises. You do this by asking the person these questions when they take the stand to testify.

Discovery subpoena

If you and the court are unable to obtain this information, you might consider bringing the defendant back into court to do this. You would have to request that the court issue a "discovery subpoena," which will require the defendant to appear in court to disclose information necessary for a writ of garnishment. At this time, it will be possible to find out the defendant's bank account for attachment.

Writ of execution

If the court is unable to carry out a garnishment, it might choose to issue a "writ of execution." In this case the court would seize some property of the defendant and sell it in order to pay your judgment.

Once the defendant has complied with the judge's decision, you will be finished with your lawsuit in the Small Claims Division of District Court.

POINTS TO REMEMBER

- Do not be afraid to go to small claims court. It is your court. If you feel you have a claim against an individual or a business which you cannot settle otherwise, take them to court. It is your right.
- You do not need a lawyer to file and carry through a small claim in the small claims division of district court. Lawyers are not permitted to practice in these courts.
- If you win your case, the defendant is legally bound to pay you.
- Decisions in the small claims division of district court cannot be appealed unless a decision is made by a district court magistrate rather than a district court judge. An appeal must be made within seven days after the entry of a district court magistrate's decision.
- You can also sue in small claims court for automobile collision damage caused by another driver, provided the damage is not covered by your insurance. However, you cannot recover more than \$1,000. More information about these "mini-tort" lawsuits is available from the Department of Insurance and Financial Services.

Michigan Consumer Protection Act

The Consumer Protection Act (1976 PA 331) in Michigan gives consumers, prosecutors, and the Attorney General a way to fight deceptive practices. This act prohibits many unfair and deceptive trade practices and gives prosecutors more power to enforce the law. It also encourages consumers to sue businesses which they suspect are deceiving customers. If they win, consumers can receive damages or \$250, whichever is greater, and reasonable attorneys' fees.

The following gives the prohibited practices listed in the Consumer Protection Act and an example of the type of situation which may apply.

1. Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services.
Example: A mail order company uses a governmental-sounding name to imply government sanction.
2. Using deceptive representations or deceptive designations of geographic origin in connection with goods or services.
Example: A company labels wine, made in the United States with U.S.-grown grapes, with the words "French wine."
3. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have; or that a person has sponsorship, approval, status, affiliation, or connection which he/she does not have.
Example: A business falsely claims to have the endorsement of the Chamber of Commerce or Better Business Bureau.
4. Representing that goods are new if they are deteriorated, altered, reconditioned, used, or secondhand.
Example: A tire dealer sells retreaded tires as new.
5. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.
Example: An appliance store sells a 1994 model television as a 1996 model.
6. Disparaging the goods, services, business, or reputation of another by false or misleading representation of fact.
Example: A business falsely claims it can undersell competitors because the competition can't buy in as large a volume from wholesalers.
7. Advertising or representing goods or services with intent not to dispose of those goods or services as advertised or represented.
Example: A department store advertises a low-priced sewing machine with the intent to switch consumers to a higher-priced model.
8. Advertising goods or services with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity in immediate conjunction with the advertised goods or services.
Example: A store advertises a sale on freezers without disclosing it has only three in stock.
9. Making false or misleading statements of fact concerning the reason for, existence of, or amounts of price reductions.
Example: A store advertises merchandise at 20 percent off the "regular" price but has never sold the merchandise at the "regular" price.
10. Representing that a part, replacement, or repair service is needed when it is not.
Example: An appliance repair person falsely claims several parts are defective and need to be replaced.
11. Telling someone goods and services were requested, when they were not.
Example: A record club sends a record album and bill falsely claiming the member had ordered it.
12. Misrepresenting that because of some defect in a consumer's home the health, safety, or lives of the consumer or his/her family are in danger if the product or services are not purchased, when in fact the defect does not exist or the product or services would not remove the danger.
Example: A home repairperson claims a furnace is dangerous and should be replaced immediately when it's neither dangerous nor in need of replacement.

- 13.** Causing a probability of confusion or of misunderstanding with respect to the authority of a salesperson, representative, or agent to negotiate the final terms of a transaction.

Example: A car salesperson makes an offer to sell a car at a certain price but does not have the final authority to negotiate the price.
- 14.** Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction.

Example: A salesperson implies a contract can be easily canceled when there are severe restrictions on the cancellation.
- 15.** Causing a probability of confusion or misunderstanding as to the terms or conditions of credit if credit is extended in a transaction.

Example: A business claims a consumer will not have to make the first installment payment on purchase for 60 days but sends a bill requiring immediate payment a week after the sale.
- 16.** Disclaiming or limiting an implied warranty, unless a disclaimer is clearly and conspicuously disclosed.

Example: A manufacturer refuses to repair a recently purchased lawn mower which won't cut grass and was not sold "as is."
- 17.** Representing or implying that goods and/or services will be provided promptly, when the merchant knows or has reason to know it will not be so provided.

Example: A furniture manager claims new furniture will be delivered within two weeks but knows it will take longer to get it from the manufacturer.
- 18.** Representing that a consumer will receive goods or services "free," "without charge," or using similar phrases without clearly disclosing the conditions, terms, or prerequisites to the use or retention of the goods or services advertised.

Example: A gas station advertises a free car wash with fill-up without clearly disclosing that a minimum purchase is required.
- 19.** Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

Example: A builder makes surface repairs to an old home to hide substantial defects and code violations.
- 20.** Entering into a consumer transaction in which the consumer waives or seems to waive a right, benefit, or immunity provided by law, unless the waiver is clearly stated and the consumer has specifically consented to it.

Example: A business refuses to give a refund on a defective product claiming "all sales are final" although the product was not sold "as is."
- 21.** Failing, in a consumer transaction which is rescinded, canceled, or otherwise terminated in accordance with the terms of an agreement, advertisement, representation, or provision of law, to promptly restore to the person or persons entitled thereto any deposit, down payment, or other payment, or in the case of property traded in but not available, the greater of the agreed value or the fair market value of the property, or to cancel without a specified time or an otherwise reasonable time an acquired security interest.

Example: A door-to-door salesperson refuses to return a deposit even though the consumer has canceled the contract within three business days as provided by Michigan's Door-to-Door Sales Law.
- 22.** Arranging for the consumer to sign something when the merchant knows or has reason to know that the statement is not true.

Example: A moving company requires a consumer to sign a statement confirming that all goods have arrived undamaged when the mover knows it isn't true.
- 23.** Representing that a consumer will receive a rebate, discount, or other benefit when the benefit is contingent on an event to occur after the transaction.

Example: A salesperson convinces a consumer to purchase a vacuum cleaner by promising cash for each person the consumer gets to buy one in the future.

Consumer Protection Act

24. Taking advantage of the consumer's inability to protect his/her interests by reason of disability, illiteracy, or inability to understand an agreement.

Example: A business requires a person who only understands Spanish to sign a contract written in English.

25. Gross discrepancies between the oral representations of the seller and the written agreement covering the same transaction or failure of the other party to the transaction to provide the promised benefits.

Example: A travel agent claims meals and entertainment are included in a tour package when the agent knows they are not.

26. Charging the consumer a price grossly in excess of the price at which similar property or services are sold.

Example: A gas station charges a consumer, whose car has run out of gas, \$20 per gallon when there are no other gas stations for 50 miles.

27. Using coercion and duress to take advantage of a customer.

Example: An agent for a home repair contractor convinces a consumer whose house is on fire to sign a contract for repairs.

28. Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.

Example: An insurance agent implies an insurance policy is really a savings program by using the word "contract" instead of "policy," "deposit" instead of "premium."

29. Failing to reveal facts which are material to the transaction in light of representations of fact made in a positive manner.

Example: A car dealer claims a used car has been repaired so that it runs perfectly but knows its headlights don't work.

30. Representing the product or package as recycled, recyclable, degradable, or is of a certain recycled content.

Example: A manufacturer claims that they have developed a product made of 100 percent recycled material, when in fact, the product is made of only 50 percent recycled material.

31. Representing a product as degradable, biodegradable, or photodegradable unless it can be substantiated that the product will decompose within a reasonably short period of time.

Example: A manufacturer claims that a product is biodegradable, when it knows that the product will take thousands of years to decompose.

SUMMARY

The Consumer Protection Act gives enforcement powers to county prosecutors and the Attorney General. If an enforcement agency believes a business has violated the act or is about to, it can:

- request a court order to stop the business from using the practice. The business has ten days to stop the practice before court action begins;
- request that the court require the business to appear before the enforcement agency for questioning or for a review of its records;
- accept an assurance of discontinuance (this means the business does not admit guilt but agrees to stop using the questionable practice);
- file a class action lawsuit on behalf of consumers;
- negotiate a settlement between a consumer and a business.

There are penalties for violating the act. For continued and deliberate violation of a prohibited practice, a business may be fined up to \$25,000. A person who violates a court order on purpose may receive a fine up to \$5,000. The act assesses a civil penalty up to \$5,000 for a person who ignores or avoids a subpoena or who hides important information.

Under the act, consumers have several ways to fight deceptive practices. They can:

- ask a court to order a business to stop using an illegal practice;
- file a lawsuit to recover attorneys' fees as well as actual damages or \$250, whichever is greater;
- file a class action lawsuit.

Several industries are exempt from the Consumer Protection Act's provisions. Insurance companies, banks, savings banks, credit unions, and public utilities cannot be prosecuted for violating the Consumer Protection Act. In addition, a 1999 decision

of the Michigan Supreme Court (*Smith v Globe Life Insurance Co.*, 460 Mich 446 (1999)), which was upheld by a 2007 decision (*Liss v Lewiston-Richards, Inc.* 478 Mich 203 (2007)), further limited the application of the Consumer Protection Act. The relevant portion of the Court's decision turned upon its interpretation of a provision in the act that excluded transactions or conduct that are "specifically authorized" under other laws. The Court held that the exclusion should not be read to exclude only specific types of conduct, but that the exclusion instead applied more broadly – where "the general transaction is specifically authorized by law, regardless of whether the specific misconduct alleged is prohibited." Essentially, businesses that are regulated by other means, such as an insurance company being regulated by the Insurance Code, are exempted from the Consumer Protection Act.

While the Consumer Protection Act is available if you need it, remember, it's aimed at dishonest operators who are a small portion of the business community. Chances are, when you have a complaint against a business, it is the result of a mistake or a misunderstanding, rather than an intentional effort to mislead or deceive.

Before you decide to take legal action or contact an enforcement agency, try to solve the complaint yourself. Ask to see the store manager or write a letter to the company's president. Calmly present your side of the problem and have a solution in mind. If that fails, then take your problem to the county prosecutor, the Attorney General or the State Department in charge of regulating that industry.

Checking Account/ Deposit Information

WHAT YOU SHOULD KNOW ABOUT CHECK-HOLD POLICIES

Enacted in 1987, the Expedited Funds Availability Act (EFAA) addresses the issue of delayed availability of funds by financial institutions. The EFAA requires banks and credit unions to make deposited checks available within a specific amount of time, as determined by the type of check. Furthermore, the EFAA requires disclosure of funds-availability policies to customers. The EFAA is implemented by Federal Reserve Board regulations (Regulation CC).



You should receive next business day access for:

- cash deposits;
- electronic funds transfers;
- U.S. Department of Treasury checks;
- U.S. Postal Service Money Orders;
- state and local government checks;
- cashier's checks;
- deposits using an automatic teller machine (ATM) that are cash, Treasury checks, or checks drawn from the same ATM bank; and
- for deposits that include some checks not listed above, often the first \$200 must be made available the next day.

A local check is a check deposited in a financial institution located in the same Federal Reserve check-processing region as the paying institution. Local checks must be made available by the second business day following the day of deposit. A "nonlocal" check is one deposited in a different check-processing region than the paying institution. Since there is now only one reserve bank check-processing region, however, there are no longer any nonlocal checks for purposes of Regulation CC.

Deposits exceeding \$5,000 may be subject to the institution's availability policy and the remainder must be available within a reasonable time. A reasonable time frame will depend on the type of check.

There are minor exceptions to these rules, which can be found in section 229.12 of Regulation CC, which is available at www.federalreserve.gov/bankinforeg/reglisting.htm#CC.

A note about ATMs:

Deposits made at an ATM not operated by your bank can be delayed. Also, your bank may have cut-off times in place for when an ATM deposit will be available the next day.

WHERE TO COMPLAIN

If you have a complaint against a bank or credit union, and you have already attempted to resolve the complaint directly with the institution, you may contact the following offices:

- State Chartered Banks and Credit Unions:
Department of Insurance and Financial Services
Consumer Services Division
Toll-Free: (877) 999-6442
- Federally Chartered Banks and Federal Savings Associations:
Consumer Financial Protection Bureau (CFPB)
Toll-Free: (855) 411-2372
If you have questions regarding how your bank is chartered, DIFS can provide you with that information at (877) 999-6442
- Federally Chartered Credit Unions:
National Credit Union Administration
Toll-Free: (800) 755-1030
www.mycreditunion.gov

IDENTITY THEFT

Identity theft is the wrongful use of someone's personal information – such as name, Social Security number, or credit card number – without permission by another person to commit fraudulent or criminal acts. ID thieves take out phony loans or ring up bogus charges in another person's name. Some consumers have even experienced criminal convictions in their names from the criminal acts of ID thieves.

In order to protect yourself from ID thieves, don't disclose your Social Security number, your date of birth, your mother's maiden name, your driver's license or state ID number, your e-mail address, account numbers, credit card numbers, or other personal information unless you know who you're giving it to and for what purpose.

Also make sure you review your credit card, bank, and mortgage statements for unauthorized charges or fraudulent use. In addition, scrutinize your local, long distance, cellular, and other utility bills each month. Report any unauthorized uses in writing.

What to do if you are a victim of ID theft.

Information on how to deter and detect identity theft, as well as what to do if you are a victim of identity theft is available at www.ftc.gov/bcp/edu/microsites/idtheft.

If your information has been stolen and used then review the Federal Trade Commission's comprehensive publication "*TAKE CHARGE: Fighting Back Against Identity Theft*," available at <https://www.consumer.ftc.gov/articles/pdf-0009-taking-charge.pdf>. This excellent source of national information is suggested reading for *all* consumers concerned about ID theft. Additional publications and articles on a variety of topics related to ID theft are available at the FTC's Web site (ID Theft Home Page) at www.consumer.gov/idtheft.

ID theft victims should:

- Immediately contact the fraud departments of each of the three major credit bureaus to report the theft. Ask for a "fraud alert" to be placed on your file and request that no new credit be granted without your express, personal approval. Ask how long your account will be flagged. Record the expiration date of the fraud alert, and call back as this date approaches if you wish the alert to remain on your file. (Contact information for the three major credit bureaus is provided on this page.)
- Immediately contact the security or fraud departments of credit card issuer, bank, utility company, or any other company that maintains accounts that were opened or accessed fraudulently, and consider closing affected accounts. Ask for your account to be password protected to prevent further unauthorized activity, and use unique passwords (not your mother's maiden name or Social Security number) on any new accounts you open.

- Immediately call the FTC's ID Theft Clearinghouse toll-free at 1-877-ID-THEFT (1-877-438-4338) or use the FTC's ID Theft Complaint Form. Counselors will take your complaint and advise you on the basis of your situation what additional steps you should consider. Complaints to the FTC are entered on the nation's only central identity theft database, which is accessible to law enforcement agencies around the nation.
- If a company insists on pursuing a debt that is obviously the result of identity theft, the Michigan Attorney General's Consumer Protection Division may be able to help you resolve the problem. (Contact information for the Consumer Protection Division is listed below for filing a complaint.)

Additional information is available at <http://www.consumer.ftc.gov/>.

If your information has been compromised but not yet used, information is available at <http://www.consumer.ftc.gov/>.

CONTACT THE THREE MAJOR CREDIT BUREAUS:

Equifax www.equifax.com

To order your report, call (800) 685-1111

To report fraud, call (800) 525-6285

TDD (800) 255-0056 and write:

P.O. Box 105069, Atlanta, GA 30348-5069

Experian www.experian.com

To order your report, call (888) 397-3742

To report fraud, call (888) 397-3742

TDD (800) 972-0322 and write:

P.O. Box 2002, Allen, TX 75013

TransUnion www.transunion.com

To order your report, call (877) 322-8228

To report fraud, call (800) 680-7289

TDD (877) 553-7803

Fax (714) 447-6034

E-Mail fvad@transunion.com or write:

Fraud Victim Assistance Department

P.O. Box 2000, Chester, PA 19022-2000

CONTACT THE ATTORNEY GENERAL'S CONSUMER PROTECTION DIVISION:

Office of the Attorney General

Consumer Protection Division

P.O. Box 30213, Lansing, MI 48909

Complaint Line: (517) 373-1140

Toll-Free: (877) 241-3771

<http://www.michigan.gov/ag/>

Your Rights as a Utility Customer in Michigan

If you are a customer of any utility company regulated by the Michigan Public Service Commission (PSC), you have certain customer rights. If you are not sure whether or not your utility company is regulated, call the Public Service Commission toll-free at (800) 292-9555.



GENERAL RIGHTS

1. You have 21 days to pay your bill.
2. You are entitled to prompt, courteous service.
3. Certain customers will be given an opportunity to pay their bill in installments if they have a financial emergency and are actively seeking assistance.
4. The utility company will set up procedures to deal with complaints.
5. The utility will follow strict procedure before your service is shut off.
6. The utility may add a 2 percent charge for a late payment unless you are participating in the Winter Protection Plan or receive DHS assistance with your utility bill.
7. The PSC has rules in effect that allow eligible customers to request a billing credit for lengthy and/or frequent outages. Eligible customers would request such a credit from the utility.
8. A utility can postpone the shutoff of service for 21 days at a time for medical illness. The customer

needs to certify that the shutoff of service will aggravate an existing medical emergency. Contact your utility company for details.

9. A utility shall not require a customer or applicant to provide the utility with his or her social security number as a condition of obtaining or continuing a utility service. However, a utility may ask for positive identification.

SHUTOFF RULES

1. Your utility service may be shut off if you:
 - do not attempt to pay any amount past due and have not entered into a settlement agreement;
 - do not keep up with your settlement agreement;
 - tamper with service or utility equipment;
 - refuse to let the service person read your meter or inspect or repair utility equipment;
 - use a false name to get service;
 - steal electricity or gas.
2. The utility company must provide you notice ten days before shutting off your service.
3. Your utility service shall not be shut off if you:
 - do not pay for merchandise or appliances purchased from the utility;
 - rent your residence and your utilities are included in your rent, BUT your landlord fails to pay the bill. In this situation you, as renter, can prevent the shutoff if you:
 - agree to put the service in your name. If you do, the utility company cannot charge you any of the past bill; or
 - participate in the Winter Protection Plan. Call the PSC to apply; your income level must be within their acceptable guidelines to qualify.

Utility customers or their spouses, called to full-time active military duty by the President or the Governor during a time of declared national or state emergency or war, may apply for shut-off protection for electric or natural gas service for up to 90 days. These customers can reapply for extensions. The utility

company may request verification of active duty status. Customers will still be responsible to pay for all services used during the time of protection. Contact your utility company.

Energy assistance is available from both state and federal government as well as many nonprofits and social service agencies in the state. For information on energy assistance, please visit http://www.michigan.gov/documents/mpsc/mpsc-ca_homeheatinghelp_276964_7.pdf or call 2-1-1 in participating areas.

If you have complaints about your utility company or your bill, you should contact the utility company directly. If the issue is still unresolved after contacting your utility, you may file a formal or informal complaint with the Public Service Commission online at http://www.michigan.gov/mpsc/0,4639,7-159-16368_16415---,00.html or by calling toll-free (800) 292-9555. They can also provide assistance with specific questions regarding your rights as a utility customer.

TELECOMMUNICATIONS

Under the Michigan Telecommunications Act (MTA), much of the Michigan Public Service Commission's (PSC) traditional regulatory authority over rates has been removed. Currently, the PSC has no jurisdiction over any services or prices provided by a cellular (wireless) company.

However, the MTA does require that telephone companies offer a low-cost primary basic telephone service to Michigan's citizens and provide for basic consumer protections.

CONSUMER PROTECTIONS

Complaints about providers, including those regarding false, misleading, and deceptive charges, can be made by contacting the PSC toll-free at (800) 292-9555 or by filing a complaint online at www.michigan.gov/mpsc.

SLAMMING

Slamming occurs when a provider illegally switches a consumer's telephone service without his or her permission. The PSC and the Federal Communications Commission (FCC) have issued rules to protect consumers from slamming.

If a customer's telephone service provider is changed for any reason, the PSC requires the local telephone company and the new company notify the customer of the change within 10 days so the customer can identify the switch in service.

If your telephone service is slammed the PSC suggests taking the following steps:

1. Call the local and long distance telephone companies you want to do business with and explain:
 - that you did not request service from the new company;
 - that your service must be reconnected to your authorized company; and
 - that you want to return to the rate plan you were on before the slam.
2. After ensuring service with the preferred company, call the company that slammed you and cancel the account. Tell the company that you want all charges credited, which should be done in 30 days, and that you would like a copy of the documentation authorizing the switch.

If you are not satisfied with the response you receive from your authorized company or the company that slammed you, contact the PSC toll-free at (800) 292-9555 or file a complaint online at www.michigan.gov/mpsc.

CRAMMING

Cramming occurs when charges are added to your bill without your consent or knowledge. Cramming also occurs when you subscribe to a service unknowingly because of deceptive tactics.

The PSC recommends taking some preventative measures to avoid cramming charges, such as carefully reviewing all promotional materials before filling out contest entry forms or coupon offers. The fine print may be authorizing additional telephone services. Also, be careful about who is using your phone, because they can access services which have not been ordered, incurring additional charges.

If you have been crammed, the PSC recommends informing the telephone company that the charges were not authorized and request that they cancel the service and credit your account. If you wish to pursue

Your Rights as a Utility Customer

the matter, you can file a cramming complaint with one of the following organizations:

- Michigan Public Service Commission at 1-800-292-9555 or www.michigan.gov/mpsc.
- Federal Communications Commission at 1-888-225-5322 or www.fcc.gov.
- Federal Trade Commission at 1-877-382-4357 or www.ftc.gov.

Some telecommunications companies offer a block to prevent such unauthorized billings by third parties.

VIDEO/CABLE

The Uniform Video Services Local Franchise Act created a new franchising system for providers of video

services, which provides a uniform franchise agreement to be used between each franchising entity and video provider in the state of Michigan. Under this Act, the PSC's regulatory authority is very limited and the Act does not give the PSC the authority to regulate a provider as a public utility. However, the Act does give the PSC the authority to review disputes, including those between a customer and a provider. If you experience problems with your provider and cannot resolve the dispute with them directly, you can file a complaint with the PSC by calling toll-free (800) 292-9555 or filing a complaint online at www.michigan.gov/mpsc.

The Federal Communications Commission (FCC) is responsible for complaints regarding satellite providers. The FCC can be reached toll-free at (888) 225-5322 or at www.fcc.gov.

Health Insurance Reform

INTRODUCTION

It is estimated that at any given time, approximately 13.5% of people nationwide are without health insurance coverage. This rate has steadily dropped since the implementation of the Affordable Care Act. Discriminatory insurance market practices have been held primarily responsible for the coverage problems presently facing health care consumers. Prior to the implementation of the Affordable Care Act, individuals often had difficulty obtaining affordable coverage due to unreasonable preexisting medical condition exclusions.

NATIONAL HEALTHCARE REFORM

In 2009 Congress enacted significant health care reforms with The Health Care and Education Reconciliation Act of 2010 and The Patient Protection and Affordable Care Act. Broadly speaking, the legislation requires most United States citizens and legal residents to have health insurance. The cost of health care reform under the legislation is fully paid for, in large part by eliminating waste, fraud, abuse, and excessive profits for private insurers. According to the Congressional Budget Office, the legislation would reduce the deficit by over \$100 billion over the next ten years and by about \$1 trillion over the second decade. As of April 2014, over eight million people have signed up for health insurance on the health care exchanges.

Under the new laws, state-based, state-federal, or federally-based Health Benefit Exchanges were created through which individuals can purchase coverage, with premium and cost-sharing credits available to individuals or families with incomes between 133%-400% of the Federal Poverty Level.

A separate exchange was created for small businesses to purchase coverage. If an employer has more than 50 employees, it is considered the responsibility of the employer to offer benefits. If an employer does not offer benefits, and at least one full-time employee receives health insurance through an Exchange, that employer will be penalized. This provision does not apply to businesses with less than 50 employees. Medicaid coverage expanded to 133% of the Federal Poverty Level. In 2014, the Federal Poverty Level for a family of four was \$23,850.

The legislation was challenged as unconstitutional by the Attorneys General in various states including Michigan. The law's individual mandate was upheld as constitutional by the United States Supreme Court in a July 2012 decision. The Court did however rule that states could not be forced to participate in the Medicaid expansion requirement. The ruling allowed for states to choose whether or not they wanted to expand Medicaid. Michigan's Medicaid expansion program (Healthy Michigan) went into effect on April 1, 2014. For more information on the Healthy Michigan plan, visit www.michigan.gov/healthymichiganplan.

The timeline for the implementation of the provisions contained within the law vary, with some provisions taking effect immediately. Full implementation of the law was complete by 2015.

Key provisions include the following:

- Small businesses that offer employee coverage are eligible for tax credits up to 35% of premiums;
- Lower Prescription drug costs for senior citizens; and
- Early retirees will be eligible for a temporary reinsurance program designed to offset the costs of health claims.

The new law also includes a number of reforms aimed at consumers who are privately insured including the following:

- Health insurers cannot deny coverage to children with preexisting conditions;
- Insurance companies cannot rescind coverage when clients become ill;
- Insurance companies cannot place lifetime caps on coverage;
- Preventative services will be provided with no copayments.

Americans deemed uninsurable because of a preexisting condition can receive coverage through a temporary high-risk pool.

Parents can insure their children up to their 26th birthday.

Information on how federal health care reform impacts Michigan citizens is available at http://www.michigan.gov/difs/0,5269,7-303-12902_35510---,00.html.

HOME IMPROVEMENT PROGRAMS

Home Improvement Loans

FEDERAL ASSISTANCE AVAILABLE

The U.S. Department of Housing and Urban Development (HUD) makes Title I loans available through participating lenders. The loans are for routine maintenance to correct health or safety hazards, or to make improvements that will help conserve energy.



Maximum loan amount

The maximum loan amount for a single family home is \$25,000 with a maximum term of 20 years for the loan.

How do I qualify for a loan?

1. You must own your property, or have a lease at least six months longer than the loan term.
2. You must have a good credit history.
3. Your house must have been completed and occupied for 90 days prior to the day you apply for the loan.
4. You must have the ability to repay the loan in monthly payments.

How do I apply?

HUD does not loan money; it guarantees the loans of private lenders. However, few private lenders offer this program. Contact banks, savings and loan associations, credit unions, and finance companies in your area to see if they are approved by the U.S. Department of Housing and Urban Development as Title I lenders. Programs are offered by the Michigan

State Housing Development Authority (MSHDA): the Home Improvement Program (HIP) and the Community Home Improvement Program (CHIP).

What kind of improvements are financed?

If your home is at least 20 years old, you may qualify for a loan for almost any type of basic, permanent home improvement, such as:

- making repairs to bring the building up to code;
- installing insulation, storm windows, or new doors;
- replacing your furnace;
- upgrading the plumbing or wiring.

If your home is newer, you can:

- make energy-saving improvements;
- repair serious hazards to health and safety;
- make your home more accessible to a handicapped member of your household.

STATE ASSISTANCE AVAILABLE

The Michigan State Housing Development Authority (MSHDA) offers financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing.

MSHDA offers low-interest home improvement loans for eligible homeowners and landlords.

Who can apply?

- MSHDA's Property Improvement Program offers low-interest home improvement loans to single-family Michigan homeowners with annual household incomes up to \$65,000 (\$74,750 in certain areas).
- Applicants must have a credit score of at least 620. Higher loan amounts will require a higher credit score of 660.
- The property must be located in Michigan.
- The applicant must own or be buying the property, and the property must be the applicant's permanent year-round residence. If the property is being purchased then the homeowner must occupy it within 60 days from the date of the loan closing.

What home improvements are eligible?

Eligible improvements must substantially protect or improve the basic livability or utility of the property. Eligible improvements include roof repair or replacement; insulation, siding, window replacement and other energy efficiency improvements; central air conditioning and furnace replacement; kitchen and bathroom remodeling; carpeting and built-in kitchen appliances; ramp installation; attic and basement finishing; upgrading electrical wiring; building an addition; walkway and driveway installation; and garage repair and construction.

How much can I borrow?

The amount of the loan depends on what the loan is being borrowed for and the applicant's credit score.

What are the interest rates?

Interest rates for these loans vary from 4 percent to 8 percent.

Household Income	Interest
Up to \$19,999	4%
\$20,000-\$39,999	6%
\$40,000-\$105,700	8%

What are the loan terms?

- Borrowers have up to 20 years to repay the loan.
- No annual fees.
- No penalty for early payoff.
- Underwriting/loan processing fee in the amount of \$100 on loans below \$7,500 and in the amount of \$200 on loans above \$7,500.
- A 2 percent origination fee is financed in the loan amount.
- Loans over \$7,499 are secured by a mortgage on the property.

If you are interested in applying for a loan you must talk to a MSHDA-approved participating lender or community agent.

How do I apply?

To apply you will need to talk to a MSHDA-approved participating lender or community agent. To find one that covers your county visit www.michigan.gov/mshda/0,1607,7-141-49317_50737---,00.html.

Tips for dealing with maintenance and alteration contractors

- Consumers should always get two estimates and have the contractor submit bids in writing including line item costs and the total dollar amount of the project.

- Contractors should have a reputation for honesty and good workmanship.
- Hire contractors with a good working reputation in the community. All residential contractors must be licensed by the State of Michigan, hold property liability insurance, and workers compensation insurance.
- Check with the State of Michigan's Corporations, Securities and Commercial Licensing Division for Verification of Builders or Maintenance & Alteration License. Call (517) 241-9288 or check contractor listings at www.michigan.gov/builders.
- Check to make sure the contractor is not listed on the Michigan Contractors/Builders Debarment List. This information is available at http://www.michigan.gov/documents/buy_michiganfirst/DebarredVendorList_230774_7.pdf.

Payment

- Pay for completed tasks per line item.
- Never pay a large portion or the full amount of the contract before the work is done.
- Never pay in cash. Always get a receipt for payment.
- Make final payment only when you are satisfied with the results of your project.

If you have issues with your contractor take the following steps: (1) Consult with an attorney or legal aid; (2) Consult with your local building inspector; (3) Consult with your local prosecutor's office or the State of Michigan's Corporations, Securities and Commercial Licensing Division at (517) 241-9288.

HOUSEHOLD HELP FOR SENIOR CITIZENS: HOUSEHOLD MAINTENANCE

Senior citizens may receive assistance with household repairs and maintenance through their local Area Agency on Aging. Area Agencies on Aging are experts on all aspects of aging. They were created by a federal law in 1974 to help older Americans. There are 16 agencies in Michigan.

The local Area Agency on Aging (AAA) may be able to assist with home repairs or know of loan and grant programs available for assisting with home maintenance and repairs through the local unit of government, neighborhood organizations, the community action agency, MSHDA, the Department of Human Services State Emergency Relief Program or the U.S. Department of Agriculture's Rural Economic and Community Development Service.

Home Improvement Loans

Some AAAs offer minor home repairs such as grab bar installation, step repair, and those small repairs which provide safety in the older person's home. For other home repair services, such as permanent restoration or renovation to extend the life of the home or those that involve structural changes, the AAAs may refer older adults to Community Action Programs or other governmental agencies. None of the programs include aesthetic improvements and cannot be provided on rental properties or condemned structures.

How do I apply?

The Area Agency on Aging will decide if you are eligible for their programs and can give you some general guidance regarding eligibility in other programs. To find your local Area Agency on Aging, please visit www.michigan.gov/miseniors. Or call the Michigan Offices of Services to the Aging at (517) 373-8230.

MICHIGAN HOME ENERGY ANALYSIS

Consumers can realize savings by more closely monitoring energy usage in their homes. A home energy assessment or audit is the first step at assessing how much energy your home consumes and also to determine how to make your home more energy efficient. These assessments can be done on your own or by a hired professional. Professional auditors use techniques and equipment to reveal hard-to-detect areas of air infiltration and missing insulation. For more information on professional home energy audits, visit <http://www.energy.gov/energysaver/home-energy-audits>.

A professional auditor will do the following:

1. Blower door test – this measures the air-tightness of your home;
2. Infrared camera scan – pinpoints air leaks, insufficient insulation, and moisture problems;
3. Combustion safety test – ensures gas appliances are operating safely and efficiently;
4. Walk through – identifies other energy efficiency problems.

The assessment will result in a list of home improvements that will help you save energy and money.

Selecting an energy auditor

Before contracting with an energy auditing company, take the following steps:

1. Call references and see if they were satisfied with the work, and
2. Call the Better Business Bureau and see if complaints have been filed.

COST

Michigan Saves, a nonprofit dedicated to making energy improvements easy and affordable, offers a Home Energy Loan Program, which provides up to \$30,000 in financing to homeowners for energy efficiency and renewable energy improvements. No home appraisal or equity required. Homeowners can choose from a list of qualified improvements such as new windows and doors, new air conditioners or furnaces, or even new appliances. Homeowners can also get a home energy assessment to identify what you can do to spend less money on energy in your home. Opportunities are also available for business owners.

For more information on Michigan Saves, visit www.michigansaves.org.



**THINGS YOU CAN DO
THAT DON'T COST MONEY:**

1. Turn down your thermostat 2 degrees every other day until you find the lowest temperature at which you can be comfortable. You may be surprised to find that it is below 70 degrees.
2. Turn down your thermostat when you go to sleep. Turn it down during the day if everyone is away all day.
3. Close doors and turn off heat to the unused areas of your home.
4. Close the drapes and pull the shades at night.
5. Change furnace air filter at least once a month to maintain efficiency.
6. "Balance" the system by regulating the heat directed to each room. This will eliminate wasted heat in "hot" areas of your home.
7. Open shades and drapes on sunny days.
8. Do not hold open outside doors for conversations.
9. Clear all obstructions away from registers and grilles, such as drapes, rugs, and chairs, which would restrict air movement.
10. Close fireplace damper when not in use.
11. Turn down your thermostat when away for the weekend or on vacation, but make sure the temperature will not cause pipes to freeze!
12. Wear heavier clothing at home.

**THINGS YOU CAN DO
THAT WILL COST MONEY NOW
BUT WILL MORE THAN PAY
FOR THEMSELVES LATER:**

13. Have heating equipment checked, cleaned, and adjusted for top efficiency, by a qualified serviceperson.
14. Add insulation in ceiling and walls.
15. Add storm windows and storm doors to your home.
16. Caulk cracks around window and door frames, or any other small openings to the outside.
17. Add a humidifier. Extra humidity brings a feeling of warmth at a lower temperature.

18. Add weather stripping around doors and windows.
19. Insulate heating pipes or ducts where they run through unheated attics or crawl spaces.
20. Modernize old heating system by replacement with newer, more efficient equipment.
21. Add a clock-thermostat to adjust your heat automatically.

**SEVEN SPECIAL
CONSERVATION PRACTICES
FOR USE IN COMMERCIAL
AND PUBLIC BUILDINGS:**

1. Turn down the temperature in lobbies and other public places.
2. Schedule evening meetings into a single heated zone of larger buildings.
3. Operate ventilation to the outside on a timed schedule instead of continuously.
4. Open blinds and drapes on sunny days.
5. Install automatic door closers.
6. Control heat by zones, and turn down heat to unused areas.
7. Use partitions to isolate areas open to the outside (shipping area with open doors, etc.).

ENERGY SAVING TIPS

Small steps can result in significant savings for consumers. Follow these energy-saving tips and watch your electric bill decrease:

1. Change your light bulbs to energy-saving compact fluorescent light bulbs;
2. Install solar water and space heating;
3. Air, seal, and insulate your attic;
4. Turn off your power strips or unplug electronics;
5. Install solar electric panels in your roof;
6. Choose energy star appliances, heating and cooling systems;
7. Purchase an energy-efficient water heater; and
8. Ask your local electric utility if Smart Meters are available.

For more tips visit <https://energy.gov/energysaver/energy-saver>.

HEATING ASSISTANCE

The State of Michigan offers a number of energy assistance programs for residents experiencing financial hardships. The programs are funded with a federal grant known as the Low Income Heating Energy Assistance Program.

State Emergency Relief

The State Emergency Relief (SER) program, offered through the Michigan Department of Human Services, offers immediate help to individuals and families facing conditions of extreme hardship or for emergencies that threaten health and safety. Services include payment for heating fuel, electricity, and home repairs.

Eligibility is based on the following:

1. Demonstration of immediate need;
2. Declared need for a deliverable fuel;
3. Verified need for energy-related home repair;
4. Income; and
5. Assets.

To apply for SER assistance please contact your local DHS office in the county where you reside.

Home heating credit

If your income falls below a certain threshold you may be eligible for a home heating credit. The

Department of Treasury determines eligibility for the credit and makes the payments. Eligibility is based on income, number of exemptions, and household heating costs.

Weatherization Assistance Program (WAP)

Michigan's Weatherization Assistance Program is a federally funded, low-income residential energy conservation program that provides free home energy conservation services to low-income Michigan homeowners and renters. Services are typically administered by local Community Action Agencies and nonprofit organizations and include:

1. Wall insulation;
2. Attic insulation and ventilation;
3. Foundation insulation;
4. Air leakage reduction;
5. Smoke detectors; and
6. Dryer venting.

Contact your local Weatherization Operator to get started: http://michigan.gov/dhs/0,4562,7-124-5453_5531_7211-58707--,00.html. Consumers can find their area Community Action Agency by visiting the Michigan Community Action Agency Association at www.mcaaa.org.

Home Equity Loans



WHAT IS A HOME EQUITY LOAN?

Home Equity Debt is any loan secured by a qualified resident whose purpose is other than to acquire, construct, or substantially improve a qualified home. A home equity loan (HEL) is a type of second mortgage. The homeowner is able to borrow money but must pledge the house as collateral. A HEL is an attractive option for individuals who want to borrow money but do not have good credit.

A home equity line of credit differs from a home equity loan. A home equity line of credit is an amount of money that the borrower can draw on as they need it.

Advantages of home equity loans

1. They typically have a lower interest rate.
2. They are easier to qualify for borrowers with low credit scores.
3. Payments on a home equity loan may be tax deductible.
4. Borrowers can get relatively large loans.

Common home equity loan uses

Home equity loans may be used for a variety of purposes including remodeling or renovating a home, paying for a family member's college education, financing the purchase of a second home, and consolidating high-interest debts.

Be cautious

1. A home equity loan requires you use your home as collateral. Defaulting could mean losing your home. Beware of predatory lenders who offer you a high-cost loan using your home as security.
2. Beware of contractors that offer to arrange financing.

Consider all other options before you put your home on the loan line

1. Talk with creditors or budget counselors and work toward a plan that reduces your bill payments to a more manageable level.
2. Contact local social service agencies and ask about programs that help consumers with energy bills, home repairs, or other emergency needs.
3. Seek the advice of a neutral party before making any decision.

Tips for finding a HEL

1. Shop around and talk with several lenders. Comparison shopping will ensure you get the best deal.
2. Make sure you can afford the monthly payments.

Questions to ask when shopping for a HEL

1. What are the monthly payments?
2. What is the annual percentage rate on the loan?
3. Will the interest rate change during the life of the loan? Often home equity loans come with a variable interest rate. Variable interest rates are not fixed and may be tied to some economic indicator that fluctuates at the discretion of the federal government. Rates may seem low at the time you enter into the loan but may increase significantly over time. Variable rate loans are for experienced borrowers and should only be used after consultation with someone well versed in financial matters.
4. What is the term of the loan?
5. Is there a balloon payment (a large single payment at the end of the loan term after a series of low monthly payments)?
6. What will you have to pay in points and fees? If points and fees are more than 5 percent of the loan amount, ask why.
7. How much will the lender or broker be paid?
8. What is the penalty for late or missed payments?
9. Is there a prepayment penalty?
10. What is the worst-case monthly payment?
11. What are the service charges and other fees I will have to pay?

Home Equity Loans

ABUSES

Unscrupulous lenders prey upon individuals in need of money. If you are shopping for a home equity loan be mindful of the following practices that some predatory lenders employ.

Equity stripping

Equity stripping occurs when a lender encourages a borrower to take out a loan that he or she cannot afford to repay. The lender may do this by advising the borrower to inflate his or her income so as to qualify for a larger loan. When the borrower defaults the lender forecloses on the home and steals the borrower's equity.

Balloon payments

Some lenders may offer borrowers a home equity loan with low monthly payments that only pays toward the interest of the loan. At the end of the loan term the principal or the entire amount borrowed will be due in one payment. This is known as a balloon payment. Borrowers who agree to these terms but are unable to make the payment face losing their home to foreclosure.

Loan flipping

Lenders will entice borrowers with low-interest loans made available through refinancing existing loans. These lenders will charge borrowers numerous fees when refinancing and may increase interest rates each time you refinance. Additionally, prepayment penalties could be triggered if the loan contract contains such a provision.

Home improvement loans

Beware of contractors who offer to secure financing to pay for home improvement projects. Often contractors will dupe lenders into taking out a home equity loan to finance the home improvement projects. Examine closely any papers the contractor provides and make sure you know what you are signing.

Credit insurance packing

Consumer credit insurance is insurance consumers purchase to insure payment of credit extended to the consumer in case the borrower dies, becomes disabled, or loses a job. When closing on a home equity loan make sure the lender doesn't goad you into credit insurance or other items you do not want or need.

Know your rights

Federal law gives you three business days after signing the loan papers to cancel the deal without penalty. The loan can be canceled for any reason. If you cancel within three days, the lender must return any money you have paid to date. Cancellation must be in writing.

For more information please visit the following Web sites:

www.fdic.gov/consumers/consumer/predatorylending

<http://www.consumer.ftc.gov/articles/0227-home-equity-loans-and-credit-lines>

WHAT ARE THE TAX DEDUCTIONS FOR A HOME EQUITY LOAN?

The amount of the interest payments on a home equity loan which may be deducted from a tax return depends, in part, on the amount of the mortgage secured through your home, the date on which the loan was made, and the use you are making of the funds obtained through your home equity loan. Check with a tax advisor about potential deductions from your specific loan terms.

Planning your payments

- Consider developing a spending plan for the entire period of the loan.
- If the lender requires the monthly payment to include only the interest on the loan, ask to have the monthly payment schedule set up to include principal payments as well.
- Make sure there is no penalty for prepaying. With prepayment you will reduce the balance owed at the end of the loan, thereby reducing the risk of foreclosure on your home.
- Establish a contingency plan for paying off the loan more rapidly in case interest rates rise substantially.

Mortgage Redlining

YOUR RIGHTS AND RESPONSIBILITIES

Michigan's "Anti-Redlining" statutes prohibit lenders of mortgage and home improvement loans from discriminating in their lending practices. The act contains a list of factors the lender is prohibited from considering when reviewing your loan application. You may file a complaint or a lawsuit if you think a lender is breaking the law.

WHO DOES THE LAW APPLY TO?

The law applies to banks, savings and loan associations, credit unions, and mortgage companies which make or buy mortgage loans subject to the act. The Michigan State Housing Development Authority is also subject to the act.

WHAT KINDS OF LOANS ARE COVERED BY THE LAW?

Home improvement loans and mortgage loans on buildings for four or fewer families are covered under the law. These include single-family homes, duplexes, triplexes, and quadruplexes. The law does not include construction loans.

WHAT DOES A MORTGAGE LENDER HAVE TO DO UNDER THE LAW?

1. A lender must post a notice of your rights under the act in a prominent place in each loan office.
2. The lender must have pamphlets explaining what you need to do to get a mortgage or home improvement loan. The law says the pamphlet has to be placed where you can pick up a copy without asking a loan officer.
3. The lender has to apply the same loan policies to all neighborhoods in a metropolitan area. In a rural area, the same policies would apply to all neighborhoods in a county.
4. Most lenders must complete a report on their mortgage and home improvement loans each year. The lender must let you look at the report if you ask.

WHAT SHOULD I LOOK FOR IN APPLYING FOR A MORTGAGE OR HOME IMPROVEMENT LOAN?

You should compare the policies of the institutions that make loans in your area. If you provide your name and address, the lender is supposed to send you a pamphlet which describes the terms and conditions of its mortgage and home improvement loans. When you decide where you would like to apply for a loan, go to the lender's office and explain what you want to do. The law says a lender must let you fill out a loan application. (The only exception is a credit union where you are not a member or eligible to become a member.)

A lender must consider your credit record and the market value of the home, as well as any active community organizations or programs in the neighborhood which might offset the effects of physical decline.

A lender may not turn down your loan application or vary the interest rate or the length of the loan or the required down payment percentage or the application and appraisal procedures for any of the following reasons:

1. The race or ethnic background of people in the neighborhood.
2. The age of the house or of nearby buildings (but the lender may consider their physical condition).
3. The area where the building is located.
4. The physical condition of structures more than 750 feet from the building.

WHAT SHOULD I DO IF MY APPLICATION IS TURNED DOWN OR THE LOAN TERMS ARE CHANGED?

If a lender turns down your loan application, you must be told the reasons why in writing. You have a right to a similar notice if the lender changes the terms of the loan you requested and you do not accept the new terms of the loan. If you think the reasons given were improper or the application was handled unfairly, you may do several things.

1. You may ask for copies of the forms, reports, and letters the lender used to reach the decision on your

Mortgage Redlining

loan. If you paid an appraisal fee or the appraisal was the reason your loan was denied, you may ask for a copy of the appraisal report. The lender must provide these copies (except a credit report). If you ask for the documents within one month after your loan is turned down, the lender has two business days to put the materials in the mail. If you wait more than one month, the lender must send the materials within ten business days. If you find incorrect information in the documents, you should get in touch with your lender. Some misunderstandings can be settled at this point.

2. If you still are not satisfied, you may want the loan reviewed by your local mortgage review board. Ask the lender if there is one in your area. This action could help you get your loan through the same lender or another institution in the area.
3. The law also says that you may file a complaint with the Michigan Department of Insurance and Financial Services (DIFS) if you feel a lender has not complied with the anti-redlining law. The lender has complaint forms. You may not file a complaint about a violation of the act that happened before the law took effect. Also, you may not file a complaint more than two years after the violation took place. The OFIR must begin an

investigation within 15 days after it receives your complaint. You must be notified of the progress of the case within 30 days, and the investigation must be finished within 60 days, unless a hearing is held. If there is a hearing, a final report must be made within 90 days. A lender who violates the law may be fined as much as \$10,000.00.

4. You also have the choice to file an action in circuit court for damages or to seek an injunction for a violation of the law. You will not be entitled to damages unless your written loan application has been denied or the terms were varied by the lender.

WHAT TO DO IF YOU HAVE QUESTIONS ABOUT THIS LAW

If you have questions about this law, you should contact:

**Michigan Department of Insurance and
Financial Services**

611 West Ottawa Street, 3rd Floor

P.O. Box 30220

Lansing, MI 48909

Phone: (517) 373-0220

Toll-Free: (877) 999-6442



Foreclosure



FORECLOSURE

Foreclosure is a legal process where a bank or mortgage company can take back your home in order to satisfy your mortgage loan to them. If you fail to make your mortgage payments (including first mortgages, second mortgages, and home equity lines of credit) it can result in a foreclosure. A foreclosure can also be due to non-payment of real estate property taxes.

If you are unable to make your mortgage payment:

- Do not ignore the problem.
- Open all mail from your lender.
- Contact your lender as soon as you realize that you have a problem. The name of your lender (or servicer) and their address and phone number should be listed on your monthly mortgage statement.

Federal Consumer Financial Protection Bureau Rules

In January 2014, federal rules issued by the Consumer Financial Protection Bureau (CFPB) went into effect which implement laws protecting consumers from certain actions by mortgage servicers. The rules originate from the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Foreclosure and mortgage information is available on the CFPB website: <http://www.consumerfinance.gov/> and information specific to the mortgage servicing rules is available at: http://files.consumerfinance.gov/f/201301_cfpb_servicing-fact-sheet.pdf.

Michigan State Housing Development Authority (MSHDA)

Michigan State Housing Development Authority has resources for homeowners who are having trouble making mortgage payments or have had an involuntary hardship causing them to fall behind on real estate taxes as well as information on housing counselors. Information is available at: http://www.michigan.gov/mshda/0,4641,7-141-45866_47906---,00.html.

Additional Resources

- HUD Housing Counseling Referral Line: (800) 569-4287
- United Way: 2-1-1
- The Michigan Foreclosure Task Force: www.cedam.info/resources/mftf/index.php
- National Consumer Law Center: www.nclc.org

PREVENTING FORECLOSURE SCAMS

Watch out for:

- Companies offering to help modify your mortgage, either directly, through advertising, or by other means, such as a flyer.
- Companies guaranteeing a loan modification or asking you to pay a fee, sign a contract, redirect mortgage payments, sign over title to your property, or stop making loan payments.
- Remember that qualified HUD or State of Michigan certified Housing Counselors are available to help.

Victims of foreclosure rescue scams can file a complaint with the Attorney General's office: secure.ag.state.mi.us/complaints/foreclosure.aspx.

AUTOMOBILE INSURANCE/REPAIR

Guide to No-Fault Insurance in Michigan

INSURANCE YOU MUST HAVE TO DRIVE – NO-FAULT INSURANCE

No-fault insurance is required by law in Michigan. Every owner of a car must buy certain basic coverages in order to get license plates. Also, it is against the law to drive or let your car be driven without no-fault insurance.

If you have an automobile accident, no-fault insurance pays for your medical costs, wage loss, and the damage you do to other people's property. It does not matter who caused the accident.

Your basic no-fault insurance does NOT pay for repairs to your car. Neither does another driver's no-fault policy pay for damage done to your car unless your car was properly parked when it was hit. Except for that one situation, you must buy collision and comprehensive insurance if you want insurance that will pay for damage to your car. (Collision and comprehensive insurance are not required by law.)

This section will explain more fully what your required no-fault policy covers. It will also tell you about some of the extra insurance that you can buy if you want. Finally, it will give you some tips on how to buy insurance.

This booklet gives only a summary of no-fault insurance. Some of the details have been left out. For more information, read your policy, talk to your agent, or call the Department of Insurance and Financial Services toll-free at (877) 999-6442.

WHAT THE LAW REQUIRES

It is law in Michigan that every car has to be insured. Nobody can legally drive without the required coverages described in this chapter.

It is a misdemeanor not to carry no-fault coverage. If you are convicted of driving without it, you may be fined from \$200 to \$500, and be required to buy a six-month prepaid, noncancellable policy, or be put in jail for up to one year, or both.

In addition, if you are unable to produce proof of insurance when requested to do so by a law enforcement official, you are guilty of a civil infraction and the court may order your license suspended for 30 days or until you are able to provide such proof.

AUTO INSURANCE ELIGIBILITY

The law states that you are eligible for auto insurance if you have a car registered in Michigan or have a valid (not suspended or revoked) Michigan driver's license. You must also have a fairly good driving record. There are a few reasons a company may refuse to insure you. Your agent or company will explain these reasons to you. Being eligible for auto insurance means you can shop around for the best buy for your money. Keep in mind that the cheapest insurance is not necessarily the best. Other factors such as the reputation of the agent, coverages, and quality of claims service are important considerations.

Those who are not eligible under the law may also buy auto insurance. The Michigan Automobile Insurance Placement Facility guarantees that automobile insurance is available to Michigan citizens who cannot obtain insurance coverage elsewhere. It will probably cost more, however, so it's still important to shop around.

NO-FAULT PAYS FOR THREE THINGS:

1. If You Are Hurt in an Accident: Personal Injury Protection

In this case, no-fault pays:

- All reasonable and necessary medical and rehabilitation costs for the life of the injury.
- Up to 85 percent of the money that you would have earned, up to a certain maximum amount per month, for no more than three years, based on the last month worked. For accidents occurring after October of 2016, the monthly maximum was \$5,452 per month. The rates for 2017-18 will be set October 1.

- Up to \$20 a day if you have to hire someone else for services you would normally do for yourself.

If you are killed in a car accident, no-fault pays survivor's benefits, which is income you would have provided to your family. These benefits are limited to a maximum amount per month for no more than three years.

Your policy will pay these benefits no matter where in the United States or Canada the accident takes place. However, your policy will not pay benefits if you are the owner or registrant of an uninsured motor vehicle that was involved in the accident. Therefore, it is important that you have insurance coverage on all vehicles that you may own.

If you are a family person, no-fault also covers relatives in your household who do not have their own no-fault policy. Personal Injury Protection benefits can be paid by your policy even if family members are passengers in another person's car or pedestrians when they are hurt.

2. If You Damage Someone Else's Property: Property Protection

No-fault will pay up to \$1 million for damages your car does in Michigan to:

- Other people's tangible property such as buildings, trees, road signs, etc.
- Other people's vehicles, but **ONLY IF THE VEHICLES WERE PROPERLY PARKED.**

3. If You Are Sued: Residual Liability Insurance

Before the Michigan no-fault law was passed, a person who caused an accident could be sued in court by the person who was hurt or whose property was damaged. Since the no-fault law was passed, there are fewer lawsuits. That is because if an accident occurs:

- Each driver's medical expenses are paid by his or her own insurance company under Personal Injury Protection, no matter who caused the accident, and
- The damage a car does to other people's tangible property is paid under Property Protection.

Under no-fault there are still a few situations when you can be sued. They are described later in this section. If you are sued in court and lose the court case, your Residual Liability Insurance will pay up to certain amounts.

Residual Liability Insurance has two parts:

- Property damage.
- Bodily injury.

RESIDUAL LIABILITY – PROPERTY DAMAGE

The Property Protection part of your policy pays only for damage done in Michigan. If your vehicle does damage to property in another state, you will be subject to the laws of that state. In most other states you can be sued in court and made to pay damages.

If you are sued for damage your vehicle has done in another state, no-fault will pay:

- Damages awarded by the court up to \$10,000 per accident (or more, if you purchased higher limits on your policy).
- The costs of defending you against court suits.

You should also be aware that you can also be sued for up to \$500 in damages to another person's car which are not covered by his or her insurance. This part of the law is known as "mini-tort" and is discussed in detail later in this section. Your residual liability insurance does not automatically protect you against this type of lawsuit.

RESIDUAL LIABILITY – BODILY INJURY

In Michigan you can be sued in court for injuries that you cause to other people only under certain conditions. According to the no-fault law, you can be sued for noneconomic damages for causing an accident where someone is killed, suffers permanent serious disfigurement, or suffers serious impairment of a body function.

If you injure someone in another state, you are under the laws of that state and in many instances you can be sued in court and made to pay damages.

In these situations where you can be sued, your no-fault policy will pay:

- Damages awarded by the court up to \$20,000 per person and \$40,000 per accident (or more, if you purchase higher limits on your policy) for injuries you cause to another person.
- The costs of defending you against court suits.

No-Fault Insurance in Michigan

NO-FAULT DOES NOT PAY FOR:

- Repairs to your vehicle after an accident, no matter whose fault it was.
- Repairs to another person's vehicle after an accident, no matter whose fault it was, unless the vehicle was properly parked.
- Costs for replacement of your vehicle if it is stolen.
- "Mini-tort" protection.

WHAT HAPPENS IF YOU DRIVE WITHOUT NO-FAULT INSURANCE AND HAVE AN ACCIDENT

If you own a car and you drive it without no-fault insurance and you are in an accident:

- You can be sued for all you are worth.
- You will also have to pay a lawyer and court costs.
- If you are hurt in an accident involving a vehicle you own that is not insured, you would not be paid for any medical expenses, major wage loss, or loss of services, or any other no-fault benefits.
- AND if you are convicted of driving your car, allowing someone else to drive your car, or if you drive another person's car which you know does not have no-fault coverage, you may be required to pay a fine of \$200-\$500 and be required to buy a six-month prepaid, noncancellable policy, or be put in jail for up to one year, or both.

Play it safe, and don't drive without it. Be sure to keep a certificate of insurance in your car which shows you do have no-fault coverage. It is a civil infraction if you do not have proof of insurance when driving, and the court may order your license suspended for 30 days or until you are able to produce such proof. You will also need proof of coverage to get license plates for your car.

YOUR CHOICE: EXTRA INSURANCE YOU MAY WANT TO BUY

There are several types of auto insurance that you can choose to buy, in addition to the required no-fault insurance. Three of the most common types of extra insurance are described in this booklet.

1. Uninsured Motorist Insurance

Uninsured Motorist Coverage is an optional coverage that may be available to you from your

insurance company. If you are seriously injured in an accident (killed or suffer a continuous impairment of body function or serious disfigurement) and the other driver cannot pay pain and suffering damages owed to you, your Uninsured Motorist Coverage pays the damages to you. Uninsured Motorist Coverage compensates you for pain and suffering only and excess wage loss, if any, beyond the amounts paid under the required no-fault coverages. If you are killed, the compensation is paid to your survivors.

2. Residual Liability Insurance – Increased Limits

You may be sued because of an accident, as was discussed in the section on Residual Liability Insurance. If this happens, your no-fault policy will pay up to the amounts shown in the Residual Liability section: up to \$20,000 for each person and \$40,000 for each accident in which people are hurt or killed and up to \$10,000 for property damage. However, courts sometimes decide that you must pay more than these amounts. If this happens, you would be responsible for paying the amount not covered by your insurance policy. To protect themselves, many people buy extra liability insurance. For example, some people buy liability insurance which would pay up to \$50,000 for each person and \$100,000 for each accident in which people are hurt or killed and up to \$25,000 for property damage. Others buy liability insurance which would pay up to \$100,000 for each person and \$300,000 for each accident in which people are hurt or killed and up to \$50,000 for property damage. Other combinations of coverage are available. It may not cost a lot of extra money to buy these extra amounts.

3. Insurance for Damage to Your Car – Collision and Comprehensive Coverage

If your properly parked car is hit by another car, the other driver's insurance will pay for repairs. But otherwise, the only kinds of automobile insurance that will pay for repairs to your car if it is damaged in an accident in Michigan are COLLISION and COMPREHENSIVE insurance.

You should be aware that collision and comprehensive insurance are not included in a no-fault policy. You must tell your agent you want them. Your agent will offer you certain types of collision coverage, and will explain each type to you. If your car is financed, the company that loans you the money may say that you must buy collision and comprehensive insurance.

A. Collision Insurance

When you buy car insurance, the law requires that you be offered at least two types of collision insurance:

- **Limited Collision Without a Deductible.**
If you are 50 percent or less at fault in an accident, this type of collision insurance will pay to repair your car. If you are more than 50 percent at fault, you will receive no benefits.
- **Broad Form Collision.**
This type of collision insurance will pay to repair your car regardless of fault. However, if you are more than 50 percent at fault, you must pay a deductible. If you are 50 percent or less at fault, you pay nothing.

In addition to the above two types, many companies offer other choices in collision insurance. These include:

- **Limited Collision With a Deductible.**
If you are 50 percent or less at fault, this type will pay to repair your car, except you must pay a deductible. If you are more than 50 percent at fault, you will receive no benefits.
- **Regular Collision.**
Regular collision will pay regardless of fault, except you must always pay a deductible.
When you buy your insurance, the company or agent must give you a clear written explanation of the types of collision insurance available to you.

B. Comprehensive Insurance

Comprehensive insurance pays if your car is accidentally damaged other than in a collision, such as loss caused by theft, falling objects, fire, flood, and vandalism. Many companies require a deductible on this type of insurance. The higher the deductible, the lower the cost of your policy.

C. Limited Property Damage Liability Insurance (Mini-tort)

Under Michigan law, if you are more than 50 percent at fault in an accident, you can be sued for up to \$1,000 in damages to another person's car which is not covered by insurance. Most companies offer coverage for this liability. Some have included this in policies with NO extra charge, while others charge a small premium for the coverage.

WHY YOUR INSURANCE COSTS WHAT IT DOES

Your insurance rate depends on many things. You may wish to make certain the rating information required to be provided to you by your insurance company is accurate.

- **Your Driving Record and Insurance History –**
Under Michigan law an insurance company must accept an applicant at regular rates unless he/she fails to meet specific eligibility requirements. Some factors affecting eligibility are traffic and drunk driving convictions, as well as substantially-at-fault (more than 50 percent) accidents. The more tickets and accidents you have, the higher your rates may be. Nondriving matters such as cancellation for nonpayment of your auto premium may also affect your eligibility.
- **Your Age, or Length of Driving Experience –**
While companies are no longer allowed to rate a driver on sex or marital status, age or length of driving experience still affects the cost of auto insurance. Young drivers will pay more than those considered to be adults. Different companies set different ages at which they are considered adults – a 23-year-old may be an adult with one company and be a youthful driver with another company.
- **Where You Live –** How much a company charges is based upon the area in which you live. The insurance companies have found that more accidents are likely to occur in some parts of the state than others, and it costs more to settle claims in some places.
- **Income –** Because no-fault insurance pays for wages lost due to an automobile accident, some companies charge less if a person's income is below a certain amount.
- **Vehicle Use –** Different people use their cars for different purposes. Some people drive to work, and others drive only for pleasure. The less you drive, the less you may be charged for insurance.
- **Vehicle Make/Model –** Expensive cars cost more to repair or replace, and so collision and comprehensive insurance cost more. Also, some companies have an extra charge for sports cars or high-performance models.

WHAT YOU CAN DO TO LOWER YOUR INSURANCE RATES

1. Keep Your Driving Record Clean

Don't get tickets or cause accidents. Tickets or substantially-at-fault accidents on your driving record can drive your insurance cost way up. Remember, your insurance company will probably get a copy of your motor vehicle record from the Secretary of State when you apply for a policy and sometimes when you renew your policy.

2. Decide Whether You Really Need Collision Insurance

If you have an older car, or one in very poor shape, you may not want to pay the price for collision coverage. Call a bank or finance company to find out the price you would get for your car on a straight sale. Take this price and subtract what you would have to pay (the deductible) if you had a loss. Then subtract the cost of the insurance for one year. The amount you come up with is the most you would actually net if your car were totaled.

Here's an example:

- Value of your car - \$1,000
- The deductible you must pay - \$100
- The most you can collect from the insurance company for a collision loss - \$900
- But remember, you already paid for your collision coverage for 1 year - \$200

In this example, the most you would net for a collision loss is **\$700**; then you would have to decide whether it is worth paying the **\$200** premium when you could net **\$700** at the most.

3. Consider Choosing a Deductible or a Higher Deductible on Your Collision or Comprehensive Coverage

If you do need insurance protection on your car, you can buy collision coverage with a deductible of \$100, \$250, or sometimes more. You can buy comprehensive coverage without a deductible or with a deductible of \$50, \$100, or \$250, or more. The higher the deductible, the less the insurance coverage will cost.

4. Coordinate Any Health or Accident Benefits With Your Auto Policy

The no-fault law requires insurance companies to offer a discount on their no-fault insurance if you

“coordinate” your other health insurance or sickness-accident benefits with your no-fault policy. To coordinate your sickness or accident benefits with no-fault means that, if you have an automobile accident, your no-fault policy pays you only for that part of your lost wages and medical expenses not paid by your employer or your sickness-accident insurance policy. Because your auto insurer pays less in claims, your insurance cost is lower.

5. Shop Around

Call several agents to check out prices. You may save money that way.

If you are a good driver, each agent is required by law to quote you the lowest rate available to you from the companies he or she represents. Different agents represent different companies. That makes it important to call several agents to get the best price possible.

Also, if you can only get insurance from a high-risk company which charges high rates, check what the rate would be from the Michigan Automobile Insurance Placement Facility (assigned risk pool). The facility must accept all applicants, and its rates may be less than some of the high-risk companies.

WHAT YOU CAN DO IF YOU HAVE AN INSURANCE QUESTION OR PROBLEM

If you have a question or problem about your insurance, contact your insurance agent or company representative, or write the Department of Insurance and Financial Services:

**Michigan Department of Insurance and
Financial Services
Consumer Services Division
P.O. Box 30220
Lansing, MI 48909
Phone: (517) 373-0220
Toll-Free: (877) 999-6442**

If your car is damaged in an accident and you have this kind of collision insurance	NATURE OF ACCIDENT	
	You are MORE THAN 50 percent at fault (you hit a tree, a person, another car, etc.)	You are 50 percent OR LESS at fault (you are rear-ended, sideswiped, etc.)
Limited Collision	Your insurance pays nothing. You are responsible for the cost of repairs to your car.	Your insurance pays. or Your insurance pays, except the deductible that you have chosen.*
Standard Collision	Your insurance pays, except the deductible that you have chosen.	Your insurance pays, except the deductible that you have chosen.
Broad Form Collision	Your insurance pays, except the deductible that you have chosen.	Your insurance pays.

* The law requires insurance companies to offer a limited form of collision coverage which does not require payment of a deductible. However, companies can also offer limited collision coverage with a deductible which would result in lower premium payments.

Auto Repair Rights and the Auto Lemon Law



WHAT YOU SHOULD KNOW BEFORE HAVING A CAR REPAIRED

The Motor Vehicle and Service Repair Act (1974 PA 300) requires that most facilities performing auto repair work be registered with the Michigan Department of State. Each repair facility is now required by law:

- To give an itemized written estimate of cost before repairs valued at \$20 or more are performed (or, upon request, for repairs under \$20).
- To inform you so that you know about and approve (or refuse) any work done beyond the estimate.
- To give you a detailed invoice describing all repairs done.
- To have all repairs done by a Michigan-certified mechanic.
- To return all of the old parts which were replaced in the repair job.

AUTO REPAIR TIPS

These tips may help you avoid problems or unnecessary expense when your car needs repairs.

- Don't try to diagnose your vehicle's problem unless you are qualified.
- When looking for a reputable repair shop, ask your friends or co-workers for recommendations.

- Shop around before agreeing to expensive repairs.
- BEFORE you leave a vehicle for repairs, get a written estimate for repairing the car, including teardown and reassembly.
- If a garage tries to pressure you into repairs that you feel are not necessary, insist on a written reason why the repair is needed.
- Ask the repair shop if it guarantees its work (labor, parts, or both). If so, all terms of the guarantee must be in writing.
- If you are asked to sign a document, take a copy of it at the time of signing. Never sign a blank document.
- Leave a telephone number where you can be reached.
- If a repair shop gives you a hassle or won't return your car immediately when you refuse their recommended service, call the Bureau of Regulatory Services, Michigan Department of State.

WHEN YOU HAVE A COMPLAINT

The first step: Talk with the manager

When you have a problem, talk to the owner or business manager about it right away. It is always best to resolve a complaint directly with the business involved. When you bring a problem to the manager's attention, you may be able to work out a settlement. Keep these five points in mind when you talk to the business owner or manager:

1. Be courteous and calm.
2. Explain the problem accurately. Provide dates, estimated or billed amounts, and as many other facts as you can.
3. State what you think is a fair settlement or correction.
4. State whether you are willing to negotiate; in many disputes neither side is 100 percent correct.
5. If you cannot get a satisfactory settlement, contact the Bureau of Regulatory Services.

AUTOMOTIVE REGULATION

You may wish to tell the business that you will file a complaint with the state.

The second step: Contact the State

Contact the State if you believe your legal rights have been denied; you were charged for repairs that were not done; or you were told that you needed repairs which you later found out were not needed (even if you didn't have the repairs done). You should contact the Bureau of Regulatory Services. If you have already talked to the owner or manager and have not reached a satisfactory settlement, the bureau may be able to assist you.

The Bureau of Regulatory Services was established to license and regulate motor vehicle repair shops and auto exhaust testing stations; to inform consumers of their automotive repair rights; and to investigate complaints.

**Michigan Department of State
Bureau of Regulatory Services
P.O. Box 30046
Lansing, MI 48909-4618
Toll-Free: (888) 767-6424**

Explain the problem as completely as possible. It is important to keep copies of written estimates, bills or invoices, warranties, and any other related documents to substantiate your claim. If your complaint is within their authority, the Bureau of Regulatory Services will investigate. They will contact you by phone, if possible. Please be patient. It may take several weeks to get to your complaint.

Be aware that there are some areas in which the bureau has no power to investigate or mediate. If they are unable to assist with your complaint, you will be informed. Another state agency that may be able to assist you is the Attorney General's Consumer Protection Division. If you believe your rights have been violated and you have tried unsuccessfully to resolve your differences directly with the merchant, the Consumer Protection Division might intervene on your behalf:

**Office of the Attorney General
Consumer Protection Division
P.O. Box 30213
Lansing, MI 48909
(517) 373-1140**

As noted here, the consumer protection unit of the county prosecutor's office is empowered to take

action. The Michigan Consumer Protection Act prohibits various unfair and deceptive trade practices and gives local prosecutors the power to enforce the law. Under the act, the following unfair practices are prohibited:

- Representation that a part, replacement, or repair service is needed when, in fact, it is not.
- Entering into a consumer transaction in which the consumer waives or purports to waive a right or benefit provided by law, unless the waiver is clearly stated and the consumer has specifically consented to it.
- Gross discrepancies between the oral representations of the seller and a written agreement covering the same transaction.
- Taking advantage of the consumer's inability to reasonably protect his or her interests by reason of disability, illiteracy, or inability to understand the language of an agreement (if the other party knows of the consumer's inability).
- Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.
- Representing that goods are new if they are deteriorated, altered, reconditioned, used, or secondhand.

OTHER SOURCES FOR ANSWERS TO AUTO-RELATED QUESTIONS

Auto design and equipment

National Highway Traffic
Safety Administration (NHTSA)
1200 New Jersey Avenue, SE, West Building
Washington, D.C. 20590
Auto Safety Toll-Free: (888) 327-4236

Driver license

Contact your local Secretary of State branch registration office (listed under Michigan State Government in your telephone book).

Auto insurance coverage problems

Department of Insurance and Financial Services
P.O. Box 30220
Lansing, MI 48909
Phone: (517) 373-0220
Toll-Free: (877) 999-6442

Auto Repair Rights and the Lemon Law

New car warranties, questions on warranty coverage

If your dealer cannot help, contact the manufacturer's regional claims office. (See owner's manual or ask dealer.) Better Business Bureaus are also equipped to handle some warranty complaints.

AUTO LEMON LAW

Since the automobile is one of the largest investments made by most consumers, it is not surprising that automobile problems constitute the largest single category of consumer complaints and are the most difficult to resolve. Because an automobile involves such a large sum of money, and generally a long period of debt, it is very important that consumers get their money's worth when buying an automobile.

This information is designed to help you be aware of your rights as an auto buyer and to cite the legal remedies available if the auto does not meet your expectations for an automobile "free of defects."

Michigan's "Auto Lemon Law" (1986 PA 87) provides legal remedies to any consumer who purchases a car for personal, family, or household use and whose vehicle is determined to have a substantial defect that impairs its use or value or prevents the vehicle from conforming to the manufacturer's express warranty.

WHAT VEHICLES ARE COVERED?

- The law applies to all new passenger vehicles, pick-up trucks, and vans. It does not apply to motor homes, buses, trucks other than pick-up trucks or vans, motorcycles, or vehicles designed to travel on fewer than four wheels.
- "New motor vehicle" means a motor vehicle that is purchased or leased in this state or purchased or leased by a resident of this state and is covered by a manufacturer's express warranty at the time of purchase or lease.

WHEN DOES THE AUTO LEMON LAW APPLY?

- The dealer or manufacturer has tried four or more times to repair the same defect or condition and it continues to exist and substantially impairs the use or value of the vehicle.

- The first repair must have been performed by the dealer within one year after delivery or before the manufacturer's warranty expires, whichever is earlier.
- The law also applies if the vehicle has been in for repairs for a total of 30 or more days during the manufacturer's warranty period, or within one year from the date of delivery, whichever is earlier.

HOW DO I INITIATE A COMPLAINT UNDER THE RULES OF THE LEMON LAW?

- The manufacturer, not the dealership, is legally responsible for repairing the vehicle while it's under warranty, so you must write the manufacturer's customer service office about the problem.
- In your letter include a list of the defects and an explanation of what has been done to attempt to fix them.
- A meeting with the zone representative at the dealership would then be arranged to discuss the problem and examine the car.
- Keep copies of all correspondence with the manufacturer and the dealer. Include all work orders, claim checks, and receipts with the dates the work was performed and the mileage at the time of repair.
- The lemon law requires you to notify the manufacturer in writing, by return receipt mail, under these conditions:
 1. after at least the third repair of the same major defect;
 2. after the car has been out of service for repairs for at least 25 days during the warranty period; OR
 3. within one year from the date of delivery, whichever is earlier.

WHAT MUST THE MANUFACTURER DO WHEN I COMPLAIN?

- The manufacturer should notify you within a reasonable amount of time of a convenient repair facility where you should take the vehicle.
- The manufacturer then has five days after the vehicle is brought to the repair facility to repair the defect.

UNDER WHAT CONDITIONS CAN I GET A NEW CAR OR A REFUND?

- If the situation remains unresolved after taking the above steps, you can request a comparable model as a replacement for the defective vehicle or you can request a refund of the full purchase price. If a refund is chosen, the manufacturer may deduct up to \$.10 per mile for the use of the car before its first repair, as long as the deduction does not exceed 10 percent of the purchase price. Also deductible by the manufacturer from the refund is the cost of any appraised damage to the vehicle not attributable to normal use or the defect or conditions at issue.
- If the manufacturer participates in an arbitration program which meets federal standards, you must try to arbitrate the dispute. The manufacturer will tell you whether or not it participates in an arbitration program. Some manufacturers have developed other avenues to conform with the law.
- If you are not satisfied with the decision reached in arbitration, you may wish to consult an attorney for possible court action. Court costs and attorneys fees may be awarded.

CAUTION: THE LEMON LAW DOES NOT APPLY IN ALL CASES

- The Auto Lemon Law does not protect you from having the car repossessed if payments are withheld.
- The Auto Lemon Law applies **ONLY** to cases brought to court. The arbitration process provides you with alternatives other than the replacement or refund of the purchase price.
- Arbitration often offers you advantages over filing formal court charges under the Auto Lemon Law. Arbitration is low in cost; quick; offers you the option to repair, not just receive a replacement or refund; and is more informal than court procedures. If you are dissatisfied with the arbitration ruling, you can pursue the matter under the Auto Lemon Law. However, under arbitration, the manufacturer must abide with the final decision.

Buying a Car

When buying a car, it's natural to look for an attractive, durable vehicle. You should also consider financing, warranty, and the other factors that add up to a "good buy" on a car.

This section describes what's involved when buying from a Michigan automobile dealer including the purchase, financing, insurance, titling, and registration of a car.

Michigan's Department of State wants you to know your rights when buying a new or used car. The department's Office of Regulatory Monitoring licenses and regulates automobile dealers and repair shops, informs consumers of their rights, and investigates related complaints.



SELECTING A VEHICLE

When you select a new vehicle, read its warranty thoroughly. If you choose a used car, read the warranty and consider having the car checked by an independent mechanic before you buy.

If you wish to check the dealer's complaint record, contact the Automotive Complaint Line at (517) 335-1410.

WARRANTY

Get a clear understanding and a written copy of the dealer's warranty for your chosen vehicle. Don't assume that it has a warranty. In fact, most used vehicles are not warranted for any period of time.

Federal rules require dealers to display a "Buyer's Guide" sticker indicating warranty coverage in the driver side window of each used car. If the vehicle is warranted, the sticker must state the terms.

New cars normally carry warranty coverage from the manufacturer. Extended service contracts on new or used cars may be sold separately.

When reading a warranty, ask these questions:

- How long is the warranty valid?
- What is and is not covered?
- What costs will you pay if there is a problem?
- How will you get service?

Never accept a verbal warranty. Any vehicle sold "As Is" carries no warranty. You must pay for any repairs needed on a nonwarranted vehicle.

FINANCING A NEW OR USED VEHICLE

If you finance a new or used vehicle, shop around for the best interest rate. Financing may be available from the dealership, your bank or credit union, or other lending institutions. It can be helpful to have a loan approval with a lending institution prior to agreeing to a purchase with a dealership, rather than relying on the dealership to provide the best financing deal. Consider not only the payment amount, but how many months it will take to repay the loan, before making your decision.

THE LEASING ALTERNATIVE

Leasing a vehicle is a popular alternative for people who may not have funds available for a large down payment or do not wish to own a car.

The monthly lease payment may be comparable to a car loan payment, but be aware that most leases do not result in ownership.

BEFORE YOU SIGN A PURCHASE AGREEMENT

Make sure you receive a copy of the purchase agreement from the dealer before you pay for anything. Look it over carefully and make sure you understand everything before signing it.

Get all promises and other terms in writing. Don't rely on verbal representations. Purchase agreements should contain the following information:

- The same purchase price quoted by the salesperson.
- All extra options and accessories you want to buy;
- The dealer's policy on refunding any deposits.

Never sign a blank purchase agreement. When you are satisfied that the document is understandable and contains the items above, sign it.

Your signature may be binding and may authorize the dealer to keep any applicable deposit if you change your mind. Always read a purchase agreement completely and take a copy of it (and any other document) when you sign it.

Other costs

Be aware that for any vehicle more is involved than the price on the window sticker.

The dealer is required to charge you 6 percent Michigan sales tax on a new car or 6 percent use tax on a previously owned vehicle. However, if you are trading in a vehicle, the tax is applied to an amount equal to the purchase price minus the value of your trade-in, up to a certain amount. In 2017, the maximum trade-in credit is \$3,500. Under current law, the maximum credit increases by \$500 each year. The dealer is also required to apply for the vehicle's title and make arrangements for license plates, if appropriate.

Any dealer-installed accessories or services you have ordered, such as rustproofing or paint protectant, may also be added to the price.

COMPLETING THE SALE

Before accepting delivery of the vehicle, check to make sure all promised equipment has been included. Test drive the vehicle to be sure it is working properly. The dealer is required by law to give you a copy of every document you sign at the time of signing. Make sure you have the following:

- Copy of RD-108, Application for Title;
- Copy of written warranty on vehicle or any services purchased (such as rustproofing or extended service contract);
- If a used car, a copy of the "Buyer's Guide" window sticker;
- A new license plate and registration, or your old plate and a temporary or permanent registration, or a 15-day temporary registration affixed to the rear window;
- Copy of the finance contract.

If you are purchasing a used vehicle, the dealer must show you the previous owner's title. If the front of the title shows the word "rebuilt," the vehicle was previously issued a salvage title. The dealer must disclose the odometer mileage reading in writing.

After processing, you should receive a second copy of your Application for Title and Statement of Vehicle Sale (RD-108) in the mail within 20 days of the sale. You should receive an original title in about 30 days. Do not store the title in your vehicle.

AFTER THE SALE

Maintain your vehicle regularly according to the owner's manual to prolong the life of your car.

If repairs are needed, read the chapter "Auto Repair Rights" to learn your rights and what to expect from a competent repair shop.

BUYING A USED CAR

To buy . . . or not to buy?

Before you start looking at used cars, look at your budget first. Evaluate how much you can afford to spend not just on the car, but on such other essentials as:

- credit and finance charges;
- gasoline;
- regular maintenance and repair;
- insurance;
- registration, license fees, and sales and use taxes.

- 1. Credit and Finance Charges:** If you plan to buy a used car on credit, shop around for the best interest rate BEFORE you decide upon a car. Interest rates and finance charges vary widely among car dealers, banks, credit unions, and other lending institutions. Remember to also note the length of the payback period. Although a longer payback period may mean lower monthly payments, the longer the payback time, the more interest you'll end up paying.
- 2. Gasoline:** Gasoline prices have fluctuated significantly in recent years. When considering what type of vehicle to purchase, including consideration of the vehicle's fuel economy rating, be aware that gasoline prices could increase during the period you own the vehicle.
- 3. Regular Maintenance and Repair:** How long do you intend to keep the car and how often do you plan to use it? If you plan to use the car only occasionally, a used car with a higher-than-normal odometer reading may be a good buy.

Buying a Car

Don't forget to budget for routine oil changes, engine tune-ups, and other similar services. You may wish to consult independent consumer publications for reliability ratings.

- 4. Insurance:** No-fault car insurance is required by the State of Michigan in order to operate a car on Michigan roads. This insurance pays only for damage your car does to others' property and cars. The insurance also covers all reasonable and necessary medical expenses you incur as the result of a car accident.

YOU MUST PURCHASE NO-FAULT INSURANCE.
IF YOU DRIVE WITHOUT NO-FAULT COVERAGE
YOU MAY BE FINED OR LOSE YOUR LICENSE.

Optional collision and comprehensive coverages are available to cover damage to or theft of your car, which will increase insurance costs.

- 5. Tires:** Replacing old or worn tires can be expensive. For used cars, the condition of the tires can give you a good idea of how well the car has been maintained. Visible tire damage may indicate damage to the suspension system as well.
- 6. Registration, License Fees, and Sales and Use Taxes:** To transfer a license plate from another car at the time of the purchase of a privately sold car, bring your registration to a branch office of the Secretary of State. If new license plates are needed, the model year may affect the cost of the plates. The fees are based on the car's original list price unless it was made before 1984. In which case, it is based on the car's weight. Your local Secretary of State's branch office can give you more information. You will also have to pay 6 percent of the car's price as either sales tax or use tax. You pay this amount in sales tax if you bought the car from a dealer or in use tax to the Secretary of State's branch office if you purchased the car from an individual who is not a member of your immediate family.

WHERE TO BUY A USED CAR

- 1. New car dealers** usually have many late-model cars, service facilities, and established reputations. You may pay more for these "benefits." New car dealers must be licensed by the State of Michigan.
- 2. Independent used car dealers** offer competitive prices and are willing to accept trade-ins. Some of their used car models may be older and thus less expensive. You should ask if the dealer has service facilities available. Used car dealers must also be licensed by the State of Michigan.
- 3. Private sellers** usually offer lower prices than dealers and are more willing to bargain. You should note, however, that many will accept only cash.
- 4. Curbstoners** locally advertise cars for sale as if they were ordinary citizens. In fact, they are full-time sellers with no permanent address. They are unlicensed and unregulated. These individuals usually handle a number of cars at once and are often one step ahead of the law. If you buy from a curbstoner and then encounter problems with the car, you may be unable to find this person again in order to resolve your complaint. **DON'T BUY FROM CURBSTONERS!**

WARRANTIES AND SERVICE CONTRACTS

- 1. The warranty** is one of the first things you should ask about when buying a used car. If there is a warranty, ask which parts are covered, and which aren't. Although dealers aren't required to provide a warranty on all used cars, the Federal Trade Commission (FTC) does require that a sticker be placed on the car's window listing the length of any warranty and which parts are covered. If you're not satisfied with the warranty, ask for more coverage. Dealers are sometimes willing to give more coverage in order to make a sale. Remember, always get all promises in writing before you sign any purchase agreement. Be wary of any "50/50" or similar restricted warranties that require you to pay part of the costs of repairs. Unscrupulous dealers will inflate the costs of repairs so that they won't lose any money on the warranty. Some cars are sold "as is," meaning there is no warranty or guarantee and no seller responsibility or liability if something goes wrong. If the car falls apart right after you buy it, the seller may have no responsibility to repair it. **ASK FOR A WARRANTY WHENEVER POSSIBLE.**
- 2. A service contract or extended warranty** is an agreement for an additional charge paid by the consumer to cover the costs of repairs. It is often

for a specific period of time and covers only specific types of repairs. Depending upon the year and condition of the car, you may decide not to buy this sometimes costly service. Before you buy a service contract find out:

- How long does the contract last?
- What exactly is covered?
- Where can you get service (will other dealers honor the contract)?
- What happens to your contract if the dealer goes out of business?
- Can you renew or transfer the contract?
- Do you have to buy the service contract at the same time that you buy the car?

Remember to get all promises in writing! Have those promises signed by the manager of the dealership as the salesperson may not be authorized.

IS THE MILEAGE YOU SEE THE ACTUAL MILEAGE?

Each car has a gauge called an odometer that counts how many miles a car has been driven. Michigan and federal laws prohibit the rolling-back of this odometer to make a car more “salesworthy.”

To protect yourself from problems:

1. Ask to see the car’s odometer statement. It should be close to the car’s current mileage. Look for ink blots, erasure marks, and typeovers. If these are on the statement, the odometer reading has been changed.
2. Check the title for the previous owner’s name and address. Accept no excuses if the seller doesn’t have it. Be suspicious if the title is not the original, has been transferred from out-of-state, marked “duplicate,” or is for a former leased car. These cars are more likely to have had their actual mileage changed.
3. Contact the previous owner if you can to verify the mileage. If the dealer cannot provide you with a title so you can obtain the former owner’s name and address, shop elsewhere.
4. NEVER purchase a car before the seller gives you a completed odometer statement. If the dealer won’t give you this information, don’t buy.
5. Cars that are titled as “salvage,” “rebuilt,” “municipal,” “taxi,” “police,” or “driver’s ed” are generally worthless.

6. Check the car’s oil change stickers, service records, or warranty books that may reflect mileage. Be suspicious if the car shows low mileage and if the tires, brake pedal, and other items appear to have been recently replaced or show hard wear.
7. Look for scratches on the odometer or numbers that don’t line up on the gauge. An odometer with misaligned digits, or a loose fit, may have been tampered with.

WHEN TO BUY

Winter is often a good time to buy a used car because new car dealers often have plenty of trade-ins. Many used car dealers find that the cold months of the year bring a slow-down in business due to bad weather. NEVER buy a used car at night or in the rain. Darkness and rain can hide many critical problems in a car.

BUYING YOUR USED CAR

You can get a good idea of what a used car is worth by using the following online:

- <http://www.nadaguides.com>
- <http://www.kbb.com>
- <http://www.edmunds.com/used-cars-for-sale>

Get all verbal promises and statements in writing from the seller. If something goes wrong after the deal, a written document carries more legal weight than verbal promises.

If you should have problems with the process of buying a used car, contact the appropriate state agency listed below.

GENERAL INFORMATION

Office of the Attorney General
Consumer Protection Division, P.O. Box 30213
Lansing, MI 48909
Complaint Line: (517) 373-1140
An online complaint can be filed at: <https://secure.ag.state.mi.us/complaints/consumer.aspx>.

ODOMETER TAMPERING, REPAIRS, DEALERSHIP LICENSING, DEALER INFORMATION, AND WARRANTIES

Department of State
Office of Regulatory Monitoring
P.O. Box 30046, Lansing, MI 48909
Toll-Free: (888) 767-6424
An online complaint can be filed at: <https://services2.sos.state.mi.us/automotivecomplaint>.

LICENSE TRANSFER, FEES, AND TITLE

Your branch of Secretary of State's Office

INSURANCE

Department of Insurance and Financial Services
P.O. Box 30220, Lansing, MI 48909
(517) 373-0220
Toll-Free: (877) 999-6442

RECORDS OF PROBLEMS AND RECALLS

U.S. Department of Transportation
National Highway Traffic Safety
Administration
1200 New Jersey Avenue, SE, West Building
Washington, D.C. 20590
Toll-Free: (800) 424-9153

USED CAR CHECKLIST

Take along this checklist when you shop for a used car. Take your time and shop carefully. Don't be intimidated by high pressure salespeople or a private seller who wants to make a quick sale.

REMEMBER: Before signing any papers, test drive the car and have it inspected by an independent, qualified mechanic.

What to look for: the exterior

General appearance can give you a good idea of how well the former owner took care of the car. Look for dents, rust, repainted sections, and missing chrome and molding. Flaking paint and rust around the lower edge of the body could mean inside rusting as well. Different paint shades may mean the car has been in an accident.

- _____ Check the condition of all tires, including the spare. If the tires are not evenly worn, the car may be out of alignment or there may be suspension problems.
- _____ Make sure the car has a workable jack.
- _____ Make sure the doors, windows, trunk, and hood close tightly and lock easily. If they don't fit correctly, the car may have a bent frame.
- _____ Push down on each corner of the car. If it bounces up and down easily, the car may need new shock absorbers.

- _____ Check the keys to make sure they fit easily in the locks for the doors, gas tank, trunk, and glove compartment.
- _____ See if the radio antenna is missing or bent.
- _____ Look for signs of leaks such as upholstery stains and interior rust. If possible, run the car through a car wash to check for water leaks.
- _____ Check the front end. A sagging front end may indicate suspension problems.
- _____ Check beneath the car for oil, transmission, brake, or engine coolant leaks.

What to look for: the interior

Ask to see any service records the previous owner may have kept. Look in the glove compartment for old receipts that may give you an indication of how well the car was maintained.

- _____ Check the odometer and ask the dealer to see the odometer statement from the previous owner.
- _____ See if all the panel instruments work, including high and low beam headlights, heater, horn, windshield wipers, clock, radio, air conditioning, and blinkers.
- _____ Check for upholstery that's in good condition and matches the age of the car.

What to look for: under the hood

The services of a good, reputable mechanic are well worth the costs (usually up to \$60) for an independent inspection. Ask the mechanic to:

- _____ look for metallic sludge in the radiator fluid (this may mean patched-up radiator leaks);
- _____ check for burnt or rotting wires;
- _____ check the condition of the air filter (a damaged or missing air filter may mean potential engine problems);
- _____ look for worn or cracked radiator, power steering, and air conditioning hoses (hoses should be pliable and free of cracks);
- _____ inspect the battery for signs of corrosion (a near-dead battery may have loose or cracked terminals);
- _____ evaluate, in general, the car's cooling, electrical, suspension, and exhaust systems, as well as the brakes, transmission, and engine.

What to look for: during the test drive

A reputable seller will allow you to test drive the car so take time and drive on a variety of road surfaces and in different traffic conditions.

- _____ Does the engine start quickly and run smoothly? If it idles too fast or gives off blue smoke, it could have major problems.
- _____ Does the car click, grind, or rattle on any kind of surface? Listen with the windows both up and down.

- _____ Does the transmission pick up and shift smoothly when you accelerate? It shouldn't groan or howl and the selector lever should move easily.
- _____ Do the wheels drift to one direction when you drive in a straight line? If so, an alignment could be needed.
- _____ Do the brakes squeal or pull when you brake quickly? They could need new linings. The brake pedal should remain well above the floor and feel solid, not spongy.

CONSUMER CREDIT LOAN

Credit Repair Companies

WHAT THEY ARE

Credit Services Organizations (CSO), also called “Credit Repair Companies,” are businesses that offer to improve people’s credit or help people find credit. Their clients generally are people who have poor credit records (bankruptcy, late paying bills) or no credit record at all. CSOs may refer people to someone else for a loan or credit card. They may make inquiries to a credit bureau to question the accuracy of credit reports. The purpose of these services is to make it easier for people to get credit. These companies are regulated by state and federal law.

WHAT THEY CAN DO

- Refer their customers to someone else to get credit.
- Make inquiries to credit bureaus about their customers’ credit records and question the accuracy of information in their credit files (people can also do this for themselves).
- Give advice and assistance to their customers about getting credit or about their credit histories.
- Charge a fee for their service.

WHAT THEY CANNOT DO

Michigan law states that Credit Services Organizations cannot do any of these things:

- Charge money to refer their customers to retailers for the same credit terms the public can get.
- Mislead or defraud the public about their services and charges.
- Make false statements about customers’ credit or tell customers to do so.
- Require customers to give up their legal rights.

“Credit Repair Companies” have no magic formulas. If you have earned a bad credit history, no one can fix it overnight. Companies that promise otherwise are simply not telling the truth.

WHAT THEY MUST DO

Before any contract is signed, CSOs must give people a written notice that describes their right to look over their credit bureau files, their right to receive copies of these files, their right to dispute what is in the files, and about how much it will cost them to get copies of these files. This notice must also describe what services will be done and how much they will cost.

Contracts between CSOs and their customers must be in writing and must contain all of the following:

- Details of the customer’s right to cancel the contract.
- Total charges for the services.
- Terms and conditions of payment.
- A detailed description of the services to be done, any guarantees or promises of refunds, and the date by which services will be done.
- CSOs must give their customers a copy of the contract and anything else they sign at the time that they sign it.
- A CSO must cancel the customer’s contract and refund any payment if the customer mails a written notice of cancellation to the company within three days of signing the contract.

WHAT YOU SHOULD DO

- Think over your credit problem. Remember that people who rush into a decision without thinking often regret it.
- If more credit isn’t the answer to your credit problem – and it usually isn’t – get budget counseling or help with money management.
- These companies provide services that consumers can often do less expensively by themselves.
- Be wary of promises that sound “too good to be true.” They probably aren’t true.

WHAT THEY ARE NOT

CSOs are not debt management companies. Debt management companies work with people who are having trouble paying their bills (debtors). These companies plan and manage the finances of debtors. They arrange new payment agreements with those to whom the money is owed (creditors), collect money from the debtors, and make payments to their creditors. The purpose of these services is to help debtors get their bills under control and develop money management skills. CSOs and debt management companies have very different purposes.

PENALTIES FOR VIOLATIONS

A CSO that violates state law is guilty of a misdemeanor, punishable by up to 90 days in jail and/or a \$1,000 fine.

LEGAL REMEDIES

Violators are subject to various actions by the Attorney General. Buyers can recover actual damages, reasonable attorney fees, and court costs. Courts may also award punitive damages.

Consumer Credit

CHANGES IN CONSUMER CREDIT

The two most significant laws affecting charge accounts and credit cards in this state are the federal Truth in Lending Act and the Credit Card Accountability, Responsibility, and Disclosure Act, which was enacted in 2009 as an amendment to the Truth in Lending Act and the Michigan Retail Installment Sales Act. The federal law deals primarily with the credit cost information that the seller must tell you when credit is extended, while the Michigan law, among other things, establishes the maximum monthly finance rate and prohibits certain charge account contract provisions.

Among other things, the Retail Installment Sales Act prohibits a system known as the “previous balance” method. Under this system, the finance charge is calculated on the amount outstanding at the beginning of the billing cycle. The result is that the consumer is given no credit at all for payments made during the month. This failure to reduce the monthly finance charge by taking into account recent payments has been declared unlawful in the state of Michigan.

Michigan retailers now use a variety of alternative accounting systems, the most common being the “unpaid balance” method, under which the finance charge is calculated on the amount remaining unpaid at the end of the billing cycle.

Another method, known as the “average daily balance,” is coming into increasing use and has been the subject of intense interest on the part of many consumers. Some retailers have held this system to be a fairer representation of the amounts owed to the lender during the month than either the previous balance or unpaid balance systems.

How is the average daily balance calculated?

The average daily balance is precisely what it says – it is an average of the amounts you have owed to the seller on a day-to-day basis. Let’s examine what happens on any given day under this system.

The seller starts with the balance outstanding on the previous day, subtracts any payments received today, and the retailer charges for current purchases, adds the value of any purchases you have recently made. The result will give your unpaid balance for today.

The seller goes through the same process for each day in the billing cycle.

At the end of the month, all of these unpaid daily balances are added together and divided by the number of days in the present billing cycle. The resulting figure is your average daily balance. It is this figure to which is applied the monthly finance rate which can be quite a bit higher than other interest rates in order to determine your finance charge for the month.

Here is an example of a charge account under the average daily balance system, assuming that the retailer charges for current purchases. For compactness, we will be using a billing cycle period of one week instead of a month – the final figure will be the average daily balance for the week.

	Previous Day's Unpaid Balance	Payment	Purchase	Ending Unpaid Balance
June 1	\$100.00	—	—	\$100.00
June 2	100.00	—	—	100.00
June 3	100.00	\$50.00	—	50.00
June 4	50.00	—	—	50.00
June 5	50.00	—	—	50.00
June 6	50.00	—	\$25.00	75.00
June 7	75.00	—	—	75.00

**Total \$500.00 = \$71.43 Average Daily Balance
7 Days**

In this particular account, note that the average daily balance system would result in a lower finance charge than under either the previous method or the variety of the unpaid balance method that includes current purchases. In our example, the previous balance system would apply the monthly finance charge rate to the \$100.00 beginning balance; the unpaid balance system would compute the finance charge upon the \$75.00 ending balance; but under the average daily balance, the finance rate is applied only to the amount of \$71.43.

How to minimize your finance charges under the average daily balance

If the seller in question is one who includes current purchases in assessing the finance charge and if you cannot pay off the entire balance this month, it will be to your advantage to keep in mind

one simple rule. Pay early and buy late. In other words, make your monthly payment early in the billing cycle (as soon as possible after you receive the monthly statement). You should also make new purchases toward the end of the billing cycle; in this way the seller will have fewer days for which you can be assessed a finance charge upon the current purchases. Of course, if the seller does not charge for current purchases, you need not be concerned with the timing of these purchases. You may determine the closing date of your billing cycle by examining your monthly statement. The closing date is often indicated by the phrase "Your payment is due by . . . (date) . . ."

Unsolicited credit cards

In the late 1960s, many problems of fraud and loss were created by the indiscriminate mass mailing of some 40 million unsolicited bank credit cards. Partly in response to this, the federal Truth in Lending Act was amended to provide that credit cards from whatever source may now be issued only if the customer makes a written application for that card. This prohibition does not apply to a renewal card sent to replace an accepted credit card that has expired.

If you should lose a credit card

Upon the discovery of the loss or theft of any credit card, it is important that you immediately notify the credit card issuer. Also, if you have reason to believe that your card or card numbers are being used fraudulently, it may be to your advantage to telephone the issuer.

Many companies will immediately place your card number on a "hot list," and, if the card has not yet been used by the unauthorized person, release you from liability for the fraudulent purchases. Whether or not you make a telephone call to the company, it is advisable to send a written notification of the loss as soon as possible. You are not liable for any fraudulent purchases made after the credit card issuer has received oral or written notice of the loss or theft of the card.

In any event, federal law limits your liability for unauthorized credit card purchases made prior to notification of the issuer to \$50.00. This is, however, \$50.00 for each account so your loss can be substantial if you should lose several cards at one time. It is therefore strongly advisable that you keep a list of all your credit cards, together with their account numbers and name, address, and telephone of the issuer, and

you should periodically check your cards to make certain they are all accounted for.

Overextension of credit

All of us are familiar with the conveniences of charge account buying. Some people, however, have also discovered the pitfalls involved with an overextension of credit. Many have found themselves burdened with excessive debt and are faced with seemingly endless monthly payments on several different accounts. It would be beneficial to ask yourself how far your credit is already extended. Credit experts say that not more than 15 percent of your monthly after-tax income should be tied up in payments on charge accounts or installment purchases of household appliances.

Credit reporting agencies

If you have ever applied for credit or bought a product on a time installment plan, your name is probably listed with one or more credit-reporting agencies. These agencies provide information to retail and wholesale merchants regarding the bill-paying ability of credit-using consumers.

The information is usually compiled into a consumer report which deals primarily with a consumer's creditworthiness, character, general reputation, and style of living. This report is used to establish a consumer's eligibility for credit, insurance, or various types of employment.

Since these files hold a tremendous amount of personal information, it is essential that the data be accurate and kept up to date. In order to protect consumers, the federal Fair Credit Reporting Act requires consumer reporting agencies to supply only factual information to a creditor. However, the responsibility of maintaining accuracy lies with both the agency and, ultimately, with the consumer.

Examining your credit file

You have the right to a free copy of your credit report if you have been denied credit or experienced some other type of adverse action. You can request a copy of your report for up to 60 days after receiving notice of the adverse action against you. After examining the file, you may dispute any information you believe is incorrect. The reporting agency must reinvestigate and then remove the information from the file if it is inaccurate or cannot be verified.

Consumer Credit

If the reinvestigation does not resolve the problem, you should file a brief statement with the agency outlining your position. The agency must include your statement in any new report. If any information in your file is either disputed or inaccurate, you may request the corrected file be furnished to anyone who has, within the last six months, requested a report for any other reason. In other words, you have the opportunity to “clear your record” of misinformation given to others.

Even if you have not been denied credit, you have the right to receive one free credit report per year. You are legally entitled to review your credit file more often than once a year; however, the consumer reporting agency may charge you a reasonable fee for the information. Additional information is available through the Consumer Financial Protection Bureau at: <http://www.consumerfinance.gov/credit-cards/>.

CONSUMER SALES

Mail Order Shopping

Mail order shopping is a major source of consumer complaints nationally. Catalogs from around the country appear in mail boxes throughout the year offering all kinds of merchandise. Consumers who plan to shop by mail should watch out for fraudulent mail order companies.

BEFORE YOU ORDER

- Read the catalog or the advertisement carefully.
- Make sure important facts about the product are included in the advertisement. Don't rely on just the picture – check for specific information about weight, dimensions, and colors.
- Find a description of company history.
- Look for a guarantee or warranty and the specified time it should take to receive the product.
- You may want to check with the Consumer Protection Division of the Attorney General's Office to see if there are any complaints registered against the firm. Contact the Consumer Protection Division, P.O. Box 30213, Lansing, MI 48909, (517) 373-1140 or toll-free (877) 765-8388.

TAKE EXTRA PRECAUTION

- Be wary of mail order firms which give only a post office box number instead of a street address.
- When ordering a gift to be sent to the address of a friend or relative, check on delivery. If, after a reasonable amount of time, the person receiving the gift doesn't acknowledge receipt, contact the company.
- Always photocopy the order blank and the check or money order and record the name and address of the firm, as well as the order number of the item.
- Never send cash through the mail.

WHEN CAN I EXPECT TO RECEIVE MY ORDER?

- According to Federal Trade Commission rules, a mail order firm must ship an item within 30 days from the time it receives the order or within the time stated in the advertisement ("allow six to eight weeks for delivery" in most cases).

- If the company doesn't send the item in that time, it must give the consumer the opportunity to cancel the order without charge.

WHAT ARE MY RIGHTS TO CANCEL AN ORDER?

- If the company notifies you of a shipping delay of 30 days or less and you don't respond to the notice, it is assumed you agree to the delay.
- If the shipping delay will be more than 30 days, the consumer must give expressed written consent to the delay.
- If the revised shipping date is missed, the consumer has a continuing right to cancel.

IF I CANCEL, WHEN CAN I EXPECT A REFUND?

- A refund must arrive within seven business days of cancellation.
- The company must adjust the consumer's account within one billing cycle if the purchase was made by credit.

These rules do not apply to the following orders:

- magazine and serial shipments, except for the initial delivery;
- C.O.D. orders;
- merchandise ordered by phone;
- mail order seeds and plants;
- "negative option" plans such as book clubs where a lack of consumer action results in automatic delivery of the product;
- mail order photo finishing; and
- credit orders where the account is not billed until the item is shipped.

IF A PROBLEM OCCURS

- Contact the merchant, your credit card company, or the regional postal inspector whose name and

Mail Order Shopping

address can be obtained from the local post office and the Attorney General's Consumer Protection Division.

- Contact the Federal Trade Commission at www.ftc.gov and file a complaint. This agency does not resolve individual consumer complaints but tracks complaints and can determine if a certain business has a pattern of bad conduct.

GIFT CARDS

Since 2006 gift cards have remained the most requested holiday item, according to studies conducted by the National Retail Federation.

In light of this demand, entities ranging from retailers to merchants and banks offer gift cards for sale. With gift cards, the purchaser puts a stored amount of money on the card then gives it to the gift recipient to use at his or her leisure.

Gift cards come in two varieties: merchant-issued gift cards and bank-issued gift cards.

A merchant-issued gift card comes from a retailer. The purchaser buys the card from a retailer and then the recipient can redeem the card with that merchant. The merchant must disclose any applicable fees, charges, expiration dates, and other restrictions.

A bank-issued gift card is issued by a bank and usually has a credit card identifier on it. Bank-issued cards can be used at any merchant or retailer that authorizes transactions from that credit card network. Banks must disclose fees, charges, expiration dates, and other restrictions to consumers who purchase these gift cards.

KNOW YOUR RIGHTS

Expiration dates

Most gift cards issued by merchants cannot expire within five years of purchase. However, a merchant can refuse to accept a gift card issued more than five years ago, if the terms and conditions were clearly and conspicuously disclosed and one condition was an expiration date of at least five years from the date of issuance.

Cards purchased before August 22, 2010

Banks that issue gift cards before August 22, 2010 can expire in less than five years. After August 22, 2010, these gift cards must be honored for up to five years following their issue date.

Tips

1. Ask if the gift card is a merchant-issued card or a bank-issued card.
2. Ask about expiration dates or other terms and conditions tied to the card.
3. Shop around and make sure you are getting the best deal.
4. Avoid purchasing gift cards from merchants that have filed for bankruptcy.
5. Look for purchase or use restrictions.
6. Look for an expiration date.
7. Ask if there are any fees tied to the card.
8. Ask if there is a replacement policy for lost or stolen cards.
9. Ask for an extra receipt.

Michigan law prohibits merchants from doing the following with merchant-issued gift cards:

1. Refusing to accept a gift card or gift certificate for personal, family, or household use unless the gift card has an expiration date that is more than five years from the date of purchase, and the gift card is presented after the expiration date;
2. Changing the terms and conditions of a gift card after the time of purchase;
3. Failing to disclose terms and conditions of a gift card;
4. Refusing to apply the value of a gift card or gift certificate to the purchase price of goods or services, if the value of the gift card or gift certificate is less than the purchase price of the good or service; and
5. Charging an inactivity or other service fee and deducting it from the value of the gift certificate.

These restrictions do not apply to bank-issued gift cards.

After August 22, 2010, financial institutions cannot charge inactivity or service fees on gift cards issued within a year of purchase. After a year passes, the institution can charge fees but no more than one penalty per month.

File a complaint

If you feel your rights have been violated contact the Attorney General's Consumer Protection Division at:
Consumer Protection Division
P.O. Box 30213, Lansing, MI 48909
(517) 373-1140 or Toll-Free: (877) 765-8388
Fax: (517) 241-3771
Online complaint forms are available at
<http://www.mi.gov/ag/0,4534,7-164-17331---,00.html>.

Unwanted Phone Solicitations



Tired of salespeople who call at dinner time? Of unsolicited pitches for everything from storm windows to coupon books? Take heart. Thanks to state law and federal rules, you CAN limit these calls.

First, you need to know what's legal and what's not. Phone solicitors, even those who use prerecorded messages, must:

- Call you only between 8:00 a.m. and 9:00 p.m.
- Call you only if they have "established business relationships" with you, although the definition of such a relationship is so broad it would be difficult to prove that one didn't exist. Businesses may also contact you if they fall into one of the groups exempt from the list.
- Identify themselves and give you addresses or phone numbers at which they can be reached.
- Put you on their "do-not-call" list, if you ask them to.

WHAT'S THE BEST WAY TO DEAL WITH AN UNSOLICITED CALL?

Follow these steps if you do not want to be called again:

1. Tell the caller to put you on the "do-not-call" list. Most computer messages are voice responsive, so you can do this even with a prerecorded message.
2. If an address is given as identification by the caller, send a letter to that address, stating you wish to not be called again. Send copies to the Michigan Attorney General's office and the Better Business Bureau.
3. If calls from the same organization continue, or if any call violates the provisions listed above, file a complaint with the Michigan Attorney General's office or the Federal Communications Commission.

Simply write a letter that includes the name, address, and phone number of the organization placing the calls, the date you asked to be placed on their "do-not-call" list, and the dates and times you received the calls. You can also sue the organization to recover actual damages or \$250, whichever is greater, and reasonable attorney fees.

Finally, you can try to fend off unwanted calls by putting your name on the nationwide "do-not-call" list of the Direct Marketing Association, which sends the list to member companies. Include all variations of your name that have appeared on mailing lists. Send this information to Telephone Preference Service, Direct Marketing Association, P.O. Box 9008, Farmingdale, NY 11735. This step won't eliminate all unwanted calls because companies are not bound to use the list, but it should help.

The National Do Not Call Registry is managed by the Federal Trade Commission (FTC). It is enforced by the FTC, the Federal Communications Commission (FCC), and state law enforcement officials.

The National Do Not Call Registry allows you to register your home or mobile phone number for free over the Internet if you have an e-mail address at www.donotcall.gov or, if you do not have an e-mail address, you can register toll-free by phone (1-888-382-1222).

If your number has been on the National Do Not Call Registry for at least 31 days (starting January 1, 2005) and you receive a call from a telemarketer that you believe is covered by the National Do Not Call Registry, you can file a complaint at the registry's Web site. To file a complaint, you must know either the name or telephone number of the company that called you and the date the company called you.

IMPORTANT NUMBERS

Michigan Public Service Commission
Toll-Free: (800) 292-9555

Michigan Attorney General's Office
Consumer Protection Division
P.O. Box 30213, Lansing, MI 48909
(517) 373-1140 or Toll-Free: (877) 765-8388

Information Complaints and Public Inquiries Branch
Common Carrier Bureau
Federal Communications Commission
esupport.fcc.gov/complaints.htm

Contracts and Warranties

READ AND UNDERSTAND ANY AND EVERY PAPER BEFORE YOU SIGN IT

You will be legally bound by the terms of a written contract, not by the glowing words of the salesperson. Never sign a contract where the blank spaces are not filled in. Keep a copy of the agreement. If, after reading, you still do not understand all provisions of the agreement, consult an attorney.

Questions to ask yourself:

1. Is the guarantee specific?
2. Are all blank spaces filled in?
3. Are all charges itemized?
4. Do you have a copy of the contract?
5. Are all promises in writing?

Be sure the contract includes these things in writing:

- exactly what you are buying;
- the exact price of the item;
- any extra charges (such as for installation or shipping);
- the down payment or the trade-in allowance;
- the total amount due;
- the interest rate or service charges expressed IN DOLLARS;
- the interest rate or service charge expressed IN PERCENTAGE (ask for the “annual percentage rate”);
- the number, amount, and due dates of the payments;
- ALL PROMISES made by the salesperson;
- the seller’s promises for repairs, service, or replacement; and
- the date(s) of delivery of the goods or services.

Ask what happens if you miss a payment. Will there be late charges? Will the entire balance be demanded? Will the seller automatically repossess the item? What are your rights if the company breaches its obligations?

Ask what happens if you pay ahead. Is there an added charge? Will the interest already paid be refunded? Completely? Is this in writing?

Make sure all the blanks are filled in. NEVER sign a contract with blank spaces. If the blank does not apply, draw a line in it. BE SURE TO GET A COPY OF THE CONTRACT WHEN YOU SIGN.

WATCH FOR THESE CREDIT CONTRACT PROBLEMS

Credit can cost a lot more money than needed. Always read your credit contracts and follow these guidelines for avoiding credit contract problems.

1. Never sign any credit contract with empty blanks. Unused blanks must be filled with 0, *, — or X.
2. Never sign a substitute contract if a salesperson calls you back and tells you the first contract was lost, damaged, or filled out wrong. If this happens, call your attorney or legal aid before you sign another contract. This is called a “roll back.”
3. Never sign a stack of papers put before you without reading each one. One of them may be a credit contract. Also, you may be asked to sign a sales ticket or invoice that is really a credit contract.
4. Sign a contract only when you are sure that you can meet the payments.

PRODUCT WARRANTIES

Read any warranty or guarantee closely. If the product or service has no warranty or guarantee, or a very limited one, perhaps you should shop further. Note what is covered by the warranty or guarantee and remember that a warranty is only as good as the reputation of the person or company that stands behind it. Read the small print. “As is” means no warranty.

What are my warranty rights?

Most reputable products and all new cars are sold with written warranties. Under federal law (the Magnuson-Moss Warranty Act) these warranties must be labeled as either “full” or “limited” warranties. Violations should be reported to:

Federal Trade Commission
www.ftccomplaintassistant.gov

Full warranties

The federal Magnuson-Moss Warranty Act specifies what must be provided by a “full” warranty:

- A defective product will be fixed (or replaced) without charge. This includes removal and installation.
- A product will be fixed within a reasonable time after a consumer complaint.

- A consumer will not have to do anything unreasonable to obtain warranty service.
- The warranty is good for anyone who owns the product during the warranty period.
- If the product can't be fixed (or hasn't been after a reasonable number of attempts), a consumer has the choice of obtaining a new product or a full refund.

IMPORTANT: A full warranty may cover only one component or system of an automobile.

Limited warranties

Unfortunately, most automobile warranties are "limited." Thus, while consumer rights are protected, one must rely on the Magnuson-Moss Warranty Act and the Uniform Commercial Code. "Limited" warranties may provide the following:

- It may cover only parts; not labor.
- The warranty may allow only a prorated refund or credit.
- It may cover only the first purchaser.
- The warranty may allow a charge for handling.

Implied warranties

Implied warranties are rights covered by state law and come automatically with every sale – even though

they are not written. For the state of Michigan (unless an implied warranty is excluded or modified), a common implied warranty is the "warranty of merchantability." This means that the seller promises that the product an individual buys is fit for the reasonably foreseeable uses of the product.

Another implied warranty is the "warranty of fitness for a particular purpose." If an individual buys a product relying on the seller's advice that it can be used for a special purpose, then this advice may create a warranty.

Extended warranties

The Uniform Commercial Code, 1962 PA 174, provides for the automatic extension of a warranty period when goods and products are in for repair. For a warranty extension, the product must be in for repair for more than ten days or 10 percent of the number of days provided in the warranty. The calculation of these days by which a warranty period shall be extended begins with the date the consumer notified the merchant, in writing, that the product had failed. Consumers should keep all claim checks, receipts, and work orders in case there is a need to prove that the auto was in for repair.

Cyber-Safety

Shopping online can be a practical, economical and easy way to buy what you need. It's important to protect your money and your personal information. These simple Cyber-Safety steps can help.

INVESTIGATE THE SELLER

- Be sure the Web site provides the seller's information, including name, mailing address (not just a P.O. Box) and a telephone number.
- Confirm what you are purchasing based on the description and photographs.
- Understand all the costs, including price, shipping and taxes, as well as delivery time and the return policy.

CHECK THE SITE'S SECURITY AND PRIVACY POLICY

- Do business only with companies that use secure server technology, which works with your Web browser to scramble your personal information as it travels over the Internet.
- On a secure site, the "http" in the address bar will change to "https" or "shttp" on the page where you are asked to type in payment information. Another indicator of a secure site is an image of a closed lock at the bottom of your screen.
- Understand the seller's policy on using your personal information, and exercise your right to "opt out" if you don't want your information passed on to others.

CHOOSE A PASSWORD CAREFULLY

- Use a different password than that of your e-mail account or any other secure login.
- Make sure your password is an unpredictable combination of numbers, symbols and letters.
- Never use part of your Social Security number in a password.
- Don't give your password to anyone, even if they claim to be contacting you on behalf of the seller.

PAY BY CREDIT CARD

- Credit cards are the safest and fastest way to pay for online purchases.
- Using one credit card for all online purchases may make it easier to track the source of any security breach and limit the number of credit card companies you have to contact if fraudulent charges show up.
- Credit card companies usually don't hold customers responsible for fraudulent charges.

KEEP RECORDS AND RECEIPTS

- Always print and retain a copy of your order, including your confirmation number and payment information.
- Keep a written record of shipping and handling charges as well as the cost of the item(s).
- Be sure to keep a copy of all documentation regarding the transaction, such as packing slips, receipts and e-mails.

IF A PROBLEM OCCURS

- Contact the seller and try to settle the problem. If that doesn't work, contact your credit card company and request a "charge back."
- File a complaint with the Attorney General's Consumer Protection Division. Write to P.O. Box 30213, Lansing, MI 48909; call (877) 765-8388; or visit www.michigan.gov/ag.
- Notify the Federal Trade Commission www.ftc.gov.



Agency Directory

Where to Go for Help

AGENCIES SERVING THE STATE OF MICHIGAN

Office of Services to the Aging

P.O. Box 3067
Lansing, MI 48909 (517) 373-8230

Department of Agriculture and Rural Development

P.O. Box 30017
Lansing, MI 48909 1-800-292-3939

Department of Attorney General

G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
P.O. Box 30212
Lansing, MI 48913 (517) 373-1110

Department of Civil Rights

Detroit Executive Office
3054 W. Grand Boulevard
Cadillac Place, Suite 3-600
Detroit, MI 48202 (313) 456-3700

Lansing Executive Office

Capitol Tower Building
110 W. Michigan Avenue, Suite 800
Lansing, MI 48933 (517) 335-3165

Department of Community Health

Capitol View Building
201 Townsend Street
Lansing, MI 48913 (517) 373-3740

Department of Corrections

206 E. Michigan Avenue, Grandview Plaza
P.O. Box 30003
Lansing, MI 48909 (517) 335-1426

Michigan Economic Development Corporation

Lansing Office
300 N. Washington Square
Lansing, MI 48913 1-888-522-0103

Detroit Office

MEDC Cadillac Place
3022 West Grand Boulevard, Suite 14-450
Detroit, MI 48202

Department of Education

John A. Hannah Building
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909 (517) 373-3324

Department of Human Services

2355 S. Grand Avenue
P.O. Box 30037
Lansing, MI 48909 (517) 373-2035

Department of Licensing and Regulatory Affairs

P.O. Box 30004
Lansing, MI 48909 (517) 373-1820

Department of Military and Veterans Affairs

3411 N. Martin Luther King Blvd.
Lansing, MI 48906 (517) 481-8140

Michigan Veterans Affairs Agency

222 N. Washington Square, 5th Floor
Lansing, MI 48933
P.O. Box 30104
Lansing, MI 48909 (517) 284-5298

Department of Natural Resources

P.O. Box 30028
Lansing, MI 48909 (517) 373-7917

Department of State

Richard H. Austin Building, 4th Floor
430 W. Allegan Street
Lansing, MI 48918 (517) 322-1460

Department of State Police

333 S. Grand Avenue
P.O. Box 30634
Lansing, MI 48909 (517) 332-2521

Department of Transportation

425 W. Ottawa Street
P.O. Box 30050
Lansing, MI 48909 (517) 373-2090

Department of Treasury

430 W. Allegan Street
Lansing, MI 48922 (517) 373-3200

Michigan Civil Service Commission

Capitol Commons Center
400 South Pine
Lansing, MI 48913 1-800-788-1766

Directory

Michigan Lottery

101 E. Hillsdale
P.O. Box 30023
Lansing, MI 48909 (517) 335-5600

Secretary of State Office

Executive Office

Treasury Building, 1st Floor
430 W. Allegan Street
Lansing, MI 48918-9900 (517) 373-2510

Supreme Court

G. Mennen Williams Building, 2nd Floor
525 W. Ottawa
P.O. Box 30052
Lansing, MI 48909 (517) 373-0120

FEDERAL AGENCIES

Aviation Consumer Protection Division

U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, DC 20590 (202) 366-2220
E-Mail airconsumer@ost.dot.gov
(*Airline service complaints*)

Bureau of Consumer Protection

Federal Trade Commission (*general listing*)
601 New Jersey Avenue, N.W.
Washington, DC 20001 1-877-382-4357
Publications (202) 326-2222
TTY (202) 326-2507
(*Clothes merchandising, door-to-door sales, interest, unfair trade practices*)

Consumer Product Safety Commission

4330 East West Highway
Bethesda, MD 20814 1-800-638-2772
(*Household products*)

Department of Agriculture

Midwest Region
2820 Walton Commons West, Suite 123
Madison, WI 57318
Meat and Poultry Hotline 1-800-674-6854
Web Site www.fsis.usda.gov

Department of Veterans' Affairs

810 Vermont Avenue, N.W.
Washington, DC 20420 1-800-827-1000
Web Site www.va.gov

Environmental Protection Agency

USEPA Region 5
77 W. Jackson Boulevard
Chicago, IL 60604 (312) 353-2000
or 1-800-621-8431

Fair Housing and Equal Opportunity Office

Department of Housing and Urban Development
5100 HUD Building
451 7th Street, S.W.
Washington, DC 20410 (202) 708-1112
Chicago Regional Office 1-800-765-9372
(*Businesses, civil rights, construction and building, housing*)

Federal Communications Commission

445 12th Street, S.W.
Washington, DC 20544 1-888-CALL-FCC
1-888-225-5322
(*Radio, telegraph, telephone, television*)

Federal Trade Commission

(Regional Office)

1111 Superior Avenue, Suite 200
Cleveland, OH 44114 1-800-382-4357

Food and Drug Administration

Detroit District Office
300 River Place, Suite 5900
Detroit, MI 48207 (313) 393-8100
National Office 1-888-INFO-FDA
1-888-463-6332

National Highway Traffic

Safety Administration

Department of Transportation
Office of Defect Investigation
400 7th Street, S.W.
Washington, DC 20590-0001
Auto Safety Hotline Toll-Free 1-888-327-4236

Office of Consumer Affairs

Federal Maritime Commission
800 N. Capitol Street, N.W.
Washington, DC 20573 (202) 523-5807
(*Travel, cruises, ships*)

Securities and Exchange Commission

Regional Director
 175 W. Jackson Boulevard, Suite 900
 Chicago, IL 60604 (312) 353-7390
 E-Mail..... chicago@sec.gov
(Stocks, bonds, public information)

Social Security Administration

1-800-772-1213
 Local Office Information:
<https://secure.ssa.gov/ICON/main.jsp>

U.S. Commission on Civil Rights

1331 Pennsylvania Avenue, N.W., Suite 1150
 Washington, DC 20425 (202) 376-7700
(Civil rights, racial discrimination)

U.S. Consumer Product Safety Commission

Office of Information & Public Affairs
 Washington, DC 20207 1-800-638-2772
(Product safety, toys)

U.S. Postal Inspector in Michigan

P.O. Box 330119
 Detroit, MI 48232-3201 1-877-876-2455

TOLL-FREE HOTLINES

MDCH AIDS Hotline..... 1-800-872-2437
 TDD 1-800-332-0849

Arson Control Tip Line..... 1-800-442-7766

Auto Regulation

Consumer Complaints..... 1-800-292-4204

Blind, Services for..... 1-800-292-4200

Bureau of History (517) 373-1650

Children's Special Health Care

Services 1-800-359-3722

Client Assistance Program 1-800-288-5923

Complaint Intake and Jurisdiction

(Civil Rights)..... 1-800-482-3604

Department of Insurance and

Financial Services..... 1-877-999-6442

Disability Determination Service

Detroit..... 1-800-383-7155
 Kalamazoo 1-800-829-7763
 Lansing..... 1-800-366-3404
 Traverse City..... 1-800-632-1097

Employee Service Program (Civil Service)

Detroit..... (313) 456-4020
 Lansing..... 1-800-521-1377

Environmental Assistance Center 1-800-662-9278

Help Eliminate Auto Theft..... 1-800-242-4328

Home Heating Assistance..... 1-800-275-6424

Library for the Blind and

Physically Handicapped 1-800-992-9012
 Fax..... 1-800-726-7323

Medicaid Client Assistance 1-800-642-3195

Medicaid Provider Assistance..... 1-800-292-2550

MET Toll-Free Hotline..... 1-800-638-4543

Michigan Film Office 1-800-477-3456

Michigan Guaranty Agency and Student

Financial Services..... 1-800-642-5626

Michigan Rehabilitation Service..... 1-800-605-6722

Michigan School for the Deaf..... 1-800-622-6730

Michigan Unemployment Insurance Agency

Fraud Hotline..... 1-800-822-1122

MIOSHA Hotline

(Health and Safety Division) 1-800-866-4674

MI Tobacco Cessation Hotline..... 1-800-784-8669

Motor Fuel Quality Complaint

Hotline 1-800-632-3835

Municipal Employees Retirement

Information 1-800-767-6377

Directory

Patient Abuse and Health Care Fraud	
Hotline	1-800-242-2873
Patient Rights (Mental Health)	1-800-854-9090
Pollution Emergency Alerting System	
.....	1-800-292-4706
Public Safety Organization Information	
(Attorney General)	1-800-769-4515
Public Service Commission	
Customer Complaints	1-800-292-9555
Radon Gas Hotline	1-800-723-6642
Report All Poaching (RAP)	1-800-292-7800
Sexual Harassment (Corrections)	1-800-326-4537
Shelter Hotline	1-800-274-3583
State Income Tax Information	
General.....	(517) 636-4486
State Police	
(Emergencies Only)	1-800-525-5555
Toxic and Health Hotline	1-800-648-6942
Transportation Department	1-800-654-8787
Travel Bureau	1-888-784-7328
Tuition Incentive Program	1-888-4-GRANTS 1-888-447-2687
Underground Storage Tank, Information	
Reporting Network.....	1-800-292-4706
Unemployment Insurance Agency (UIA)	
Customer Service Office	
Employers.....	1-800-484-2636
Claimants.....	1-866-500-0017
Welfare Fraud Hotline	1-800-222-8558
WIC Fraud/Abuse Hotline	1-800-225-5942
WIC Help Line	1-800-225-5942

SELECTED FEDERAL TOLL-FREE HOTLINES

Auto Safety	1-800-327-4236
Conservation and Renewable Energy Inquiry and Referral Service	1-877-337-3463
Consumer Product Safety Commission Hotline	1-800-638-2772
Federal Aviation Administration Safety Hotline	1-866-835-5322
Federal Deposit Insurance Corporation	1-877-275-3342
Federal Toll-Free Number Information	1-888-225-5322
Flood Insurance Hotline	1-800-611-6122
Housing Discrimination	1-800-669-9777
Internal Revenue Service	
Refund.....	1-800-829-1954
General.....	1-800-829-1040
Meat and Poultry Hotline	1-800-674-6854
Medicare Hotline	1-800-633-4227 1-800-MEDICARE
National Cancer Institute Cancer Hotline	1-800-422-6237
National Health Information Center (Health and Human Services).....	1-800-336-4797
Oil and Chemical Spills Hotline	1-800-424-8802

OTHER CONSUMER ACTION NUMBERS

Alger-Marquette Community Action Board (AMCAB)

1125 Commerce Drive
Marquette, MI 49855 (906) 228-6522
Fax..... (888) 906-7488
Counties covered: Alger/Marquette

Allegan County Resource Development Committee, Inc.

323 Water Street
Allegan, MI 49010..... (269) 673-5472
Fax..... (269) 673-3795
County covered: Allegan

Attorney Grievance Commission

Buhl Building
535 Griswold, Suite 1700
Detroit, MI 48226..... (313) 961-6585

Baraga-Houghton-Keweenaw Community Action Agency, Inc.

926 Dodge Street
Houghton, MI 49931..... (906) 482-5528
Fax (906) 482-5512
Counties covered: Baraga/Houghton/Keweenaw

Better Business Bureau

26777 Central Park Boulevard, Suite 100
Southfield, MI 48076 (248) 223-9400
1-800-955-5100

Capital Area Community Services, Inc.

1301 Rensen Street
Lansing, MI 48910 (517) 393-7077
Counties covered: Clinton/Eaton/Ingham/Shiawassee

Chippewa/Luce/Mackinac Community Action Human Resource Authority, Inc.

524 Ashmun
Sault Ste. Marie, MI 49783 (906) 632-3363
Counties covered: Chippewa/Luce/Mackinac

Chrysler Corporation Customer Satisfaction Arbitration Board

P.O. Box 21-8004
Auburn Hills, MI 48321

Chrysler National Customer Service
..... 1-800-247-9753

Community Action Agency (CAA) Centers

Statewide CAP Association
2173 Commons Parkway
Okemos, MI 48864 (517) 321-7500

Community Action Agency of Jackson, Lenawee, and Hillsdale

1214 Greenwood
P.O. Box 1107
Jackson, MI 49204 (517) 784-4800
Fax (517) 784-5188
Counties covered: Jackson/Hillsdale/Lenawee

Community Action Agency of South Central Michigan

175 Main Street
P.O. Box 1026
Battle Creek, MI 49016 1-877-422-2726
Counties covered: Calhoun/Barry/Branch/St. Joseph

Detroit Consumer Affairs

18100 Meyers Road
Detroit, MI 48235..... (313) 224-6995

Dickinson-Iron Community Service Agency

800 Crystal Lake Boulevard, Suite 104
Iron Mountain, MI 49801 (906) 774-2256
Fax..... (906) 774-2257
Counties covered: Dickinson/Iron

Economic Opportunity Committee of St. Clair County, Inc.

3021 24th Street
Port Huron, MI 48060 (810) 987-3116
County covered: St. Clair

EIGHTCAP, Inc.

904 Oak Drive
Greenville, MI 48838..... (616) 754-9315
Counties covered: Isabella/Ionia/Gratiot/Montcalm

Fair Housing Center of Metro Detroit

220 Bagley Avenue, #1020
Detroit, MI 48226..... (313) 963-1274

Federal Aviation Administration

800 Independence Avenue, S.W.
Washington, DC 20591 1-800-322-7873

Ford Consumer Appeals Board

P.O. Box 5120
Southfield, MI 48086-5120 1-800-392-3673
(Ford/Lincoln-Mercury)

Directory

General Motors Customer Assistance

Chevrolet.....	1-800-222-1020
Pontiac	1-800-762-2737
Oldsmobile.....	1-800-442-6537
Buick.....	1-800-521-7300
Cadillac	1-800-458-8006
GMC Truck.....	1-800-462-8782
Saturn.....	1-800-553-6000

Genesee County Community Action Agency

601 N. Saginaw Street, Suite 1B
Flint, MI 48502..... (810) 232-2185
Fax..... (810) 768-4667
County covered: Genesee

Gogebic-Ontonagon County Community Action Agency

100 S. Mill Street
Bessemer, MI 49911..... (906) 667-0283
Counties covered: Gogebic/Ontonagon

Greenpath Debt Solutions

36500 Corporate Drive
Farmington Hills, MI 48331..... 1-866-476-7284

Hazardous Waste Superfund..... 1-800-424-9346

Human Development Commission

429 Montague
Caro, MI 48723..... (989) 673-4121
Counties covered: Tuscola/Huron/Sanilac/Lapeer

Internal Revenue Service

Customer Service National Office
1111 Constitution Avenue, N.W.
Washington, DC 20224..... 1-800-829-1040

Inter-Tribal Council of Michigan, Inc.

2956 Ashmun Street
Sault St. Marie, MI 49783..... (906) 632-6896
Toll-Free..... 1-800-562-4957
Fax..... (906) 632-1810

Counties covered: Seven Indian reservations located in Baraga/Chippewa/Gogebic/Isabella/Leelanau/Menominee

Kalamazoo County Human Services Department

3299 Gull Road
Kalamazoo, MI 49048..... (269) 373-5200
County covered: Kalamazoo

Lawyer Referral Service

State Bar of Michigan
306 Townsend Street
Lansing, MI 48933..... 1-800-968-0738

Legal Hotline for Older Michigianians

3815 West St. Joseph, Suite C-200
Lansing, MI 48917..... 1-800-347-5297

Macomb County Community Services Agency

VerKuilen Building
21885 Dunham Road, Suite 10
Clinton Township, MI 48036..... (586) 469-6999
Fax..... (586) 469-5530
County covered: Macomb

Menominee-Delta-Schoolcraft Community Action Agency and Human Resources Authority

507 First Avenue North
Escanaba, MI 49829..... (906) 786-7080
Counties covered: Menominee/Delta/Schoolcraft

Michigan Legal Services

Michigan Building, Suite 900
220 Bagley Avenue
Detroit, MI 48226..... (313) 964-4130

Michigan Long-Term Care

Ombudsman Program..... 1-866-485-9393

Mid-Michigan Community Action Agency

1574 E. Washington Road
P.O. Box 768
Farwell, MI 48622..... (989) 386-3805
Fax..... (989) 386-3277
Counties covered: Osceola/Clare/Mecosta/
Gladwin/Bay/Midland

Monroe County Opportunity Program

1140 S. Telegraph Road
Monroe, MI 48162..... (734) 241-2775
Fax..... (734) 457-0630
County covered: Monroe

Muskegon-Oceana Community Action Partnership

1170 W. Southern Avenue
Muskegon, MI 49421..... (231) 725-9499
Fax..... (231) 722-1959
Counties covered: Muskegon/Oceana

Northeast Michigan Community Service Agency

2375 Gordon Road
Alpena, MI 49707..... (989) 356-3474
Counties covered: Presque Isle/Montmorency/
Alpena/Alcona/Cheboygan/Oscoda/Ogemaw/
Iosco/Arenac/Otsego/Crawford

Northwest Michigan Community Action Agency

3963 Three Mile Road North
Traverse City, MI 49686 (231) 947-3780
Counties covered: Leelanau/Antrim/Benzie/
Grand Traverse/Kalkaska/Missaukee/Roscommon/
Charlevoix/Emmet/Wexford

Oakland-Livingston Human Service Agency

196 Cesar Chavez Avenue, 2nd Floor
P.O. Box 430598
Pontiac, MI 48343-0598..... (248) 209-2600
Fax..... (248) 209-2645
Counties covered: Oakland/Livingston

Ottawa County Community Action Agency

12251 James Street, Suite 300
Holland, MI 49424..... 1-800-764-4111, Ext. 4433
or..... (616) 393-4433
County covered: Ottawa

Saginaw County Community Action Agency

2824 Perkins Street
Saginaw, MI 48601 (989) 753-7741
County covered: Saginaw

SW MI Community Action Agency

185 E. Main, Suite 303
Benton Harbor, MI 49022..... (269) 925-9077
Toll-Free 1-800-334-7670
County covered: Berrien

U.S. Coast Guard

2100 2nd Street, S.W.
Washington, DC 20593-0001
Office of Public Affairs..... (202) 372-4620

U.S. Department of Labor

211 W. Fort, Suite 1310
Detroit, MI 48226..... (313) 442-3360

U.S. Small Business Administration

515 McNamara Building
477 Michigan Avenue
Detroit, MI 48226..... (313) 226-6075

Washtenaw County Community Health

555 Towner
P.O. Box 915
Ypsilanti, MI 48197 (734) 544-3000
County covered: Washtenaw

Wayne Metropolitan Community Action Agency

2121 Biddle Avenue, Suite 102
Wyandotte, MI 48192 (734) 284-6999
County covered: Wayne

If you have questions concerning the information in this booklet or other consumer issues, please contact:

**The Attorney General – Consumer Protection Division
6th Floor, G. Mennen Williams Building**

525 West Ottawa Street
P.O. Box 30213
Lansing, MI 48913
Telephone: (517) 373-1140 or (877) 241-3771

Notes

Notes

*The information in this publication is available,
upon request, in an alternative, accessible format.*



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