

Table of Contents

- Purchasing A Vehicle
- Lemon Laws
- Credit Union Opt-Out Letter
- Registering Your Car In VA
- Bankruptcy
- Credit repair and Self Help
- Identity Theft
- Three Day Cooling Off Rule
- FTC Military Sentinel Consumer Protection
- Links to Consumer Agencies

Purchasing A Vehicle

1. Leave yourself time for the process: If at all possible, give yourself at least several days for the car buying process, if not a few weeks. You can only do all of the following steps if you have sufficient time. Above all, don't be pressured to sign a contract at the end of the day. At minimum, always plan on two trips to the dealer.
2. Investigate the car's history: Any seller has to have a title document to a car to sell it. Ask to see the title to see if it identifies previous owners, and how long the current seller has had the car. Because the federal odometer disclosure must be on the title of the car being sold, a seller has to eventually show this to you. Use www.carfax.com or other service (but these are not complete) to see what is available about how many times it has been titled, if it was ever branded flood or salvage, and odometer disclosures.
3. Investigate the car's current mechanical condition: Have a mechanic check the car over, ask to see repair orders from the seller, ask the seller about the car's history, ask for the title and try to contact prior owners if the dealer does not know its history.
4. Research the reasonable price for the car: Ask friends or neighbors what they would pay for the car or something similar; books like Consumer Reports, a NADA book, or other materials are available. Also, check the classified ads or www.cars.com, or www.autotrader.com, or www.edmunds.com for a similar car.
5. Shop the credit terms if you finance: Before you sign any credit contract, ask for a written copy of Truth In Lending Act disclosures and take it home to review. Then go to a bank, credit union, or other lenders, and obtain a similar disclosure about the terms for a loan from them to buy the car. Then, compare all the numbers to see which is the better deal for you. Although not always followed, federal law requires that you be given a copy of these disclosures before you sign. The purpose of that law is for you to take the copy home and compare terms. Do not sign any credit contract unless the dealer promises it is a final deal that will not be taken back. Never sign any conditional contract, bailment agreement, delivery agreement.
6. Read all the contract documents: Do not sign anything, and do not give a down payment or give possession of your trade-in until you know all the terms of the deal. Carefully review for anything marked as an option, and only get it if you wanted it.
7. Check that all terms, numbers, and promises are accurate and in writing: Any promise that is not in writing is extremely difficult to enforce. Always leave with the contract unsigned to review it elsewhere prior to signing.
8. Be sure that title is signed over to you by the seller: The only way to buy the car is to have the title held by the seller signed over to you. The federal Odometer Disclosure must be on that document. Whether or not you finance the sale, you must still see the actual title held by the seller and the seller must sign it over to you. Never buy a car from someone if they do not have title to the car they are selling.

DC, MD, and VA Lemon Law Links

- [DC - Lemon Law](#) Statue: Division VIII, Title 50, Subtitle II, Chapter 5
- [MD - Lemon Law](#) - Maryland Lemon Law Statutes
- [MD - Lemon Law](#) - Office of Attorney General - Your Rights Under Maryland's Lemon Law
- [VA - Lemon Law](#) - Virginia Lemon Law Statutes, Title 59.1, Chapter 17.3, §59.1-207.9 - §59.1-207.16
- [VA - Lemon Law](#) - Attorney General's Office
- [VA - Lemon Law](#) - Office of Consumer Affairs

Credit Bureaus: Sample Opt-Out Letter

Be sure to send your letter to ALL three credit bureaus.

Options Equifax, Inc. P.O. Box 740123 Atlanta, GA 30374-0123	Experian 901 West Bond Lincoln, NE 68521 Attn: Consumer Services Department	TransUnion Name Removal Option P.O. Box 505 Woodlyn, PA 19094
--	---	--

Date _____

To whom it may concern:

I request to have my name removed from your marketing lists. Here is the information you have asked me to include in my request:

FIRST, MIDDLE & LAST NAME

(List all name variations, including Jr., Sr., etc.)

CURRENT MAILING ADDRESS

PREVIOUS MAILING ADDRESS

(Fill in your previous mailing address if you have moved in the last 6 months.)

Note: not required by Equifax and Experian.

SOCIAL SECURITY NUMBER

Note: not required by Experian.

DATE OF BIRTH

Note: not required by Equifax and Experian.

Thank you for your prompt handling of my request.

SIGNATURE

Decal And Registration Requirements In Virginia

**Prepared by the
Legal Assistance Division, Office of the Staff Judge Advocate
U.S. Army Military District of Washington
Fort Myer, Virginia 22211
(703) 696-0761**

Decals Generally: Every vehicle garaged or parked in Virginia overnight must display a current decal on the windshield indicating personal property taxes have been paid to the jurisdiction and licensed in a state other than the Commonwealth of Virginia. This law applies to automobiles, trucks, motor homes, trailers, semi-trailers, motorcycles and boats. You must get your local decal within thirty (30) days of arrival or you are subject to a \$100.00 fine. Local police routinely issue tickets for failure to display a current decal after thirty (30) days in the jurisdiction.

Non-Resident ("Military") Decal or Resident ("Non-Military") Decal: Decals are issued by your local county or city offices listed below. The type of decal you need depends upon whether you are subject to personal property (ad valorem) taxes in the Virginia county or city where the vehicle is parked at night. The Servicemembers Civil Relief Act (SCRA) exempts qualifying active duty service members from paying the personal property (ad valorem) taxes while in Virginia. To qualify for an exemption from paying personal property (ad valorem) taxes under the provisions of the SCRA, two requirements must be met: (1) the vehicle must be titled only in the name of the active duty service member or spouse and (2) the service member and spouse must be a domiciliary of a state other than Virginia. If the vehicle is titled jointly with someone else (e.g. a parent who is not on active duty) then the vehicle is subject to all personal property taxes in the jurisdiction where the vehicle is parked each night. If there is no decal on the vehicle, the police will ticket the vehicle and the local tax authorities will collect the taxes due, including taxes from the time the vehicle entered Virginia, unless there is an exemption under the SCRA. Leased vehicles are also subject to the personal property tax, even if the active duty service member is a domiciliary of a state other than Virginia.

(If, for any reason, e.g. personal income taxes or personal property taxes, you are considering changing your tax domicile from a state other than Virginia to Virginia while you are living here, you may want to consult a Legal Assistance Attorney for advice before you make any changes.)

Domiciliary of Virginia: If your tax domicile is Virginia you are liable for personal property tax to Virginia and you are not exempt under the SCRA. The personal property tax is levied by the county or city of your domicile. Therefore, if your county or city domicile is other than where you currently live, you are liable for the personal property taxes to the tax jurisdiction of your domicile. If you wish to obtain a "military" or non-resident decal for the jurisdiction where your vehicle is parked each night, you must present proof that you have paid the taxes in the Virginia tax jurisdiction of your domicile. If you do not provide this proof, your vehicle is treated as "non-military" and you are liable for taxes in the locality where your vehicle is parked as a resident of that tax jurisdiction.

If You Park on Base Each Night: Although active duty service members who garage or park their vehicle on a military reservation in Virginia are not required to have a local decal on their vehicles, they may wish to obtain a decal to avoid being ticketed by the local police and having to go to court to prove their vehicle was located on a military base.

Points of Contact for Vehicle Decals: In Northern Virginia, it is relatively easy to obtain an annual decal. For your first decal you must appear in person at a county or city office with the following documents. (1) your current vehicle registration; (2) your current valid military ID card; and (3) your most recent Leave and Earning Statement (LES) showing your tax domicile and your Pay Entry Base Date. If your domicile is not a Virginia locality you will be issued a local decal for a small fee or no charge. Contact the jurisdiction in which you park your vehicle each night at the following telephone numbers to obtain an address where you can get a decal:

City of Alexandria: (703) 838-4560, no fee.

City of Fairfax: (703) 385-7882, no fee, no decal required as of April 2007.

City of Falls Church: (703) 248-5046, no decal is needed.

County of Arlington: no fee. Although you must get your first decal at the county office, you may obtain decals for subsequent years during September and October at the Provost Marshall's Office at Fort Myer. (703) 228-3344.

County of Fairfax: no fee, no decal required as of April 2007.

County of Prince William: (703) 792-6730, no fee.

Vehicle Registration: Vehicle registration is done at the Virginia Department of Motor Vehicles (VDMV). As an active duty service member you may register your vehicle in your state of domicile. If that state allows you to register it there or you may register as a non-resident in Virginia. Active duty service members may be able to save themselves some money by registering their vehicle in Virginia as a non-resident. This will save money if the service member's state of domicile charges a personal property tax and that state will pro-rate their registration fees and give the service member a refund when the vehicle is registered in Virginia as a non-resident under the SCRA.

Vehicle Safety Inspection: Before registering your car as either a resident or non-resident in Virginia you may be required to have a current Virginia safety inspection. Call the Department of Motor Vehicles (DMV) to determine if you need an inspection certificate before registering your vehicle. If a vehicle inspection is required for your vehicle it can only be done by facilities by the Commonwealth of Virginia to provide inspections.

Bankruptcy Overview

Bankruptcy is a legal proceeding which helps some people who cannot pay their bills get a fresh financial start by temporarily, or permanently, preventing creditors from collecting debts from you. Legal Assistance attorneys provide limited advice and assistance on bankruptcy. Generally, they may --

- explain bankruptcy,
- help you decide whether bankruptcy is right for you,
- explain military consequences, including security clearance issues and
- refer you to a bankruptcy attorney.

Personal bankruptcy generally is considered the debt management tool of last resort because the results are long-lasting and far-reaching. A bankruptcy stays on your credit report for 10 years, making it difficult to acquire credit, buy a home, get life insurance, or sometimes get a job. However, it is a legal procedure that offers a fresh start for people who can't satisfy their debts. Individuals who follow the bankruptcy rules receive a discharge—a court order that says they do not have to repay certain debts.

There are two primary types of personal bankruptcy: Chapter 13 and Chapter 7. Each must be filed in federal bankruptcy court. The current fees for seeking bankruptcy relief are \$160: a filing fee of \$130 and an administrative fee of \$30. Attorney fees are additional and can vary widely. The consequences of bankruptcy are significant and require careful consideration. Chapter 13 allows you, if you have a regular income and limited debt, to keep property, such as a mortgaged house or car, that you otherwise might lose. In Chapter 13, the court approves a repayment plan that allows you to pay off a default during a period of three to five years, rather than surrender any property.

Chapter 7, known as straight bankruptcy, involves liquidating all assets that are not exempt. Exempt property may include cars, work-related tools and basic household furnishings. Some property may be sold by a court-appointed official—a trustee—or turned over to creditors. You can receive a discharge of your debts under Chapter 7 only once every six years.

Both types of bankruptcy may get rid of unsecured debts and stop foreclosures, repossessions, garnishments, utility shut-offs, and debt collection activities. Both also provide exemptions that allow you to keep certain assets, although exemption amounts vary. Personal bankruptcy usually does not erase child support, alimony, fines, taxes, and some student loan obligations. Also, unless you have an acceptable plan to catch up on your debt under Chapter 13, bankruptcy usually does not allow you to keep property when your creditor has an unpaid mortgage or lien on it.

Credit Repair - Self-Help

You see the advertisements in newspapers, on TV, and on the Internet. You hear them on the radio. You get fliers in the mail. You may even get calls from telemarketers offering credit repair services. They all make the same claims:

"Credit problems? No problem!"

"We can erase your bad credit—100% guaranteed."

"Create a new credit identity—legally."

"We can remove bankruptcies, judgments, liens, and bad loans from your credit file forever!"

Do yourself a favor and save some money, too. Don't believe these statements. Only time, a conscious effort, and a personal debt repayment plan will improve your credit report.

You may find this information helpful on how you can improve your credit worthiness.

The Scam

Everyday, companies appeal nationwide to consumers with poor credit histories. They promise, for a fee, to clean up your credit report so you can get a car loan, a home mortgage, insurance, or even a job. The truth is, they can't deliver. After you pay them hundreds or thousands of dollars in up-front fees, these companies do nothing to improve your credit report; many simply vanish with your money.

The Warning Signs

If you decide to respond to a credit repair offer, beware of companies that:

- Want you to pay for credit repair services before any services are provided,
- Do not tell you your legal rights and what you can do—yourself—for free;
- Recommend that you not contact a credit bureau directly;
- Suggest that you try to invent a "new" credit report by applying for an Employer Identification Number to use instead of your Social Security Number; or
- Advise you to dispute all information in your credit report or take any action that seems illegal, such as creating a new credit identity. If you follow illegal advice and commit fraud, you may be subject to prosecution.

You could be charged and prosecuted for mail or wire fraud if you use the mail or telephone to apply for credit and provide false information. It's a federal crime to make false statements on a loan or credit application, to misrepresent your Social Security Number, and to obtain an Employer Identification Number from the Internal Revenue Service under false pretenses. Under the Credit Repair Organizations Act, credit repair companies cannot require you to pay until they have completed the promised services.

The Truth

No one can legally remove accurate and timely negative information from a credit report. But the law does allow you to request a reinvestigation of information in your file that you dispute as inaccurate or incomplete. There is no charge for this. Everything a credit repair clinic can do for

you legally, you can do for yourself at little or no cost. According to the Fair Credit Reporting Act:

- You are entitled to a free copy of your credit report if you've been denied credit, insurance or employment within the last 60 days. If your application for credit, insurance, or employment is denied because of information supplied by a credit bureau, the company you applied to must provide you with that credit bureau's name, address, and telephone number.
- You can dispute mistakes or outdated items for free. Ask the credit reporting agency for a dispute form or submit your dispute in writing, along with any supporting documentation. Do not send them original documents.

Clearly identify each item in your report that you dispute, explain why you dispute the information, and request a reinvestigation. If the new investigation reveals an error, you may ask that a corrected version of the report be sent to anyone who received your report within the past six months. Job applicants can have corrected reports sent to anyone who received a report for employment purposes during the past two years.

When the reinvestigation is complete, the credit bureau must give you the written results and a free copy of your report if the dispute results in a change. If an item is changed or removed, the credit bureau cannot put the disputed information back in your file unless the information provider verifies its accuracy and completeness, and the credit bureau gives you a written notice that includes the name, address, and phone number of the provider.

You also should tell the creditor or other information provider in writing that you dispute an item. Many providers specify an address for disputes. If the provider then reports the item to any credit bureau, it must include a notice of your dispute. In addition, if you are correct—that is, if the information *is* inaccurate—the information provider may not use it again. If the reinvestigation does not resolve your dispute, have the credit bureau include your version of the dispute in your file and in future reports. Remember, there is no charge for a reinvestigation.

Reporting Negative Information

- Accurate negative information generally can be reported for seven years, but there are exceptions:
- Bankruptcy information can be reported for 10 years;
- Information reported because of an application for a job with a salary of more than \$75,000 has no time limitation;
- Information reported because of an application for more than \$150,000 worth of credit or life insurance has no time limitation;
- Information concerning a lawsuit or a judgment against you can be reported for seven years or until the statute of limitations runs out, whichever is longer; and
- Default information concerning U.S. Government insured or guaranteed student loans can be reported for seven years after certain guarantor actions.

The Credit Repair Organizations Act

By law, credit repair organizations must give you a copy of the "Consumer Credit File Rights

Under State and Federal Law" before you sign a contract. They also must give you a written contract that spells out your rights and obligations. Read these documents before signing the contract. The law contains specific protections for you. For example, a credit repair company cannot:

- make false claims about their services;
 - charge you until they have completed the promised services; or
 - perform any services until they have your signature on a written contract and have completed a three-day waiting period. During this time, you can cancel the contract without paying any fees.
- Your contract must specify:

- the payment terms for services, including their total cost;
- a detailed description of the services to be performed;
- how long it will take to achieve the results;
- any guarantees they offer; and
- the company's name and business address.

Have You Been Victimized?

Many states have laws strictly regulating credit repair companies. States may be helpful if you've lost money to credit repair scams.

If you've had a problem with a credit repair company, don't be embarrassed to report them. While you may fear that contacting the government will only make your problems worse, that's not true. Laws are in place to protect you. Contact your local consumer affairs office or your state attorney general (AG). Many AGs have toll-free consumer hotlines. Check with your local directory assistance. See also <http://www.ftc.gov/bcp/online/pubs/credit/repair.htm>.

Identity Theft

Identity theft occurs when someone uses your name, Social Security number, credit card number, or some other identifying information for their own use. It occurs when someone takes your personal information without your knowledge to commit fraud or theft.

Identity theft victims know that it can sometimes take considerable time and effort to clear up credit and other personal records. The Federal Trade Commission recently launched an ID Theft Affidavit to simplify filing an ID Theft complaint. Exactly which steps a victim should take will vary depending upon individual circumstances and how the identity was misused. *However, there are three basic actions you should take in almost all cases:*

- If you haven't already done so, immediately contact the fraud departments of each of the three major credit bureaus, as explained in Identity Crisis... What to Do If Your Identity Is Stolen (alert), and report the matter. The credit bureaus will send copies of your credit report(s) so you may review the credit reports carefully to make sure no additional fraudulent accounts were opened in your name or unauthorized changes made to existing accounts. You should also request that the credit reporting agencies place a fraud alert in the file, as well as a victim's statement asking that creditors call before opening any new accounts or changing existing accounts.
- For any accounts that have been fraudulently accessed or opened, contact the security departments of the appropriate creditors or financial institutions (e.g., the credit card company that issued the fraudulent credit card or the bank that holds the account that the identity thief accessed).
- File a report with local police, and get a copy of the report in case the bank, credit card company, or others involved need proof of the crime.
- You can also file a complaint with the Federal Trade Commission. Military Families can file through Military Sentinel while non-military families can use Consumer Sentinel.

ID Theft Victim Rights Under Federal Credit Laws:

Some of these can help undo some of the identity theft damage. These rights include:

Under the Fair Credit Reporting Act:

- You have the right to receive your credit report. You are entitled to receive the report free of charge if your report is inaccurate because of fraud.
- You have the right to dispute errors in your credit report. Once you notify them, the credit bureau and the company that furnished the inaccurate information to the credit bureau must investigate the disputed information. The credit bureau is required to remove incorrect information from your report.

Under the Truth-In-Lending Act and the Fair Credit Billing Act

- If you report to the credit card issuer that your credit card is lost or stolen, you cannot be held responsible for more than \$50 of unauthorized charges.

- You have the right to dispute errors on your credit card bill. If you send a written notice to the credit card issuer within 60 days, it must investigate and either correct the error or explain why the bill is believed to be correct within two billing cycles or 90 days, whichever is less.

Under the *Electronic Fund Transfer Act*:

- You have the right to dispute errors on your electronic fund transfer account statements. If you send a written notice to the issuing financial institution within 60 days, it must investigate and either correct the error or explain why the account statement is believed to be correct within thirteen business days. In some cases, if the institution needs more time, it may take up to 45 days to complete the investigation.

Under the *Fair Debt Collection Practices Act*:

- If a debt collector contacts you about a debt that you believe you do not owe, you have the right to file a dispute with the debt collector. If you do so in writing within thirty days of the collector's initial contact with you, the collector is required to stop all collection efforts until the debt is verified and the verification is sent to you.

The FTC *IdentityTheft web site* has more detail on Identity Theft, including steps to take to protect against identity theft, and how to respond to specific types of identity theft. In addition, one or more of these publications may be useful depending on the client's situation.

Three-Day Cooling Off Rule

If you buy something at a store and later change your mind, you may not be able to return the merchandise. But if you buy an item in your home or at a location that is not the seller's permanent place of business, you may have the option. The Federal Trade Commission's (FTC's) Cooling-Off Rule gives you three days to cancel purchases of \$25 or more. Under the Cooling-Off Rule, your right to cancel for a full refund extends until midnight of the third business day after the sale.

The Cooling-Off Rule applies to sales at the buyer's home, workplace or dormitory, or at facilities rented by the seller on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds and restaurants. The Cooling-Off Rule applies even when you invite the salesperson to make a presentation in your home.

Under the Cooling-Off Rule, the salesperson must tell you about your cancellation rights at the time of sale. The salesperson also must give you two copies of a cancellation form (one to keep and one to send) and a copy of your contract or receipt. The contract or receipt should be dated, show the name and address of the seller, and explain your right to cancel. The contract or receipt must be in the same language that's used in the sales presentation.

Some Exceptions

Some types of sales cannot be canceled even if they do occur in locations normally covered by the Rule. The Cooling-Off Rule does not cover sales that:

- are under \$25;
- are for goods or services not primarily intended for personal, family or household purposes. (The Rule applies to courses of instruction or training.);
- are made entirely by mail or telephone;
- are the result of prior negotiations at the seller's permanent business location where the goods are sold regularly;
- are needed to meet an emergency. Suppose insects suddenly appear in your home, and you waive your right to cancel;
- are made as part of your request for the seller to do repairs or maintenance on your personal property (purchases made beyond the maintenance or repair request are covered).

Also exempt from the Cooling-Off Rule are sales that involve:

- real estate, insurance, or securities;
- automobiles, vans, trucks, or other motor vehicles sold at temporary locations, provided the seller has at least one permanent place of business;
- arts or crafts sold at fairs or locations such as shopping malls, civic centers, and schools.

How to Cancel

To cancel a sale, sign and date one copy of the cancellation form. Mail it to the address given for cancellation, making sure the envelope is post-marked before midnight of the third business day after the contract date. (Saturday is considered a business day; Sundays and federal holidays are not). Because proof of the mailing date and proof of receipt are important, consider sending the cancellation form by certified mail so you can get a return receipt. Or, consider hand delivering

the cancellation notice before midnight of the third business day. Keep the other copy of the cancellation form for your records.

If the seller did not give cancellation forms, you can write your own cancellation letter. It must be post-marked within three business days of the sale.

You do not have to give a reason for canceling your purchase. You have a right to change your mind.

If You Cancel

If you cancel your purchase, the seller has 10 days to:

- cancel and return any promissory note or other negotiable instrument you signed;
- refund all your money and tell you whether any product you still have will be picked up; and
- return any trade-in.

Within 20 days, the seller must either pick up the items left with you, or reimburse you for mailing expenses, if you agree to send back the items.

If you received any goods from the seller, you must make them available to the seller in as good condition as when you received them. If you do not make the items available to the seller -- or if you agree to return the items but fail to -- you remain obligated under the contract.

Problems

If you have a complaint about sales practices that involve the Cooling-Off Rule, write:

Consumer Response Center
Federal Trade Commission
Washington, D.C. 20580

The Rules' complete name and citation are: Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations; 16 CFR Part 429.

You also may wish to contact a consumer protection office in your city, county, or state. Some state laws give you even more rights than the FTC's Cooling-Off Rule, and some local consumer offices can help you resolve your complaint.

In addition, if you paid for your purchase with a credit card and a billing dispute arises about the purchase (for example, if the merchandise shipped was not what you ordered), you can notify the credit card company that you want to dispute the purchase. Under the Fair Credit Billing Act, the credit card company must acknowledge your dispute in writing and conduct a reasonable investigation of your problem. You may withhold payment of the amount in dispute, until the dispute is resolved. (You are still required to pay any part of your bill that is not in dispute.) To protect your rights under the Fair Credit Billing Act, you must send a written notice about the problem to the credit card company at the address for billing disputes specified on your billing statement within 60 days after the first bill containing the disputed amount is mailed to you. If the 60-day period has expired or if your dispute concerns the quality of the merchandise

purchased, you may have other rights under the Act. If you have questions about the Fair Credit Billing Act, write for the free brochure entitled Fair Credit Billing. Write:

Consumer Response Center
Federal Trade Commission
Washington, D.C. 20580

FTC Military Sentinel Consumer Protection

<http://www.ftc.gov/sentinel/military/index.shtml>

Links to selected Federal and State Consumer agencies with enforcement and/or complaint-handling duties for products and services used by the general public.

U.S. Consumer Gateway: <http://www.consumer.gov/>, an Internet resource for consumer information from the Federal government. This site helps you locate information by category -- such as Food, Health, Product Safety, Your Money, and Transportation. Each category has subcategories to direct you to areas within individual federal web sites containing related information. It also has information on fraudulent and deceptive practices in the market place and important law-enforcement information and tips to avoid scams.

Federal Trade Commission's Consumer Protection Page.

National Consumers League: <http://www.natlconsumersleague.org/welcome.html>. The National Consumers League is a private, nonprofit advocacy group representing consumers on marketplace and workplace issues. The nation's oldest consumer organization, it seeks to identify, protect, represent, and advance the economic and social interests of consumers and workers.

The Fair Credit Reporting Act (FCRA), enforced by the Federal Trade Commission (FTC), is designed to promote accuracy and ensure the privacy of the information used in consumer reports. The FCRA gives you rights and places requirements on CRAs used in consumer reports.

The FCRA gives you rights and places requirements on CRAs. Businesses that supply information about you to CRAs and those that use consumer reports also have responsibilities under this law. Have you ever applied for a charge account, a personal loan, insurance, or a job? If so there is a file about you containing information on where you work and live, how you pay your bills, and whether you've been sued, arrested, or filed for bankruptcy. Consumer Reporting Agencies (CRAs) gather and sell this information in "credit reports". The most common type of CRA is the credit bureau. Click to find a summary of your rights under the FCRA.

Fair Debt Collection Practices Act prohibits debt collectors from engaging in unfair, deceptive, or abusive practices, including over-charging, harassment, and disclosing consumers' debt to third parties. If you fall behind in repaying your creditors, or an error is made on your accounts, you may be contacted by a "debt collector." In either situation, the Fair Debt Collection Practices Act requires that debt collectors treat you fairly and prohibits certain methods of debt collection.

Of course, the law does not erase any legitimate debt you owe. This site answers commonly asked questions about your rights under the Fair Debt Collection Practices Act.