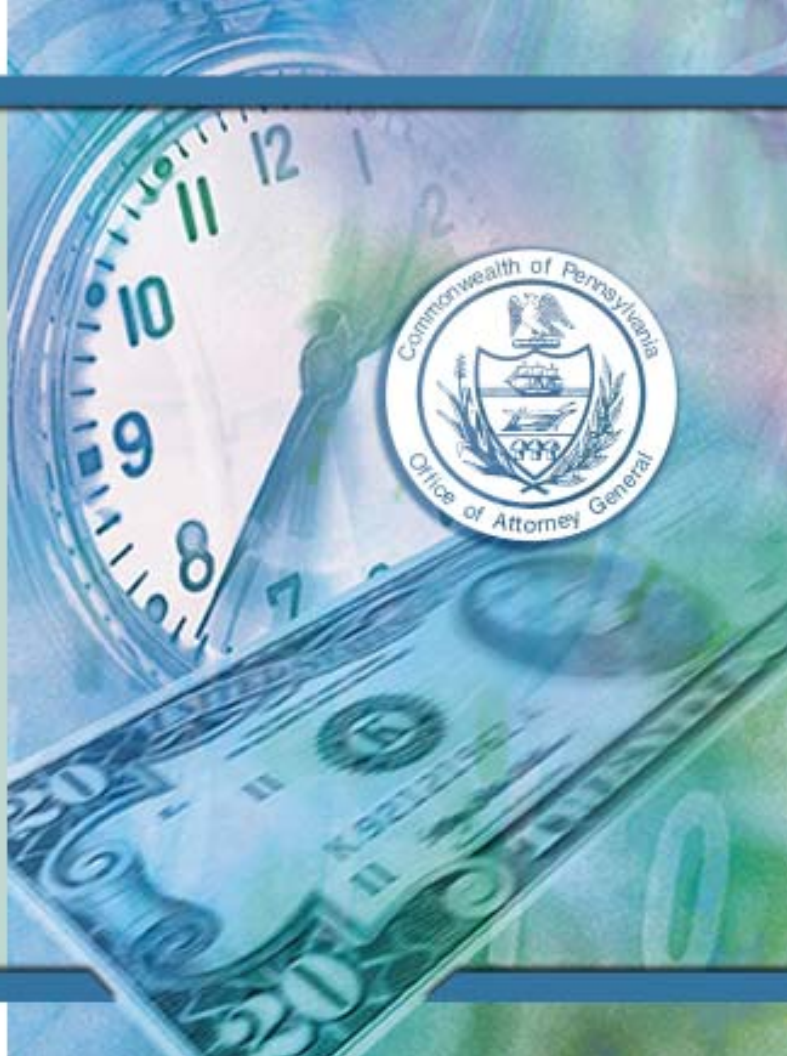
Pennsylvania Office of Attorney General

Attorney General Jerry Pappert's Bureau of Consumer Protection Booklet



Consumer Protection Hotline:

1-800-441-2555

A Message from Attorney General Jerry Pappert

Dear Pennsylvania Consumer,

I am pleased to provide you with my consumer protection booklet. The Office of Attorney General's Bureau of Consumer Protection attempts to ensure fairness in the marketplace through the aggressive investigation and prosecution of unscrupulous businesses.

In addition to taking legal actions, the Bureau seeks to prevent such problems from recurring by actively working for legislative remedies and conducting public education campaigns. Our agents and attorneys also participate in public outreach programs and meet with service clubs, senior citizen groups and other community organizations.

Our numerous regional offices reflect our pledge to be as fully accessible to the public as possible.

You can help protect yourself by being aware of your consumer rights. Please take the time to review this booklet and keep it close to your telephone for those times when strangers call soliciting for a "charity" or to sell you a service or product you did not request. This booklet is packed with vital information aimed at making you an informed, intelligent consumer.

Gerald J. Pappert
Attorney General

Table of Contents

5 ■ What the Bureau Can Do for You
7 ■ Automobile Repair
9 ■ Buying a Car
11 ■ Buying a Hearing Aid
13 ■ Buying or Selling a Home
17 ■ Cable Television
18 ■ Charitable Giving
20 ■ Contracts for Goods or Services
22 ■ Credit - Your Rights
25 ■ Debt Collection
27 ■ Deceptive Sales Practices
29 ■ Door-to-Door Sales
31 ■ Generic Drugs
32 ■ Health Care Unit
33 ■ Health Club Memberships
34 ■ Home Improvements
36 ■ How to Sue in District Justice Court
38 ■ Lemon Law Protection
40 ■ Mail Order Purchases
42 ■ Manufactured Housing Residents' Rights
44 ■ Odometer Rollbacks
46 ■ On-line Scams
48 ■ Product Safety and Recalls
50 ■ Renting a Home or Apartment: Leases and Security Deposits
54 ■ Rent-to-Own Transactions
55 ■ Telemarketing
58 ■ Timesharing Solicitation and Campground Memberships
60 ■ Warranties, Guarantees, and Your Rights
62 ■ Work-at-Home Schemes

The Bureau of Consumer Protection and Your Complaint

The Bureau:

- Investigates and mediates consumer complaints.
- Takes legal action against companies when there is a compelling interest or where there are numerous complaints against the same business, which constitutes unfair or deceptive business practices.
- Engages in a variety of consumer education programs and distributes educational materials.
- Assists in the preparation of consumer protection legislation.
- Cooperates with local, state and federal agencies for effective consumer protection.

Steps to effectively resolve a complaint yourself

Before you file a complaint with the Bureau of Consumer Protection, here are some tips that may help you resolve your own problem:

- Clearly have in mind the specific complaint you wish to make, and do so without delay.
- Clearly have the specific action you want the business to take to remedy your complaint.
- If you are making the complaint in person, take along the purchase receipt, any guarantee or warranty, and if possible, the product.
- **Be assertive!** If you are told by a salesperson or company representative that they cannot deal with your complaint, ask for a higher authority.
- When you complain by mail, give the brand name, model number, size, color and other details needed for identifying the product. Include in your letter a specific explanation of the circumstances surrounding your complaint.
- Keep a copy of your letter and all correspondence you receive. If you return the product, be sure to insure it.

Filing a complaint with the Bureau:

- If you are unable to resolve a complaint yourself, you can contact the Bureau of Consumer Protection for assistance.
- Complaints should be in writing. You can obtain a complaint form either by contacting the regional office nearest you or, if you are in Pennsylvania, by calling **1-800-441-2555**. The complaint form is also available on the Internet.
- While the Bureau will attempt to mediate most consumer complaints, it is prohibited by law from acting as an attorney for individual consumers in legal actions. You may be advised to seek a private attorney.
- In certain instances, when there is a compelling public interest or where there are a number of complaints against the same business, the Bureau may file a lawsuit in state or federal court seeking relief on behalf of consumers.

On the Internet

A great deal of helpful information about the Bureau of Consumer Protection can be found on the Office of Attorney General home page. A copy of the complaint form is included, which can be downloaded to your computer, printed and mailed to the Bureau to file a complaint. You also have the option of emailing the completed complaint form back to our office.

The Pennsylvania Attorney General's Internet address is:

www.attorneygeneral.gov

Hotline:

1-800-441-2555

Auto Repair

Almost everybody faces the problem of repairing an automobile. No matter what kind of car you drive, at some time or other you will either need to get it fixed, or at least have routine maintenance performed to keep it running. Unfortunately, auto repair problems are one of the most frequent sources of consumer complaints. It is important that you know your rights so that you can avoid trouble before you go to a repair shop.

Choosing the right shop

There are many, many auto repair facilities from which you can choose when you need repairs. Some shops are small, independent businesses. Others are part of large national chains. Some will do almost any type of repair, while others specialize in the kind of work they do. Most are good and the people who run them are honest.

In deciding where you should take your car, there are a few things you should consider:

- *Learn about good shops before you need one, so you won't have to choose a shop at the last minute.*
- *Get recommendations from family and friends about good experiences they've had with repair shops or mechanics.*
- *Make sure the shop you choose is capable of performing the type of repair you need.*
- *If you have a warranty that covers the repair, make certain the shop will honor it, and is authorized to make the repair under the warranty.*
- *Comparison shop for prices; there can be large differences in charges among repair facilities.*

Pennsylvania Auto Regs

Pennsylvanians are protected by the Automotive Industry Trade Practices Regulations, which detail consumers' rights when having a car repaired. The regulations provide that a repair shop must:

- *Obtain the consumer's written or verbal authorization before charging for repairs.*
- *Obtain additional authorization from the consumer before performing repairs which exceed the dollar limit set by the consumer.*
- *Inform the consumer whether parts put on the vehicle are new, used or reconditioned.*
- *Disclose, in advance, any charges for estimates or storage.*
- *Complete repairs within the time specified (or within 24 hours of delivery if no time is mentioned).*
- *Advise consumers of their right to have replaced parts returned to them.*
- *Provide a detailed bill itemizing charges for parts and labor.*

If you believe you have been a victim of an auto-repair fraud, contact the Bureau of Consumer Protection.

Buying a Car

Although just about everybody buys an automobile at some time in their life, many people are wary of having to purchase a car. Fortunately, Pennsylvania has its Automotive Industry Trade Practices Regulations, which provide consumers with many protections when buying a car. These regulations cover numerous aspects of the car-buying process, from advertising to the condition of the vehicle.

Advertising and representations

One section of the regulations prohibits deceptive advertising and misrepresentation in describing a car and its price. Also, dealers must state the existence of certain defects or conditions. Advertisements must disclose:

- *The business name and address of the car dealer.*
- *The year, make and model of the car.*
- *The conditions of sale, including the offer's expiration date and any limitations on the number of vehicles available.*
- *If price is indicated, it must include all charges usual or necessary prior to delivery, such as freight, handling and dealer preparation charges, (tax, registration and licensing costs need not be included).*
- *Any known defects existing in the frame, block, transmission, or differential; flood damage or inability to pass state inspection.*

In addition, the regulations also contain detailed provisions about the written agreement given to you when you buy a car. Among these, the regulations require that:

- *A copy of the written contract or agreement of sale, the installment sales contract, an odometer statement and the warranty be provided to the consumer.*
- *The contract must list the car as "new" or "used," and if "used" must describe the vehicle's prior usage.*
- *The contract must list itemized charges for any item not included in the purchase price.*

If you feel that you may have been the victim of a violation of the laws governing auto sales, contact the Bureau of Consumer Protection.

1-800-441-2555

- *The dealer must deliver the car within the time specified in the contract or within eight weeks after the contract date.*
- *The dealer must honor the quoted trade-in allowance.*
- *An "As-is" notice must be attached to the window of a car being sold without warranty.*

With the advent of the Internet, there are now many tools available to consumers when pricing an automobile. Many services will list every new and used car price including the Manufacturer's Suggested Retail Price (MSRP), invoice price, price of options and freight. Both retail and wholesale prices are listed for used automobiles which take into consideration condition, mileage and options. Armed with this information, an educated consumer is less likely to become the target of a deceptive sales presentation.

There are many other requirements contained in the regulations. A copy is available upon request.

Buying a Hearing Aid

The Hearing Aid Sales Registration Law provides consumers purchasing a hearing aid in Pennsylvania with various rights and protections.

Every hearing aid dealer and fitter must be registered with the Pennsylvania Department of Health and the registration certificate must be conspicuously posted in their office or place of business.

During the initial contact, hearing aid dealers and fitters must advise you that any examination or representation made by them regarding the hearing aid is not an examination, diagnosis or prescription by a person licensed to practice medicine and therefore must not be regarded as a medical opinion. You should receive this information in writing.

During the six months prior to purchasing a hearing aid, you must have received an examination by an otologist, otolaryngologist or any licensed physician and a written recommendation stating that the use of a hearing aid may be beneficial. However, this rule does not apply to replacement parts, accessories or a worn out or damaged hearing aid. It also does not apply if you sign a written waiver. This waiver must be read and explained to you in a manner that does not encourage you to waive a medical examination and which thoroughly advises you of the consequences of signing it. You must be given a copy of this written waiver with your receipt.

When certain medical conditions regarding your ears are found to exist, the dealer or fitter must suggest to you in writing that it is in your best interests to consult a licensed physician specializing in diseases of the ear. They then may not sell you and fit you for a hearing aid without a written recommendation from a licensed physician that a hearing aid may be beneficial to you.

www.attorneygeneral.gov

Before the dealer or fitter can provide any services to you, he or she must give you a disclosure agreement that must be explained to you in detail and be signed by you and the dealer or fitter. This disclosure agreement must contain a complete description of what the fitting procedure or process does and does not include, and must itemize and disclose any and all fees.

Before the sale of any hearing aid to you, the dealer or fitter must give you a copy of the User Instructional Brochure for the hearing aid, review the content of the brochure with you, and give you an opportunity to read the brochure.

At the time of the sale, the dealer or fitter must give you a written receipt signed by the dealer or fitter which contains important information regarding the hearing aid and the dealer or fitter. This receipt must also advise you that if your rights are violated, you may contact the Attorney General's Bureau of Consumer Protection or the Pennsylvania Department of Health.

The sale of each hearing aid must be accompanied by a 30-day money-back written guarantee. This guarantee must allow you to return the hearing aid within 30 days of the date of delivery in the same condition as when purchased, ordinary wear and tear excluded. You will be entitled to a refund of the purchase price of the hearing aid and accessories within 30 days of their return. However, a dealer may retain a cancellation fee which may not exceed the lesser of 10% of the purchase price or $150.

1-800-441-2555

Buying or Selling a Home

Buying or selling a home is often the largest and most complicated financial transaction that a person will make in his or her life. If you use a real estate agent, there are many things you should know, including:

Sellers:

- *After deciding to use a realtor, a seller should find a good realtor based on references, study the market, and obtain an appraisal.*
- *The seller should clean and repair the home as needed. This will add value to the home. Generally, a furnished home is more appealing. Therefore, sell the house you live in before you buy the next one.*
- *As a seller, you have the right to negotiate the commission and terms of your listing agreement with the listing agent.*
- *Six (6) months is often a requested listing period, but three (3) months may be sufficient time to sell your home or to determine whether a real estate agent is doing a good job for you. Listing agreements may be renewed, but be wary of signing one that can be automatically renewed.*
- *Before you sign a listing agreement, it is recommended that you talk with several agents. Find out what each agent will do for his or her fee including the type and quality of the sales campaign each will conduct.*
- *As a seller, you have the right to have an attorney review both the listing agreement and the sales agreement before you sign them. Even though the agent represents you, remember he/she does not get paid unless a sale is made.*
- *As a seller, you may be liable for the actions (e.g., misconduct or misstatements) of your real estate agent and for the conduct of any persons he/she hires on your behalf. This may include the real estate agents that bring buyers to look at your house.*
- *Deal honestly and in good faith with buyers; do not fail to disclose material defects in your home.*

Buyers:

- *Find a good realtor and agent by obtaining reliable references.*
- *As a buyer, you have the right to have an attorney review the agreement of sale before you sign it and to represent you at the settlement table.*
- *In many real estate transactions, the buyer does not have anyone representing his or her interests. The real estate agent showing you the house usually owes allegiance to the seller and not to you, the buyer. Buyers are well advised to have a lawyer or agent present to represent their interests.*
- *As a buyer, you have the right to have a "buyer's broker" represent your interests in finding a home. If you choose this arrangement, it is recommended that you talk with several agents before you sign an agreement. Find out what each agent will do for his or her fee.*
- *You can negotiate the terms of a buyer brokerage agreement including the fee (e.g., a flat fee, a percent of the sale price, or a percent of the listing price), the length of the contract (e.g., one day, one month, or one year), where the fee will come from (e.g., from the transaction, or from the buyer), and, if from the transaction, whether you pay the difference if the amount obtainable from the transaction is less than the amount agreed upon as the fee.*
- *As a buyer you have the right, and are well-advised, to hire your own title company or attorney to do the title search and provide the title insurance for the property. A title company or attorney that the seller's agent recommends may be more interested in repeat business with the seller's agent than in doing a good job for you.*

www.attorneygeneral.gov

- *Shop around for a great loan – it's a competitive market. Get pre-qualified for a loan because you can avoid wasting money on applications for loans. Ask about VA, FHA, or other loans for which you may qualify.*
- *Read all home warranties carefully, their coverage is often quite limited.*
- *A sales agreement must contain zoning classification of the property except where the property is zoned solely or primarily to permit single family dwellings. Look to see how your neighborhood is zoned.*

Buyers and Sellers:

- *You may face a situation where the same person represents both the buyer and the seller, or it may be two different agents who work for the same real estate company. You must be informed of the conflicts of interest that exist in this situation and both the buyer and seller must agree to the arrangement. This type of arrangement may be acceptable if you do not need the assistance of a real estate agent in the transaction; but, if you do, it may be to your advantage to reject the arrangement.*
- *Before you disclose any information to a real estate agent, be advised that unless you select an agency relationship by signing a written agreement providing for such a relationship, the real estate agent is* ***NOT REPRESENTING YOU****. In Pennsylvania, a business relationship of any kind will* ***NOT*** *be presumed but must be established between the consumer and the agent.*

A real estate agent owes you the following duties:

- *To exercise reasonable, professional skill and care;*
- *To deal honestly and in good faith;*
- *To present all offers, counteroffers, notices and communications to and from the parties in writing in a timely manner. The duty to present written offers and counteroffers may be waived if the waiver is in writing;*
- *To account for escrow and deposit funds;*
- *To provide assistance with document preparation;*
- *To advise you to seek expert legal advice on matters about the transaction that are beyond the agent's expertise;*
- *To keep you informed about the transaction and the tasks to be completed; and,*
- *To disclose all financial interests.*

Real Estate Commission

The Pennsylvania Real Estate Commission regulates real estate brokers and real estate agents.

Real estate brokers and agents are prohibited from, among other things, making misrepresentations, or engaging in any conduct which demonstrates bad faith, dishonesty, untrustworthiness, or incompetency.

If you have a complaint about the way in which a real estate broker or real estate agent conducted themselves or your transaction, you can file a complaint with the:

Real Estate Commission
Bureau of Professional
and Occupational Affairs
124 Pine Street
Harrisburg, PA 17101
1-800-822-2113

You may also file a complaint with the
Bureau of Consumer Protection,
Office of Attorney General.

www.attorneygeneral.gov

Cable Television

The Cable Television Act of 1992 re-established local government regulation of cable television systems and allows municipalities to set rules regarding cable television fees and services. Check with your local municipal officials for the rules and fees in your community, including security deposits for remote control units, cable converter boxes and other equipment.

Federal law and agreements reached by state government with cable television systems also provide a number of consumer protections to cable subscribers.

Consumers are entitled to a basic cable television service that provides, at a minimum, all locally broadcast commercial stations and any public, educational and governmental access channels.

Cable operators may offer subscribers additional "tiers" of programming but are prohibited from discriminating in price or service between subscribers to basic cable and those subscribing to higher-priced tiers in assessing fees for a specific channel or program.

Cable operators cannot charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name.

A tenant in a multiple-dwelling apartment building has a right to petition the local cable television system to provide service in his or her building. If the cable company agrees to provide service, then a period of negotiations between the landlord and cable company will begin. But if a landlord and cable company cannot agree on compensation for damages to the building during installations or other terms, the cable company may appeal the landlord's rejection to the arbitration process.

Complaints about rates or service can be directed to your local municipality or the Federal Communications Commission.

Charitable Giving

Legitimate charities need our help. Before giving, however, you should make sure that a charity deserves your contribution by following these tips for informed giving:

Know your charity
Do not be tricked by an impressive-sounding name or one that is similar to a well-known charity. Too many "charities" try to take advantage of another charity's good name and reputation by using an almost identical name, symbol or logo.

Know how your money will be spent Before donating, ask for and read printed materials about the charity's finances and programs. Find out how much of your donation actually goes to helping people and program services, as opposed to fundraising and administrative expenses. All charities should have a printed annual report that includes this information, and should provide you with a copy if you ask. You may also obtain this information by calling Pennsylvania's Bureau of Charitable Organizations, toll-free, at 1-800-732-0999, or by writing: Bureau of Charitable Organizations, Department of State, P.O. Box 8723, Harrisburg, PA 17105.

Know your charity's goals Make sure you agree with the purpose of the charity. You may wish to support a research-oriented charity, as opposed to a "patient service" charity, or one that only provides public education. Give to a charity that best fits your goals.

Telephone solicitors Because telephone solicitations are typically conducted by paid professional fundraisers on behalf of the charity, ask the caller if he is paid or a volunteer and how much the charity receives of each dollar donated. For example, if tickets to a benefit show are being sold with the promise of underprivileged children attending for free, ask how many children will attend the event, how they are chosen, whether free transportation will be provided, and if an accompanying adult is also admitted for free.

Door-to-door solicitors Demand identification. Do not feel pressured by the person at your door. The best practice is to mail your donation directly to the charity.

Beware of sweepstakes Sweepstakes are very often not what they claim to be. "Guaranteed prizes" often have a value of 10 cents or less and probably won't even cover the cost of your postage. Read the small print because it will usually reveal that your chance of winning is incredibly low. Sweepstakes generally don't provide much benefit to the charity or to you, so think carefully before you participate.

Do not be pressured into giving Take time to think about your donation. High-pressure tactics and sob stories often are the signs of unscrupulous operators.

Unordered merchandise You have no obligation to pay for greeting cards, tickets, advertising, merchandise or any other item you never asked for, nor are you obligated to return them.

What to do before giving Make sure the charity has complied with Pennsylvania's registration law by registering with the Bureau of Charitable Organizations, Department of State, as most charities are required to do. The Bureau can be contacted, toll-free, at 1-800-732-0999. Additional information may be obtained by contacting the Better Business Bureau, which monitors and reports on charities: 1608 Walnut Street, Suite 600, Philadelphia, Pennsylvania 19103, (215) 985-9313 and 300 Sixth Avenue, Suite 100-UL, Pittsburgh, Pennsylvania 15222, (412) 456-2700; or the Better Business Bureau Wise Giving Alliance, (703) 276-0100.

Method of payment If you decide to contribute, pay by check. Make the check out to the charity, not to a company or the individual collecting the donations. Never pay cash or use your credit card number in response to a request by a stranger.

When in doubt Contact the Office of Attorney General about any questionable solicitation.

HOTLINE:

1-800-441-2555

Contracts for Goods or Services

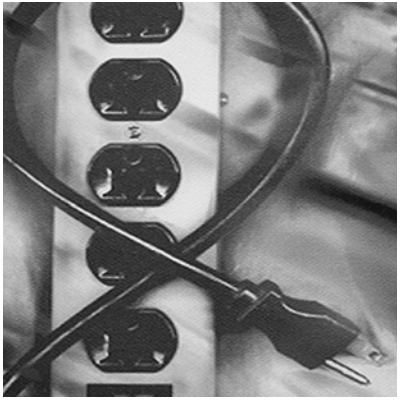
Before signing any contract:

- Take time to read and understand what you are signing. Pay attention to the fine print which may contain important information.
- Do not ever be pressured into signing something you do not understand.
- Know exactly what you are getting, and how much you will have to pay and over what period of time.
- Be sure the contract contains the name, phone number and address of the business and salesperson. Be certain you have a street address (or some other permanent business location) where you can reach the business.
- The contract should be dated.
- Make certain that there are no empty spaces that may be filled in later without your knowledge or approval.
- Be sure that all verbal promises that were made are included in writing in the contract.
- Be certain that the contract contains specifics concerning payment and delivery dates.
- After signing, keep a copy of the contract for your records.
- Pennsylvania law requires that all contracts involving less than $50,000 be written in "plain language" and establishes standards for readability.

Time limits on cancellations:

- You have the right to cancel contracts made as a result of a contact with you at your home within three (3) business days, if the contract was for more than $25 and was signed in your home. This includes magazine subscriptions purchased from a door-to-door solicitor.
- Door-to-door salespersons must give you a "Notice of Cancellation" containing the date, name and address of the business and the procedure for cancellation.

- To cancel such contracts just sign, date and return the Notice of Cancellation within three business days. Send your cancellation by certified mail and save your receipts.
- You can cancel a contract to purchase a condominium within 15 days after receiving the public offering statement from the developer/ owner unless you took title of the unit during that period.



Home improvement contracts:

- Be sure the contract describes the work to be done and includes starting and completion dates.
- Make sure all guarantees are in writing and are included in the contract.
- Arrange for the contract to contain a clause requiring the company to clean dirt and debris away from the work area.
- You have the right to cancel home improvement contracts within three (3) business days if the contract was for more than $25 and resulted from a contact at the home.

No right of cancellation:

- There is no automatic right-to-cancellation of contracts signed away from your home, such as for the purchase of an automobile, so carefully weigh those purchase decisions before signing.

Your Credit Rights

The Fair Credit Reporting Act

Your local credit bureau maintains a credit history on you which is available to creditors. According to the Federal Fair Credit Reporting Act:

- *You have the right to know what is contained in your credit file. If you have been denied credit, employment or insurance within the last 30 days, or have been a victim of identity theft, the credit bureau must provide you with a copy of your complete file free of charge. Otherwise, you may be charged a reasonable fee.*
- *Your credit report can be shown to those who need such information for extending credit or insurance or reviewing employment applications.*
- *Most information in your file can only be reported for seven (7) years. However, bankruptcies can be reported for 10 years.*
- *If you inform the credit bureau of inaccurate information in your file, the information must be investigated, errors must be corrected and creditors who received the incorrect information must be advised of the changes.*
- *If there is a dispute about information in your file which cannot be resolved, you may require the credit bureau to note that the information is disputed in future credit reports.*

Truth in Lending Act

Another federal law, the Truth in Lending Act, provides these rights:

- *Periodic statements must be mailed to consumers using credit cards and revolving charge accounts in sufficient time to avoid finance charges by prompt payment.*
- *The issuance of unsolicited credit cards is prohibited. Unless the card is accepted, you may not be held liable for any charges made.*
- *Cardholder liability for lost or stolen credit cards is the lesser of $50 or the amount charged prior to notification of the loss.*

- *Creditors must disclose to you the total finance charge, including all charges such as placement fees and insurance, the annual percentage rate of interest and the amount of each monthly payment and the number of payments required.*
- *If a creditor requires you to obtain "credit insurance" to guarantee that a debt will be paid should you die, get sick or become disabled or to cover damage to property which is collateral for the debt, the premium charged must be included when computing the annual percentage rate.*
- *If you voluntarily agree to obtain "credit insurance" or if you choose to obtain it from an outside insurance company, then the premium charged need not be included in the annual percentage rate.*

The Equal Credit Opportunity Act

The Equal Credit Opportunity Act prohibits discrimination in a credit transaction. It does not, however, guarantee that you will get credit. According to the Act:

- *Discrimination because of sex, marital status, race, national origin, religion or age is prohibited.*
- *Except for voluntary information needed to enforce the above anti-discrimination laws, a creditor cannot ask your race, sex, national origin or religion.*
- *A creditor may not request your marital status if the application is for individual, unsecured credit. Marital status may be requested in other instances.*
- *A creditor cannot ask whether you are divorced or widowed or about your plans for having children.*
- *A credit application must be accepted or denied within 30 days. If denied, the creditor must inform you in writing of either the specific reason for the denial or your right to request that reason within 60 days.*
- *Where both spouses use or are liable on an account, credit information must be supplied in the names of both spouses.*

Pennsylvania Goods and Services Installment Sales Act

This law regulates credit transactions involving goods and services bought for personal, family or household purposes. Under the Act:

- *The seller or holder of a credit agreement cannot take a mortgage against your residential real estate or that of a co-signer.*
- *Before a seller can attempt to repossess goods or start legal action to collect the debt, he must give you one last chance, by way of a 21- day notice, to pay all amounts in default.*
- *Wage attachments are generally prohibited and threats of such are illegal.*
- *Once you obtain credit privileges, know your responsibilities in repaying your indebtedness:*
  - *The amount of the finance charges you may be assessed will vary depending on the type of purchase, the type of lender and the location of the lender.*
  - *Late fees and collection charges may also be assessed.*
- *Since a lender earns more interest at the beginning of a loan than near the end, payments which you make at the beginning of a loan do very little to reduce the principal.*

If you have encountered a problem with incorrect information in your credit report, in obtaining credit or in exercising your lawful credit rights, contact the nearest Bureau of Consumer Protection Office.

Debt Collection

The Fair Credit Extension Uniformity Act regulates the debt collection activities of debt collectors and creditors in Pennsylvania. This law, effective as of June 26, 2000, prohibits debt collectors and creditors from engaging in certain unfair or deceptive acts or practices while attempting to collect debts.

Communications with debtor

Debt collectors and creditors may not communicate with you unless they have your prior consent or the express permission of a court. Examples of improper communications include:

- *contacting you at unusual times and places;*
- *contacting you before 8 a.m. or after 9 p.m.;*
- *contacting you at work if they know your employer disapproves of such contacts; or*
- *contacting you when they know you are represented by an attorney.*

Communications with third parties

Debt collectors and creditors may communicate with third parties only for the purpose of acquiring location information about you. During these third party contacts, debt collectors and creditors may not reveal that you owe any debt.

Harassment

Debt collectors and creditors may not harass, oppress or abuse you or any third parties while collecting a debt. Examples of this include:

- *threatening you with violence or harm;*
- *publishing a list of consumers who refuse to pay their debts (except to a credit bureau);*
- *using obscene or profane language; or*
- *repeatedly using the telephone to annoy.*

False statements

Debt collectors and creditors may not use any false or misleading statements when collecting a debt. Examples of this include:

- *falsely implying that they are vouched for, bonded or affiliated with the government;*
- *falsely implying that they are attorneys;*
- *falsely implying that you have committed a crime;*
- *falsely implying that documents sent to you are legal documents;*
- *falsely implying that documents sent to you are not legal documents;*
- *misrepresenting the amount or legal status of your debt; misrepresenting their name; or*
- *threatening to file a lawsuit when they cannot or do not intend to do so.*

Unfair or unconscionable practices

Debt collectors and creditors may not use unfair or unconscionable means to collect a debt. Examples of this include:

- *collecting any amount greater than your debt, unless permitted by the agreement creating the debt or by law;*
- *depositing a postdated check prematurely;*
- *using deception to make you accept collect calls or pay for telegrams;*
- *contacting you by postcard.*

www.attorneygeneral.gov

Deceptive Sales Practices

While most businesses are run legitimately, be on the lookout for the unscrupulous merchant. Beware of the following sales practices.

Bait & switch

By law, stores are not allowed to advertise with the intent of pressuring or improperly luring customers into buying a different or more expensive product.

Bait and switch involves first "baiting" a consumer with an advertisement for an appealing, inexpensive item. When the consumer visits the store, however, and asks to see the advertised merchandise, the salesperson discourages its purchase and attempts to sell a higher priced product, which is the "switch." Sometimes the "switch" may be to a product that is the same price, but the store benefits because of a higher markup on the item.

Going-out-of-business sale

Some stores will advertise that they are going out of business when they really have no such intention and, in fact, are constantly bringing in new merchandise.

State laws regulate going-out-of-business sales by requiring the business to obtain a license from the local municipality.

No goods may be added to the store's inventory after the application is made.

Going-out-of-business sales can be conducted for no more than 30 days. If all goods have not been disposed of during that time, a business may get one 30-day extension.

Before making a purchase, remember that if a store goes out of business, its warranties may no longer be valid, (although the manufacturer's warranty will still be valid), nor will the merchandise be returnable.

The continuous sale:

A store engaged in a continuous sale will constantly claim that all, or a substantial portion of, its merchandise is ON SALE. Some stores put sales tags on merchandise and claim that the item has been specially reduced when the price marked is really the normal everyday selling price.

Protect yourself by shopping around. Go to several stores and compare the prices of the same products. Don't base your decision on what to buy solely on price. Investigate the store's warranty, return and delivery policies.

If you believe you have been a victim of a deceptive sales practice, contact the Bureau of Consumer Protection.

Door-to-door Sales

Door-to-door sales are an integral and often quite reputable part of the American business system. If you sign a contract with a door-to-door salesman, he must give you a "Notice of Cancellation" and you have three (3) business days to change your mind and cancel.

However, there are some door-to-door salespersons who use all sorts of ploys to take your money.

Beware of salespersons who:

- *Offer "free gifts" which depend on the purchase of another product or a package deal involving a sales presentation and a costly commitment.*
- *Tell you that, "the woman who lives next door purchased our merchandise," as an inducement to persuade you to do likewise.*
- *Start a sales pitch by saying that they are "just taking a survey..," or "You've just won!"*

www.attorneygeneral.gov

There are several steps consumers can take in order to protect themselves against fraudulent door-to-door salespersons.

- *Don't let the salesperson in the door until you have seen proper identification and determined exactly what he wants. Magazine sellers must be licensed.*
- *Don't be taken in by a smooth talking peddler. Decide whether you really need what is being sold without losing track of what you can afford.*
- *Be aware that you may be offered a flashy and impressive looking product which is actually inferior to that sold in stores.*
- *You should not make an immediate purchase no matter how attractive a deal the salesperson may be offering. Take time to compare his price with that of local stores.*

Above all:

DON'T BE AFRAID TO SAY "NO!"

Generally, you have the right to cancel a door-to-door purchase within three (3) days of the purchase, if the item is sold for $25.00 or more. The seller must give you a written notice of that right, and must also tell you orally that you have that right to cancel. As long as the goods are returned in the same condition as when bought, you are entitled to a refund of your money. Keep in mind, however, that in order to get that refund you must be able to locate the salesperson or their business.

Generic Drugs

The Generic Drug Act was amended in 1990 to permit lower-cost generic drugs in all prescriptions, unless the physician specifically prescribes a brand-name drug.

A generic drug has the same potency and chemical makeup as that of a commercial brand, and usually costs far less than the commercial brand.

Whenever a pharmacist receives a prescription, he/she must fill it with a generic drug unless the physician has hand-written on the prescription form, along with his/her signature, these words: “brand necessary” or “brand medically necessary.”

A consumer has the option to request specifically a brand-name even if his physician did not mandate it, but he should be warned that many prescription drug reimbursement programs, including those run by the government, will only cover the cost of generic drugs.

A consumer who exercises the option of insisting on a brand-name drug against his physician’s prescription may find himself subsidizing the cost of the higher-priced brand-name drug out of his own pocket.

A consumer does not have the right to insist on a generic drug if his physician specifically requests a brand-name.

If the pharmacist is out of a generic drug and wants to substitute it with the brand name drug, the pharmacist must inform the consumer and request the consumer’s acceptance of the higher priced drug if the consumer does not want to go to another pharmacy.

Any pharmacist who substitutes any generic drug for a brand-name must notify the consumer of the substitution and the amount of the retail price difference between the brand-name and the generic drug. She must keep a record of all instances where she used the brand-name either because it was medically prescribed or because a generic was not in stock.

The label on all prescriptions must indicate the generic name (using abbreviations if necessary) and the name of the manufacturer.

Only FDA approved and rated generic drugs may be substituted by pharmacists in Pennsylvania.

Health Care Unit

The changing face of health care in America has left many Pennsylvanians feeling frustrated and angry over the belief that they have no where to turn. The Attorney General has created a new unit under the Bureau of Consumer Protection, the Health Care Unit, where consumers who are experiencing difficulty in dealing with various health care organizations have a place to turn. The type of complaints the Unit receives involve HMO, pharmacy, indemnity insurance, nursing homes, access to care, physicians, coverage denial, quality of care and double billing issues.

The Unit will help secure the necessary treatment and get around barriers to proper health care.

If you have a problem with your HMO or Point of Service Plan, you have rights under Act 68. Take the proper steps as follows:

1. **Call your managed care plan member services department.** Give them a chance to solve the problem. Many problems are solved at this level informally.
2. **File a complaint or grievance with your plan.** If your phone call to the plan does not solve your problem, call the plan again and tell them that you want to file either a first-level complaint or grievance.

If after taking these steps, you are still not satisfied with the results, file a complaint with Health Care Unit. There is no fee.

1-877-888-4877

Health Club Memberships

As health and fitness clubs have become popular, some abuses have occurred. A state law regulating health clubs was passed to provide these protections:

- *Contracts must be in writing and must contain the date when it was signed and the specific address of the facility. You must be provided a copy of this contract or you can cancel at any time.*
- *Buyers can cancel a contract within three* (3) *days of signing and must be refunded all monies paid, including any initiation fee.*
- *Club memberships cannot be sold for a period of longer than 36 months. Do not believe offers of "lifetime" memberships at guaranteed rates.*
- *Health club operators must register with the Bureau of Consumer Protection and post financial security bonds to protect members' fees against potential failure or closing if they write contracts for more than three* (3) *months. Members have up to six* (6) *months from a closing to make a claim.*
- *If a club must close for repairs or any other reason for 30 days or less, a member is entitled to an extension of his membership equal to the number of days the facility was closed.*
- *If a club is closed for more than 30 days, and the operators do not provide an equivalent facility within a 10-mile range, the buyer has a right to cancel her membership and receive a refund.*
- *If a member becomes temporarily disabled to an extent where he cannot use one-third or more of the health club facilities, he is entitled to an extension of his membership covering the time he is disabled. Members who become permanently disabled can cancel the contract and receive a refund. The health club can request verification of the disability by a physician.*
- *You have a right to cancel your membership and receive a refund if you move more than 25 additional miles from a health club and the club operator can not transfer your contract to a comparable facility located within five miles of your new residence.*
- *Health clubs cannot automatically renew your membership at the end of the term without your permission. That permission must be given at the end of the term, not at the beginning or during the term.*

Home Improvement

While most home improvement contractors operate an honest business, there are those who engage in deceptive practices and defraud consumers of large sums of money. Don't be taken in by promises of guaranteed performances, quick jobs and bargain prices. Don't allow a salesman to talk you into repairs and improvements you do not actually need or want.

Beware of:

- *Unknown or out-of-town contractors. Make certain the contractor has a permanent address in your area, where he can be contacted later if problems arise.*
- *Salesmen who will give you a discount if you allow your house to be shown to other prospective purchasers.*
- *Outfits that offer you a bargain rate because the "equipment is already in the neighborhood," or "we have materials left over from a job down the street."*
- *Contractors who use terms like "special introductory offer."*

Check with your local home builders' association, your building supply retailer, the Better Business Bureau, the Chamber of Commerce and the Bureau of Consumer Protection.

Check with homeowners who have dealt with the contractors you are considering.

Be cautious if high pressure is used to induce you to quickly sign a contract.

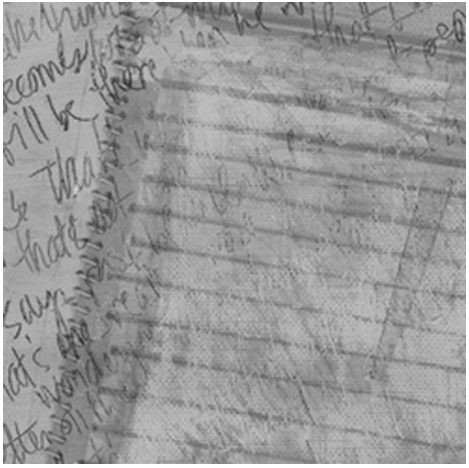
Be sure to obtain more than one bid for the same job involving exactly the same specifications.

Make only a small down payment to cover costs of materials, until the job is completed to your satisfaction.

Inquire whether the contractor has liability and compensation insurance to protect you in the event of an accident.

After the work has been completed:

- Inspect the work thoroughly. Work that looks good might still have been performed in a shoddy manner.
- Review the entire project with the contractor.
- Find out about any special provisions you should know concerning maintenance of the work.
- Point out any defects immediately. You may refuse to pay the balance due until the defects have been corrected.
- You may be asked to sign a completion certificate. Do not do so until all work called for in the contract has been done to your satisfaction. Be careful not to sign a completion certificate when you sign the original sales order.



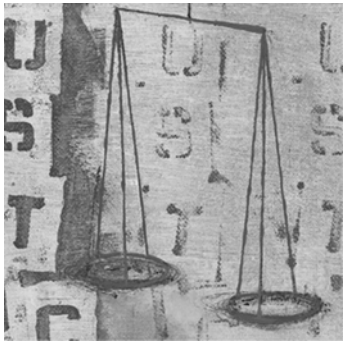
How to Sue in District Justice Court

When to use a District Justice

If you have a complaint against a person or business and cannot settle the dispute out of court, a District Court can help resolve the dispute.

The procedure is inexpensive and a lawyer is generally unnecessary.

Suits can only be filed to recover up to a specific amount. For most places across the state the amount is $8000, except for Philadelphia where the amount is $10,000. It is important to check with your local District Justice to make certain these amounts have not changed.



How to file a suit

Call the nearest District Justice to determine in which district you should file. They are listed in the yellow pages under “District Justice” or “Magistrate.”

Obtain a complaint form from the District Justice and fill it out, providing the most precise and thorough information possible.

A fee must be paid when the complaint is filed. You should check with your local District Justice to determine the cost since costs are subject to change. All fees will be returned to you by the other party if you win the suit.

Be sure to include the following information in the complaint:

1) *The amount of money for which you are asking, including expenses.*
2) *Specific information so the party you are suing knows exactly what the complaint is about.*

You can return the completed complaint form to the District Justice by mail or in person.

Before the hearing:

1) *A hearing should be scheduled between 12 and 60 days from the date you have filed.*

2) *A copy of the complaint must be delivered to the defendant at least 10 days before the hearing. The District Justice can arrange for the complaint to be served by certified or registered mail or can deliver the complaint to the sheriff or constable for service. The fee for service of the complaint must be paid at the time of filing but will be returned to you if you win the case.*

3) *Gather all documents that support your case. If necessary, bring any witnesses who will strengthen your case.*

The hearing:

1) *The District Justice will explain the court's operating procedure.*

DO NOT BE AFRAID TO ASK QUESTIONS.

2) *Both sides will be given the opportunity to tell their view of the story, present any documents, and question each other. Both parties and all witnesses must testify under oath.*

3) *The District Justice must reach a decision within 5 days.*

After the hearing:

1) *If either side is not satisfied with the decision, an appeal can be filed in Common Pleas Court within 30 days.*

2) *Common Pleas Court will then hear the case all over again. This procedure is much more formal and it is highly recommended that you be represented by a lawyer.*

3) *If no appeal is taken, you may need further help to collect your money.*

4) *At your request, the District Justice will issue an order to attempt to collect the money. This will cost you an additional fee. If such an order is issued, a sheriff or constable will attempt to collect the money for you. Any fees that you incur in the collection process must be paid by the other party.*

5) *Remember that a District Justice cannot guarantee that your judgment will be collected.*

Lemon Law Protection

The Pennsylvania Automobile Lemon Law applies to any new vehicle purchased and registered in Pennsylvania for personal or family use and designed to transport up to 15 persons. Motorcycles, motorhomes and off-road vehicles are not included.

Under the law, the manufacturer must, at no cost to the purchaser, repair or correct any defect which substantially impairs the use, value or safety of the vehicle and which occurs within one year after delivery, or 12,000 miles of use, or the term of the manufacturers express warranty, whichever comes first.

If the defect cannot be repaired after 3 attempts, or if the vehicle is out of service for a total of 30 calendar days for repair, generally, you may be eligible for a replacement vehicle or the refund of the purchase price, less a limited allowance for use.

First, contact the manufacturer's zone representative at the telephone number listed in your owner's manual.

If the zone representative is not successful in having the defect corrected, you may request an arbitration of your case through the manufacturer's dispute settlement program if one exists.

The arbitration decision is binding on the manufacturer, but not on the consumer, who may proceed further by bringing a private lawsuit.

If the manufacturer has not established an appropriate dispute resolution procedure, you may initiate a legal action at the outset.

Some important requirements of the law are:

- *You are responsible for delivering the vehicle to the manufacturer's authorized repair facility unless it would be unreasonably difficult to do so. In that case, you must give written notice to the manufacturer so that arrangements can be made for transporting the vehicle, at no expense to you, to a repair site.*

- *Each time your vehicle is repaired, the repair facility must give you a detailed statement itemizing all repairs made, and the cost of parts and labor.*
- *Your rights under this law will not apply if the defect is the result of your abuse, neglect or alteration of the vehicle.*

If a vehicle has been returned to the manufacturer for defects, it may not be resold in Pennsylvania unless the manufacturer provides the consumer with:

- *A written statement that the vehicle was returned because of a defect which was not cured within a reasonable time, and*
- *The same express warranty provided originally, except that it may last only for 12,000 miles or 12 months after the resale date.*

Vehicles with defective braking or steering systems likely to cause death or serious bodily injury if driven may **not** be resold in **Pennsylvania**.

Mail Order Purchases

When shopping by mail be certain to:

- *Comparison shop to make sure you are getting the best buy. Check local stores and other mail order firms.*
- *Ask your friends if they know of the company. Request that the mail-order business provide a list of past customers.*
- *Never send cash through the mail. Pay by check, credit card or money order. It may be best to pay by credit card; your credit card company can sometimes help if there is a problem with the purchase.*
- *Keep a copy of your order form, the advertisement and record the company's address.*

Unordered merchandise

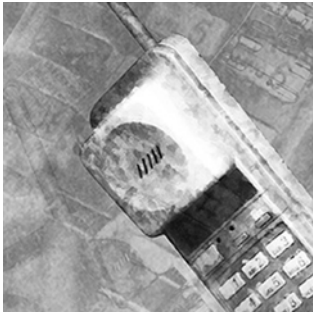
If unordered merchandise is received through the mail:

- *You may consider it a free gift. Use it, throw it away or do whatever you like with it, even if the merchandise comes from a charity soliciting funds.*
- *You need not respond to any bills for the merchandise.*
- *You have no obligation to return the merchandise, even if the sender requests the return or payment.*

1-800-441-2555

Mail order delays

A Federal law governs delays in delivery of mail-order purchases. These regulations apply to all goods sold by mail except seeds, growing plants and photo processing orders.



According to the law:

- *A business must ship merchandise within the time stated in its advertisement. If no specific time is offered, the business must ship within 30 days of receipt of your order.*
- *If the seller cannot meet its shipping dead line, the buyer must be notified and given a cost-free method of replying.*
- *If the order can't be filled within the 30-day time period, you have the right to cancel the order and receive a refund or agree to a new shipping date. If you do not reply to the business' notice, the seller can assume you agree to the delay.*
- *If the shipment will take more than 30 days and you object to any delay, the seller must return your money at the end of the 30-day period.*
- *If you cancel your order, the business must refund any advance payment within seven business days of receipt of a cancellation notice.*
- *Only the initial issue of a magazine subscription is covered by these rules.*

Manufactured Housing Residents' Rights

Residents of manufactured housing have certain rights as set forth in the Mobile Home Park Rights Act. Park owners are required to post a copy of this Act in a conspicuous place in their parks. This Act also requires park owners to give to each resident that enters the park a copy of a notice explaining their rights under the law.

The following are some of the rules and regulations that residents of manufactured housing should be aware of:

- *All fees and charges, including rent, must be disclosed to you* ***in writing*** *before you make any initial payment.*
- *Increases in rent or other fees are not enforceable until 30 days after a notice of the increase is posted in the park and mailed to park residents. It is important to remember that your rent cannot be increased during the lease term.*
- *In order to be enforceable, all rules and regulations must be written, posted in a conspicuous place and a copy must be provided to all residents.*
- *Rental charges and rules must be applied in a uniform manner to those park residents in the same or similar category.*
- *A park owner or operator can designate the type of underskirting and other amenities to your mobile home, but cannot require you to purchase such items from a particular supplier.*
- *You cannot be charged an entrance or exit fee.*
- *You can be charged an installation fee, but only in the amount of the owner or operators actual cost. This fee must be refunded if the owner or operator recovers possession of your space within one year of installation for any reason other than non-payment of rent; two or more violations of park rules in a six-month period; changes in use of park land; or, termination of the park.*
- *A mobile home park owner cannot prevent you from selling your home and cannot claim any fee in connection with the sale, unless a*

separate written agreement exists. However, a mobile home park owner may reserve the right to approve the purchaser of your mobile home as a resident of the mobile home park.

- *You can be evicted, but only for the following reasons: non-payment of rent; two or more violations of park rules in a six-month period; changes in use of park land; or, termination of the park.*
- *Unless a park owner has obtained a court order, he or she cannot evict you by locking your home or moving it while you are away.*
- *The mobile home park owner must notify you in writing why you are being evicted by certified or registered mail before beginning any eviction proceeding.*
- *You cannot be charged unreasonable fees, such as an additional monthly charge for having overnight guests.*
- *The rights and duties of mobile park owners and mobile park residents cannot be waived by any written or oral agreement.*

If you have any questions about these or other rights of a manufactured home community resident, contact your local Bureau of Consumer Protection Office.

Odometer Rollbacks

It is illegal to disconnect, reset or replace an odometer for the purpose of changing the number of miles on it. Federal and state laws give protection to consumers who suspect they have purchased a car with a rolled back odometer.

According to law:

- *When a vehicle is transferred, the new owner must be given a written odometer statement disclosing the car's true mileage at the time of transfer, the date of transfer, the buyer's and the seller's names and addresses, and the vehicle's make, year, body type and vehicle identification number.*
- *An acceptable disclosure statement is the Pennsylvania Certificate of Title. If this document is utilized, make sure you receive a copy of the completed title, both front and back. If the title is not available at the time of transfer due to a lien, a secure power of attorney can be used, but again, make sure you receive a copy of this document.*
- *It is illegal to: tamper with an odometer; sell, use or advertise any device for tampering; or operate a vehicle with a disconnected or non-functional odometer with intent to defraud.*
- *If the seller knows that the mileage has exceeded the 99,999 miles mechanical limit, he must provide that information to the buyer.*
- *One notable exception to the requirements for odometer disclosure is for motor vehicles ten years or older; however, this does not allow a dealer to make false or misleading statements about the mileage of the automobile.*

Consumers who suspect that they have bought a used car whose odometer was rolled back should follow this procedure:

Write to:

Bureau of Driver's Licensing
Vehicle Record Services
1101 S. Front Street
PO Box 68691
Harrisburg, PA 17106-8691

In your letter, give the serial number and the title number of your car and request a list of previous Pennsylvania owners. There is a small charge for this information.

You will receive a photocopy listing previous title holders, their addresses, and in some cases, the car's mileage at the time of sale if PennDOT has such information available.

If PennDOT records do not disclose the previous mileage, contact the most recent previous private owner (not dealer) and ask how many miles were on the car when it was sold. If the mileage was approximately the same as when you purchased the car, you probably can dismiss your suspicions. To check further, contact the next previous owner for the mileage information.

Take Precautions:

- *Know the reputation of the person or dealer from whom you are purchasing your car.*
- *Obtain the odometer mileage statement before completing the transaction.*
- *Don't fool yourself: a car that is ten* (10) *years old will not have only 10,000 miles on its odometer.*
- *For a fee, services are now available that will research the history of an automobile regardless of the state of origin or transfer.*

If you believe your vehicle's odometer has been rolled back, find out as much information as possible through the above procedure and contact the Bureau of Consumer Protection.

Online Scams

The Information Superhighway has become a new medium for scam artists. Some of the same people who used telemarketing, infomercials, newspapers and magazines, now have turned to "Cyberspace." Cyberspace includes the Internet and an assortment of online computer services.

Many of these scams are run by two methods: classified advertising and "disguised advertising." Classified advertising has the largest number of misleading ads. These ads may promote miracle cures, quick and easy weight-loss systems or unusual medical devices. Others push investment schemes and "business opportunities." They make offers to "use your PC to make money fast in your spare time." Other ads encourage you to invest in "900" number telephone services. Promises on these investments are likely to be false.

"Disguised advertising" is the second category and is more difficult to recognize. Many of these disguised ads are found on bulletin boards and chat forums. Sometimes, people contributing to the bulletin board have ties to businesses that sell products or services related to the bulletin board subject area. "Chat forums" are live discussion groups which some advertisers use without disclosing their true interests. These may not be obvious ads but may appear to be an open discussion.

There are millions of people using the Internet and that number is growing rapidly. These people are all potential targets for scam artists. Here are some warning signs of potential scams:

- ***Overstated claims of product effectiveness.***
- ***Use of hyped up titles and the word "hot."***
- ***Exaggerated claims of potential earnings.***
- ***Claims of inside information.***
- ***Promotion of cheap stocks promising high returns.***
- ***Ads for exotic investments like ostrich farming, gold mining, or wireless cable TV.***

Always be cautious about giving out your bank account numbers, credit account numbers and other personal data either online or by phone.

www.attorneygeneral.gov

Product Safety and Recalls

The federal government actively monitors a wide variety of consumer goods and products for safety concerns. There are several agencies which identify potential safety and health problems, and make that information available to the public.

In addition, the government often depends on consumers to alert it about potential hazards in goods and products. Many times, that is the first indication that there is a problem with a consumer item. Where appropriate, you are encouraged to contact these agencies to report concerns.

The following is a list of consumer product areas which have specific federal agencies responsible for identifying problems:

1. **Household products, toys, home appliances and recreational products**

U.S. Consumer Product Safety Commission

To report safety problems to CPSC or inquire about recalls or warnings, call:

1 (800) 638-2772 (toll-free)
1 (800) 638-8270 (toll-free, TDD)

Or write:
U.S. Consumer Product Safety Commission
Washington, DC 20207

2. **Foods, drugs, medical devices, cosmetics and veterinary products**

U.S. Department of Health and Human Services Food and Drug Administration

To report safety problems or inquire about recalls or warnings concerning food products (other than seafood, meat or poultry), drugs, cosmetics, medical devices and veterinary products.

Look in your telephone directory under U.S. Government, Health and Human Services Department, Food and Drug Administration. If it does not appear, call:

1-888-INFO-FDA

Or write:
Consumer Affairs and Information Staff
Food and Drug Administration
(HFE-88) 5600 Fishers Lane
Rockville, MD 20857

For information on food recalls and warnings, or to report food safety or labeling problems, call:

Safe Food Hotline:
1-888-SAFEFOOD

3. Meat and poultry

U.S. Department of Agriculture
Food Safety and Inspection Service
(FSIS/USDA)

To learn about recalls of FSIS-inspected meat or poultry products, report safety concerns or inquire about safe food-handling to prevent illness, call:

Meat and Poultry Hotline:
1 (800) 535-4555 (toll-free, voice/TDD)

Or write:
Meat and Poultry Hotline
Food Safety and Inspection Service
U.S. Department of Agriculture
Washington, DC 20250

4. Cars, trucks and automotive equipment

National Highway Traffic Safety Administration
(NHTSA)

To report vehicle or vehicle equipment safety problems to NHTSA, or to inquire about recalls or warnings, call:

Auto Safety Hotline
1-888-DASH-2-DOT

Or write:
National Highway Traffic Safety Administration
(NEF-11)
Department of Transportation
Washington, DC 20690

1-800-441-2555

Renting a Home or Apartment: Leases and Security Deposits

Renting an apartment

Before looking at apartments or rental houses, evaluate your living needs: Number of rooms, location, distance from shopping and public transportation, price and facilities.

Friends and newspapers provide inexpensive advice. Real estate agencies can help, but may charge a fee for their services. Avoid "apartment finders" who charge merely for lists of vacancies that are simply taken from newspaper classified ads.

Consider the following before renting:

- *Check the furnace, plumbing and all appliances. Are there enough electrical outlets and lights? Is the wiring adequate to handle several appliances?*
- *Are storm windows, screens and shades provided?*
- *Are the floors solid, without holes or splinters? Are the walls and ceilings painted, papered and without cracks?*
- *Are the doors, windows and entrances to the building secured? Are the stairs safe and well lit? Are the fire escapes easily accessible?*
- *Is the apartment quiet? Can you hear those next to, above or below you?*
- *Is there evidence of rodents or insects? Who pays for an exterminator?*
- *Ask others in the apartment complex about any negative aspects of living there.*
- *If the apartment is furnished, check for, record and save a list of all defects in the furniture.*
- *Make and keep a list of all existing damages and repairs that need to be made. Keep a copy of the list, give one to your landlord and attach a copy to the lease. When you move out, such records will assure that your security deposit will only be applied to damages for which you are responsible.*

The rental application

Your new landlord may ask you to provide credit references and a list of past landlords, addresses and your employment history, including salary.

An application fee may be charged and may be non-refundable if you are not approved. At the landlord's option, he may apply the application fee to your first month's rent or security deposit, but it is not required by law.

Signing a Lease: A lease between a landlord and a tenant is an oral or written contract. Your best protection is a written lease signed by both parties.

Make sure your lease contains:

- *The specific address, including apartment number of the property.*
- *The length of the lease.*
- *An explanation of the rent payment procedure, including late penalties and rent increases.*
- *Which utilities you are responsible for paying.*
- *Termination or renewal terms.*
- *The amount of security deposit.*

Be sure to keep a copy of the lease for yourself. Make a second copy and keep it in a bank deposit box or give it to a friend or family member for safekeeping. Do not sign a lease until all blanks are filled in.

Security deposit

A security deposit is money which actually belongs to the tenant, but is held by the landlord for protection against damages or unpaid rent.

- *During the first year of a lease, the amount of a security deposit cannot exceed two months rent.*
- *At the beginning of the second year of a lease, a landlord cannot retain a security deposit of more than one month's rent.*

- *At the beginning of the third year of a lease, the landlord must put any security deposit over $100.00 in an interest bearing bank account, unless the landlord obtains a bond.*

- *A tenant who occupies a unit or dwelling for two or more years is entitled to interest on his security deposit, beginning with the 25th month of occupancy. The landlord must give you the interest earned by the account (minus a one percent fee which the landlord may retain for his costs) at the end of the third and each subsequent year of tenancy.*

Before moving in, make a list of any existing damages and repairs that need to be made. Keep a copy of the list, give one to the landlord and attach a copy to the lease. Such records will assure that the security deposit will only be applied to damages for which you are responsible.

To have your security deposit refunded, give the landlord a forwarding address and return the keys to the property. Within 30 days after you move out the landlord must either return the security deposit or send you a list of damages, the cost of repairs and any money remaining from the security deposit.

If the landlord does not provide a written list of damages within 30 days, he may not keep any part of the security deposit. You may then sue to recover the deposit without the landlord being able to raise any defense.

If within 30 days, the landlord fails to pay the tenant the difference between the security deposit and the actual damages to the property, the landlord is liable for double the amount by which the security deposit exceeds the actual damages to the property.

If you are experiencing any landlord-tenant problems, contact the Bureau of Consumer Protection.

Condominiums

If your apartment building is being converted to condominiums, the new owner/developer must give you one year's written notice before you are required to move and he cannot raise your rent or change the terms of your lease. If your lease is for more than one year, you may remain in your unit until the termination of your lease.

You have the first chance and exclusive rights to buy your rental unit within the first six months after you receive the conversion notice.

You can give 90 days notice and terminate your lease without penalty after receiving a conversion notice.

1-800-441-2555

Rent-to-Own Transactions

Sometimes, as an alternative to buying merchandise such as furniture, large appliances, televisions, computers and other such items, people may rent these typically high-cost items through a rent-to-own transaction. In a rent-to-own transaction, the person will rent the merchandise item and, at a certain point, the person can obtain ownership of the item.

A rent-to-own transaction can have some benefits. People who do not have enough cash to simply purchase high-cost items that they need or want, and who may have difficulty getting traditional credit (that is store accounts, credit card, etc.), often attempt to purchase through the rent-to-own method. By making weekly or monthly payments, the person can get the immediate use of the items and merchandise, which is often new. Service is usually provided by the rental company at no additional charge, so there may be no repair costs during the rental period. If the renter decides that he or she no longer needs or wants the rented item, it can be returned with no further payment or obligation.

A rent-to-own transaction also has drawbacks. The final purchase price of an item bought through rent-to-own is usually much higher than the price of the same item bought at a retail store, even if the item is financed over time at the retail store. **Rent-to-own costs can be twice as high as the straight purchase costs, and are sometimes three to four times as much!** Many people who are considering rent-to-own would be financially better off by either saving money to buy the item, or buying a good used item rather than getting a new item through rent-to-own.

Rent-to-own transactions are governed by Pennsylvania's Rental Purchase Agreement Act, which has specific requirements about the types of written information that a consumer must be given. The law requires that the rental company provide, in writing: the type of fees and late charges which can be imposed; the total dollar amount which must be paid for an item to get ownership through the rent-to-own method; and the way for the consumer to get ownership of the item earlier (and cheaper) than stated in the original agreement.

If a rent-to-own company violates the Rental Purchase Agreement Act, the Bureau of Consumer Protection can help.

Telemarketing

Due to a growing pattern of abuses by unscrupulous telemarketers, the Pennsylvania Senate passed a series of laws protecting Commonwealth residents against telemarketing fraud. These laws provide much needed safeguards strengthening federal laws and carrying enhanced penalties in cases of telemarketing fraud involving residents over the age of 60 years old, who are often the prime targets of such scams.

Many telemarketers are now required to register with the Office of Attorney General, and secure a $50,000 bond as security for any consumer losses resulting from fraud, misrepresentation or violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law. Calls from tax-exempt organizations, including political parties, are exempt from the registration and bonding requirements, however, consumers should be warned that for-profit telemarketers, who should be registered, often make calls under contract for tax-exempt charities. In addition, telemarketers who illegally seek payment for purchases in exchange for a promised prize or for entry into a sweepstakes can now be subject to criminal penalties, including time in jail. The same is true of telemarketers who charge a fee up front with the promise of helping someone to recover money lost in a sweepstakes or prize promotion.

Consumers can reduce telemarketing solicitations by sending their name, telephone number (including area code) and address to the Telephone Preference Service, Direct Marketing Association, P.O. Box 9014, Farmingdale, New York 11735-9014. This association supplies its “Do-Not-Call” lists to its members on a periodic basis. Notification to this service should reduce the number of unsolicited calls placed to your home or business, but it will not stop all calls.

Some of the protections afforded consumers include:

- *Telemarketers must promptly disclose their names, the telemarketing business they are calling on behalf of, the purpose of the call, and what they selling before they make their pitch.*
- *Telemarketing calls are restricted to be made between the hours of 8 A.M. and 9 P.M.*
- *Telemarketers are required to maintain company-specific "Do-Not-Call" lists. When you receive an unwanted call from a telemarketer, simply say you want to be placed on its "Do-Not-Call" list. It is illegal for a telemarketer to call after you have asked to be placed on the "Do-Not-Call" list.*
- *Before you pay, the telemarketer must tell you the total cost of the goods and any restrictions on getting or using them. The telemarketer must disclose their refund policy and the fact that sales for goods or services having a sale price of $25.00 or more can be canceled within 3 full business days following the sale.*
- *In prize-promotions, telemarketers must tell you the odds of winning, that no purchase is necessary to win, and any restrictions or conditions to receive the prize.*
- *It is illegal for a telemarketer to withdraw money from your checking account, savings account or a similar account without your express verifiable authorization.*
- *It is illegal for telemarketers to misrepresent: any facts about the goods or services being offered; the earnings potential, profitability, risk or liquidity of an investment; the nature of a prize in a prize promotion scheme; or, any other material facts about the offer.*
- *You cannot be required to pay for any credit repair services, recovery of funds services, or any advance-fee loan services until after the services have been delivered.*

- *It is illegal for other businesses to assist fraudulent telemarketers if they know or consciously avoid knowing that the telemarketer or telemarketing business is engaged in a violation of law.*
- *Unsolicited fax advertisements are prohibited and all faxes must clearly identify the sender's name and the sending facsimile telephone number.*
- *All pre-recorded calls made using auto dialers must identify the caller, including the caller's telephone number and address.*
- *If a consumer decides to hang up on a pre-recorded call, he must be able to regain use of this phone for outgoing calls within 5 seconds of the hang up.*

Always be cautious about giving out your bank account numbers, credit account numbers, social security number or any other financial or personally identifiable information over the phone.

Timeshare Solicitation and Campground Memberships

Timeshare resorts and campground memberships have been heavily promoted in recent years as a means of enjoying "vacation home" benefits without the full costs incurred in acquiring a vacation home or permanent woodlands retreat for camping.

In effect, the purchaser "buys" a vacation resort unit or campground site for a specific portion of a year or a certain number of weeks per year, along with several other "buyers" who share the unit or campsite on a rotating basis.

However, some promoters have resorted to deceptive tactics and consequently, some restrictions have been placed on these transactions:

1-800-441-2555

- *All timeshare businesses operating in Pennsylvania must be registered with the State Real Estate Commission, which can be reached at 717-783-3658.*
- *Mailed solicitations must not be deceptive. They may not use symbols or colored envelopes or stationery that would mislead the recipient to believe that it came from a government body, a charity or was a negotiable instrument, such as a facsimile of a* check.
- *Contests must be legitimate and consumers cannot be misled to believe that their name was selected at random for a prize if such was not the case. Promoters must state the odds of winning in such a way that will not misrepresent the consumer's actual chances of winning a prize. Promotions must state the fair market value of the prize.*
- *Resorts often offer a "premium" in addition to the prize to all those who agree to travel to the facility for a tour and a sales promotion. Consumers must be informed both in writing and orally that such a tour is a condition of receiving the premium and the prize.*

- *The prize and any premiums must be equal in value and quality to what was described in the firm's mailed solicitations. Any fees charged for obtaining the merchandise promised must be disclosed in a clear and conspicuous manner.*

You may cancel a time-share contract within five (5) days after signing. However, you must do so in writing and send the cancellation by certified mail.

Those who believe a timeshare or campground membership promoter has violated these provisions should contact the Bureau of Consumer Protection.

Warranties... Guarantees... And Your Rights

Warranties and guarantees are a manufacturer's or seller's promise to stand behind its product or service.

On most major products, warranties must be:

- *Easy to read and understand.*
- *Available for consumers to look at before they buy the products.*
- *Labeled either "Full" or "Limited."*

A full warranty means:

- *A defective product will be fixed or replaced free of charge within a reasonable time.*
- *Consumers will not have to do anything unreasonable to get warranty service.*
- *If the product cannot be fixed, the consumer gets the choice of receiving a new product or a full refund.*
- *The warranty is good for anyone who owns the product during the warranty period.*

A limited warranty is anything that provides less coverage than a full warranty.

A limited warranty may:

- *Cover only parts and not labor.*
- *Cover only the initial owner.*
- *Allow charges for handling.*
- *Require you to return the product to the store.*

Implied warranties

While a product might not have a written warranty, under state law, consumers are guaranteed certain implied warranties. A "warranty of merchantability" comes automatically with every sale and is the seller's promise that a product is fit for its ordinary use.

A "warranty of fitness for a particular purpose" is created if a consumer buys a product relying on the seller's advice that it can be used for a particular purpose.

Beware of merchandise that is labeled "AS IS" or "NO WARRANTY."

This language is used to cancel all warranties and is also intended to apply to implied warranties.

A few general tips:

- *Read all warranties before making a purchase.*
- *Make certain any verbal promises by the salesperson are included in the written warranty and signed by the salesperson.*
- *Keep your sales slip, warranty, owner's manual and, when possible, original box or packing.*
- *Products with full warranties may cost more than those with limited warranties; however, it may be worthwhile to spend the additional money in order to acquire full protection.*

1-800-441-2555

Work-at-Home Schemes

Many newspapers, magazines and computer bulletin boards contain advertisements about consumer work-at-home plans which often promise fantastic monetary returns for a small investment.

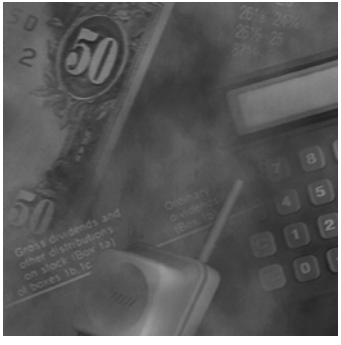
Two frequently used schemes are:

- *Addressing or stuffing envelopes*
  — **often, you must pay for the cards or envelopes used. You may not get any money unless someone buys the product being advertised in the card or envelope.**
- *Assembly or craft work*
  — **The company sells you instructions and materials for making items within your home and promises to purchase the finished product, provided your work is acceptable. The company may reject the product for not being up to its standards, leaving you the burden of selling the product yourself.**

Learn to recognize a work-at-home scheme.

Generally such projects include:

- *Promises of large profits for apparently little work or money.*
- *The payment of money to obtain additional information about the opportunity or to purchase products to be sold.*
- *Promises of exclusive territories and individualized training programs.*



Some tips:

- *Find out exactly what you must do in order to benefit from all that is promised in the advertisement.*
- *Get a complete description of all initial and future charges which you must pay.*
- *Get a description of any help the selling company will provide.*
- *If the advertisement was on a computer bulletin board, obtain a name, street address and telephone number, and then find out about the person or company.*
- *Learn about the company's procedures for handling complaints.*
- *Obtain a description of the conditions under which the contract may be changed by either party.*
- *Before committing yourself to any deal, talk with a lawyer and anyone who has been involved in a business similar to the one that interests you.*
- *Don't fool yourself; never believe you are going to make a lot of money without doing much work.*

Contact the Better Business Bureau in the region where the business is located to see if they have any complaints on file. Call the Bureau of Consumer Protection if you need assistance finding the phone number of the correct Better Business Bureau.

Notes

Bureau of Consumer Protection

14th Floor, Strawberry Square
Harrisburg, PA 17120
Phone: 717-787-9707
Fax: 717-787-1190

Pennsylvania Place
301 Chestnut Street, Suite 105
Harrisburg, PA 17101
Phone: 717-787-7109
Fax: 717-772-3560

801 Hamilton Street, 4th Floor
Allentown, PA 18101
Phone: 610-821-6690
Fax: 610-821-6529

171 Lovell Avenue, Suite 202
Ebensburg, PA 15931
Phone: 814-471-1831
Fax: 814-471-1840

21 South 12th Street, Second Floor
Philadelphia, PA 19107
Phone: 215-560-2414
Fax: 215-560-2494

214 Samter Building
101 Penn Avenue
Scranton, PA 18503
Phone: 570-963-4913
Fax: 570-963-3418

Renaissance Centre Ltd.
1001 State Street, Suite 1009
Erie, PA 16501
Phone: 814-871-4371
Fax: 814-871-4848

Sixth Floor, Manor Complex
564 Forbes Avenue
Pittsburgh, PA 15219
Phone: 412-565-5135
Fax: 412-565-5475

Health Care Unit

14th Floor, Strawberry Square
Harrisburg, PA 17120
Phone: 717-705-6938
887-888-4877
Fax: 717-787-1190

Consumer Protection Hotline:

1-800-441-2555

www.attorneygeneral.gov