

**Office of the
Attorney General**

Idaho Consumer Protection Manual



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LAWRENCE WASDEN
Attorney General of Idaho
Statehouse
Boise, ID 83720-0010
www.ag.idaho.gov



State of Idaho

Office of Attorney General

Lawrence Wasden

Dear Fellow Idahoan:

Consumer fraud is a serious problem in Idaho, but, fortunately, it is often a preventable problem. As your Attorney General, I am committed to working with you to prevent fraud. I will also vigorously enforce Idaho's consumer protection laws.

As a consumer, you can protect yourself from fraud by understanding your rights and by making informed and intelligent decisions.

My office publishes the Idaho Consumer Protection Manual in order to help you avoid fraud and to assist you in exercising your rights if you become a victim of consumer fraud. I hope that it helps you become informed about topics of consumer interest.

In addition to this overview manual, my office fulfills its legislatively assigned consumer education mission by publishing additional materials providing more detail on specific topics. All of the publications are available at

no cost to you through the Consumer Protection Unit and on my website at www.ag.idaho.gov.

If you have been a victim of consumer fraud, I encourage you to contact my Consumer Protection Unit. The statewide, toll-free number is 800-432-3545. In the Boise area, please call 334-2424. TDD service for the hearing impaired is available. We also have Language Line translation services for Idahoans who do not speak English.

Informed consumers are Idaho's best defense against consumer fraud.

LAWRENCE WASDEN
Attorney General

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MISSION STATEMENT

The Attorney General's Consumer Protection Unit enforces Idaho's Consumer Protection, Telephone Solicitation, Pay-Per-Telephone Call, Charitable Solicitation, and Competition Acts. These laws protect consumers, businesses, and the marketplace from unfair or deceptive acts and practices. The Consumer Protection Unit seeks to fulfill this charge efficiently and economically through education, mediation, and enforcement.

WHAT IS THE CONSUMER PROTECTION UNIT?

The Consumer Protection Unit is part of the Civil Litigation Division of the Office of Attorney General. The Consumer Protection Unit enforces the Idaho Consumer Protection Act, the Idaho Telephone Solicitation Act, the Idaho Pay-Per-Telephone Call Act, the Idaho Charitable Solicitation Act, the Idaho Competition Act, and related rules on behalf of the State of Idaho. You can read these laws and rules on the Attorney General's Internet site. The direct link is www.idaho.gov/ag/consumer/statutes&rules.htm.

The Consumer Protection Unit also helps consumers and businesses resolve disputes.

In 1971, the Idaho Legislature passed the Consumer Protection Act to protect consumers and businesses

against unfair methods of competition and unfair or deceptive business practices. The Office of Attorney General, as authorized by the legislature, has promulgated rules interpreting the Consumer Protection Act.

The Attorney General enforces the Consumer Protection Act on behalf of the State of Idaho. The Consumer Protection Unit investigates complaints involving ongoing patterns of illegal activity in trade and commerce, with emphasis on the most serious cases involving widespread injury to Idaho consumers.

The Consumer Protection Act also allows consumers to seek legal remedies through private lawsuits.

The Consumer Protection Act encourages consumers who have been damaged by deceptive trade practices to seek redress. A court may award the consumer a minimum recovery of \$1,000, recovery of attorney fees and, at the judge's discretion, costs and punitive damages, upon the showing of a violation of the Consumer Protection Act or the Idaho Rules of Consumer Protection and a loss to the consumer.

HOW TO CONTACT THE CONSUMER PROTECTION UNIT

You can call the Consumer Protection Unit toll free from any location in Idaho. In the Boise calling area,

our number is 334-2424. Outside the Boise area, call (800) 432-3545.

The Consumer Protection Unit is located in the lower level of the Len B. Jordan Building, 650 W. State, Boise. Our hours are 8:00AM to 5:00PM (Mountain Time) Monday through Friday.

Our mailing address is:

Office of the Attorney General
Consumer Protection Unit
P.O. Box 83720
Boise, ID 83720-0010

Consumers wishing to file a complaint must complete a written complaint form and return it to the Boise office. You will find a “print and mail” complaint form on the Attorney General’s Internet site, www.ag.idaho.gov or you may call us and we will mail a complaint form to you.

WHAT THE CONSUMER PROTECTION UNIT DOES

The Consumer Protection Unit helps protect individuals and businesses from deceptive practices by working in three major areas:

- *CONSUMER EDUCATION*
- *COMPLAINT MEDIATION*
- *LITIGATION*

CONSUMER EDUCATION

The Consumer Protection Unit aids consumers by helping Idahoans help themselves. We focus our educational efforts on:

- Helping consumers learn to prevent a problem from occurring; and
- Helping consumers learn how to deal with a problem that has occurred.

To accomplish these goals, the Consumer Protection Unit sponsors television and radio public service announcements, publishes pamphlets on consumer topics, informs the media about current scams, and makes presentations to community groups. To schedule an educational presentation, please call the Consumer Protection Unit.

MEDIATION OF COMPLAINTS

Mediation relies on the voluntary cooperation of both sides of a complaint--usually a business and a consumer. Each of our Consumer Specialists acts as a "go between" or buffer for the parties who may find it difficult to communicate with one another directly. Because of the large number of complaints we receive, almost all of the mediation is accomplished by correspondence. A consumer specialist forwards a consumer's written complaint to the business along with a letter requesting a response from the business. Mediation will often resolve the consumer's complaints.

When mediation is not successful, the complaining party may choose to consult with a private attorney and consider pursuing legal action privately.

LITIGATION

The Consumer Protection Unit files lawsuits on behalf of the State of Idaho as determined by the Attorney General on a case-by-case basis. Three statutory requirements must be met before the Attorney General can begin a consumer protection lawsuit:

- The Attorney General must have reason to believe that a person is using, has used, or is about to use any method, act or practice in violation of the Act;
- Legal proceedings must be in the public interest;¹ and
- Except in limited circumstances, the Attorney General must have allowed the business or individual the opportunity of entering into an Assurance of Voluntary Compliance or Stipulation and Consent Judgment.

Once the Attorney General determines that litigation is warranted, the methods used to stop the illegal act may

¹ Some of the factors that Attorney General considers in making this determination are: 1) potential numbers of victims (i.e., statewide or regional significance); 2) dollar amount involved; 3) the offensiveness or outrageousness of the acts; and 4) likelihood of continued violations of the Act without state intervention.

vary. The Attorney General is authorized to seek injunctions, restitution, civil penalties and other remedies.

WHAT THE CONSUMER PROTECTION UNIT DOES NOT DO

The Attorney General's Office cannot provide legal advice or opinions to individuals or businesses. Tip sheets, brochures, and news releases are available to the public, but our only client is the State of Idaho. The Consumer Protection Unit may act only for the public interest. We cannot represent the interests of private individuals.

PROTECTING YOURSELF FROM CONSUMER FRAUD

GENERAL RULES

Before you make a major purchase, we recommend you read this manual and consider these ten tips for consumer survival:

- If it seems too good to be true, it probably is.
- Read. Ask questions. Comparison shop. Know the market.
- Insist that all claims, promises, and warranties be in writing.
- Never sign anything you haven't read or don't understand.

- Cool off for 24 hours **before** you buy. In most cases you don't have the right to change your mind after you make a major purchase.
- Never give your credit card or checking account number to a telephone or mail solicitor if you don't know or trust the company.
- Obtain written estimates before you have any repairs made.
- Know whom to call for help. Check with your local Better Business Bureau or the Attorney General's Consumer Protection Unit.
- Keep receipts, sales slips and warranties for as long as you own the product.
- Remember, it is your money. Don't be intimidated. You can always take your business elsewhere.

If you are already involved in a transaction you believe might violate the Consumer Protection Act, gather all the written information you have pertaining to the problem. This may include advertisements, brochures, contracts, letters, warranties, and other documents. Write a short statement about what happened to you. Include the name of the company, how much money you paid, how much you owe, with whom you spoke, when the transaction took place, names of witnesses, and other important information. This information will be important in contacting the business, as outlined below.

CONTACTING THE BUSINESS

Many consumer problems can be quickly and satisfactorily resolved by contacting the business directly. These suggestions might make your contact with the business more efficient and productive:

Calling Or Visiting The Business

- Be prepared. Have ready all the information you will need to explain the problem.
- Speak to the person with the authority to grant the remedy you desire and make a note of his or her name.
- Be polite but firm.
- Concisely state the problem and what you would like done.
- Conclude the call with a restatement of what has been agreed.
- Make written notes about the call.
- Write a letter to confirm the conversation and the substance of any agreement.

Writing A Letter To The Business

- Write a neat business letter, typed if possible.
- Address it to the person with the authority to grant the remedy you desire.

- Supply the necessary facts, including identification of the goods, what happened, your previous attempts to get satisfaction, the remedy you desire and any serious consequences you have suffered because of the problem.
- Maintain a calm, rational tone.
- Request specific action by a specific date.
- Keep your letter short.
- Enclose copies (not originals) of receipts, contracts or other relevant information.
- Make a copy of your letter and save it.
- Send the letter certified mail, return receipt requested.

FILING A COMPLAINT

If the business has engaged in false, misleading, deceptive, or unconscionable acts or practices, the Consumer Protection Unit may be able to help. You should contact the business directly and try to resolve your dispute before contacting the Consumer Protection Unit. If your contact with the business has been unsuccessful, you may file a complaint with the Consumer Protection Unit. You can obtain a complaint form from the Attorney General's website at www.ag.idaho.gov or by calling the Consumer Protection Unit. The Consumer Protection Unit cannot give you specific legal advice and it cannot act as your private attorney. However, we will contact the business

in writing and ask for a response to your complaint. This frequently takes several weeks and sometimes may take months.

Because of the large number of complaints received each day by the Unit, your complaint *must be in writing*.

In stating your complaint, be specific. If your statement is too long to fit in the space provided, use additional paper. Include the details about representations you believe are deceptive, misleading or false. State the kind of relief you are seeking from the business, such as an exchange, a repair, or a refund. Attach **copies** of relevant papers such as contracts, invoices, brochures and canceled checks. **Do not send any original documents.** Be sure to sign and date the complaint form before mailing it to the Consumer Protection Unit.

NOTE: We will send your complaint to the business that is the subject of your complaint, unless you specifically ask us not to forward it. Your complaint will also become part of the Consumer Protection Unit's permanent records and will be available to the public under Idaho's Public Records Law.

PRIVATE CAUSE OF ACTION - SMALL CLAIMS COURT

Every county in Idaho has a small claims court in which claims for up to \$4,000 may be brought against any Idaho resident. The lawsuit must be filed in the county where the defendant resides or in the county where the dispute arose. While they are official court cases, small claims hearings are designed to be quick and somewhat informal - to provide parties with an inexpensive method of settling minor claims. Information on "How to File or Defend a Suit in the Idaho Small Claims Departments" is available from the district court clerk's office in each county, or from the Administrative Office of the Courts, 451 W. State, Boise, Idaho 83702.

Attorneys may not represent clients in small claims court. However, before you decide to bring an action in small claims court, you may be wise to seek a private attorney's advice on how to proceed with a private cause of action under the Consumer Protection Act.

MOTOR VEHICLES

BUYING A NEW CAR

Before you start shopping for a new car, determine what you can afford to pay. Then stick to your budget. Learn the true value of the vehicle you are considering before beginning to discuss trade-in values and credit terms. Negotiate the purchase price, trade-in, and financing

separately. These are really three separate transactions. Check with several financing sources before you purchase a vehicle on credit.

Be wary of automobile dealers who adjust the figures on your trade-in to "make the deal look better to the bank." This is an illegal activity intended to deceive the bank into believing it is adequately secured on the loan when it is not. If the dealer suggests this type of unlawful activity, walk away. If you enter into this type of illegal transaction you are most likely "getting in too deep." If you can't make your payments, your car may be repossessed and you could be required to pay the remaining balance and other fees after the vehicle is resold.

Don't allow pressure, guilt, or intimidation to influence your decision and don't be pressured into buying something you don't want or need. It is always a good idea to comparison shop before making your decision to purchase. A great offer today will most likely still be available tomorrow or next week. Take your time. Wait a day or two before you make a final decision. You can avoid buyer's remorse after-the-fact by being a smart shopper before-the-fact.

Idaho does not have a "cooling off" period applicable to vehicle purchases. Do not be misled into thinking you can buy a car and then cancel the purchase contract within three (3) business days if you change your mind.

Read and understand the new car warranty before you buy. The Federal Trade Commission requires the dealer to make all warranties available prior to the sale. Inspect the vehicle before you take delivery. If you find any problems, refuse delivery until they are corrected. Do not accept oral promises such as, "We'll take care of those problems at the first service." Oral promises are difficult to prove and enforce. Insist that all promises and warranties be made in writing.

Some, but not all, Idaho automobile dealers charge a "dealer documentation fee" for completing sales paperwork. A "dealer documentation fee" is not a state imposed fee. It is unlawful for a dealer to charge such a fee if it has not been clearly and conspicuously disclosed in connection with the advertised price.

BUYING A USED CAR

Federal law requires used car dealers to display a "Buyers Guide" sticker on each used car. The Buyers Guide gives you important information and suggestions to consider, including:

- whether the vehicle comes with a warranty and, if so, what specific protection the dealer will provide;
- whether the vehicle comes with no warranty ("as is") or with implied warranties only;
- that you should ask to have the car inspected by an independent mechanic before you buy;

- that you should get all promises in writing; and
- what some of the major problems are that may occur in any car.

Before you buy a used car, find out as much as you can about the car's history and maintenance record. **Remember, there is no three-day "cooling off" period when purchasing a new or used car.** If a used car is sold "as is" there is no express or implied warranty. If the dealer makes oral promises, make sure the dealer writes those promises into the Buyers Guide before you sign it. Keep copies of all warranties. Without them you may have no recourse against the seller if you have problems with the car.

In 1972, Congress passed the Anti-Tampering Odometer Law to protect car buyers from the deceptive practice of concealing a car's true mileage by turning back or disconnecting the odometer. The Act also prohibits odometer fraud. Every seller of a motor vehicle must provide, at the time of sale, a written statement which includes the following information:

- the odometer reading at the time of the transfer;
- the date of the transfer;
- the seller's name, address and signature;
- the make, body type, year, model, and vehicle identification number;

- a statement certifying that the seller is complying with the Motor Vehicle Information and Cost Savings Act of 1972 and is aware of his civil liability under this provision; and
- if the seller has reason to believe that the mileage reading on the odometer is incorrect, the disclosure statement must indicate that the actual mileage traveled is unknown. The term "seller" includes any person who transfers a motor vehicle, whether by purchase, gift, or any other means.

IDAHO'S LEMON LAW

Idaho's Lemon Law governs motor vehicles that are subject to a manufacturer's written warranty. If your motor vehicle is a "lemon," the manufacturer is required to replace it with a comparable new vehicle or refund the purchase price, including the value of any trade-in, not to exceed one hundred five percent (105%) of the manufacturer's suggested retail price of the motor vehicle. The manufacturer may deduct a reasonable charge for your use of the vehicle.

To be considered a "lemon," the vehicle must have a defect that substantially impairs its use, value, or safety, and the manufacturer, its agent, or dealer must not have been able to correct the problem after a reasonable number of attempts. The vehicle is not considered a "lemon" if your abuse, neglect, or unauthorized

modifications or alterations of the vehicle caused the problem.

The law presumes the manufacturer had a reasonable number of attempts to repair the motor vehicle, if, within two years of the date the buyer took delivery of the motor vehicle or 24,000 miles (whichever comes first), the vehicle was in for repairs for the same problem at least four times, or it was out of service because of repairs for a total of 30 or more business days. You may still have a lemon law claim if repairs occur after 24,000 miles or two years but before the manufacturer's warranty expires, provided that you first reported the problem to the manufacturer, its agent, or authorized dealer during the term of the vehicle's applicable express warranty. However, this type of claim will be much harder to prove.

To qualify under Idaho's Lemon Law, your motor vehicle:

- must have been purchased or licensed in the state of Idaho;
- must be subject to the manufacturer's written warranty;
- must be a motor vehicle weighing 12,000 lbs. or less; and
- must normally be used for personal, family or household purposes.

If you need to have your vehicle repaired during the warranty period, it is important to get repair orders for all warranty work performed. This will help you preserve your legal remedies under Idaho's Lemon Law. Ask for detailed repair orders. Keep them in a file. Be sure the repair orders indicate how many days the motor vehicle was in the shop, and that the repair orders describe the problem(s) in detail. Make sure that the same description is used on the repair order each time the motor vehicle goes in for the same problem.

Idaho's Lemon Law provides a private cause of action. The Attorney General's Office does not represent consumers with Lemon Law claims. However, more information is available in a separate publication available from the Consumer Protection Unit.

REPAIRING A CAR

When you leave your car with a mechanic for repairs, you should expressly limit the dollar amount you authorize for repairs, improvements, or services. It is an unfair and deceptive practice for the provider of the repairs, improvements, or service to exceed that limit without first obtaining your express oral or written consent.

Remember, however, that if you request an estimate for the cost of repair, it is just an approximation of the amount that may be involved in the repair work. When the work is actually done, the cost may be more or less

than was estimated. If your car needs unforeseen repairs or improvements that would unreasonably or substantially increase the originally estimated cost, the repair person must obtain your oral or written authorization before performing and charging you for the additional repairs. If the repairperson fails to obtain your authorization for the additional costs of repair, you are not legally obligated to pay those additional costs under the Consumer Protection Act and related rules.

You are entitled to get your old parts back if you so request when new parts were installed unless the replacement was made under a warranty or unless the price of the new parts was reduced in consideration for keeping the old parts.

You are entitled to an itemized billing or a copy of the work order if you ask for one, unless you agreed in a contract to be billed on a lump sum basis.

REPAIRING OR REMODELING YOUR HOME

RESIDENTIAL CONSTRUCTION

When hiring a general contractor for residential construction or home improvement, you should consider several items. Idaho does not require contractors to be licensed, so it is up to you to learn about the contractor's track record before you sign the contract.

Before you hire a contractor, you must first decide what work is to be done, what it will realistically take to do

the job, how much you are willing to spend, and what type of professional is needed. The most frequent consumer complaints occur because of cost overruns, missed deadlines, and disputes over the quality of workmanship. Sometimes the problems may not be noticeable when the work is completed, but will show up later.

HOW TO CHOOSE A CONTRACTOR

Select a general contractor with great care and consider the following:

1. Ask friends for recommendations.
2. Ask the general contractor for the company's full business name, address and telephone number. Verify the information independently. A post office box, with no street address, is not acceptable.
3. Check with the Better Business Bureau (BBB) where the contractor's business is located to see if any complaints have been filed against the company. Ask if there are any unresolved cases and how long the contracting company has been in business under its current name. Unfortunately, some of the less reputable companies may frequently change names in order to avoid being located.

4. Check the records at the county magistrate court and district court to see if any claims have been filed against the contractor or company.
5. Ask if the contractor is a member of a professional or trade association that has a code of ethics and a process to arbitrate disputes, such as the Idaho Building Contractors Association. The association is located at 802 W. Bannock, Boise ID 83702. You can call the association at (888) 284-4222
6. Ask for a list of previous customers whom you can contact for references on the contractor's work. Take the time to contact them.
7. Compare construction costs by getting written itemized estimates or bids from several contractors. Each estimate should describe the same building specifications, materials, and time frame for completion.
8. Verify prices for building materials quoted in the estimate by contacting building supply companies. You may also ask the supply company about previous dealings with a prospective contractor.
9. Be cautious if a contractor tries to pressure you into quickly signing a contract.
10. Do not automatically select the lowest bidder.

11. Beware of:

- Unknown or out-of-town businesses in unmarked trucks or vans.
- Door-to-door salespeople and telephone solicitors promising quick jobs and bargain prices.
- Anyone offering a bargain rate because their “equipment is already in the neighborhood.”

Before choosing a contractor, it is a good idea to ask at least three contractors to estimate the cost of your project. This is normally a free service. If the estimates fit your budget, the next step is to request a formal proposal from the contractors. This is called asking for a bid. In order for a contractor to be able to provide an accurate bid, the consumer must know what work is to be done. Plans should be quite firm and include the quality of materials desired. Miscommunication or lack of clear instruction can jeopardize bid accuracy.

If you are going to borrow money to complete your home repairs or addition, you need to know if the bank or finance company is acquiring a security interest (such as a deed of trust or a mortgage) in your real estate. A security interest gives the lender the right to foreclose on your property and sell it if you default on the loan.

If a salesperson comes to your home to sell home remodeling, siding, roofing or gutters, never sign a contract or authorize such work to commence before

you compare the cost with estimates from other local firms. Check the reputation of the contractor by contacting the local Better Business Bureau and the Attorney General's Office.

IDAHO GENERAL CONTRACTOR STATUTE

Idaho's general contractor statute provides that the general contractor must give the homeowner or residential real property purchaser a disclosure statement before the general contractor enters into a contract that exceeds \$2,000. The disclosure statement must inform the homeowner or residential real property purchaser that the homeowner has a right to:

- require the general contractor to obtain lien waivers from any subcontractors working with the general contractor (at the expense of the general contractor);
- ask the general contractor for proof of general liability insurance and workers compensation insurance;
- purchase an extended policy of title insurance covering liens; and
- require a surety bond in an amount up to the value of the construction project.

The general contractor must give the homeowner or residential real property purchaser a list of all subcontractors, materialmen, and rental equipment

providers directly hired or working for the contractor. The list should include business names, addresses, and phone numbers. The list must be given to the homeowner before the closing of the sales agreement or before the homeowner provides final payment to the general contractor.

LIVING TRUSTS

Living trusts are not for everyone. However, they can be a valuable estate planning tool if your estate justifies it. Living trusts are frequently marketed as a way to protect an estate from probate, but for most people probate is a relatively quick and inexpensive process. The sale of living trusts is unregulated in Idaho and many people selling living trusts are inadequately informed to advise you on the issues relating to living trusts and estate planning. Senior citizens are frequently targeted by people selling living trust packages.

Consumers who have purchased living trusts frequently complain that after paying a substantial sum for the trust documents, they are left with inadequate direction or help in funding the trust. Without proper funding, a trust is ineffective and, upon death, your estate would probably have to be probated. In that situation, heirs may experience frustration and increased expenses in trying to unravel your estate.

Other consumer complaints against marketers of living trusts include:

- exaggeration of the time, cost and complexity involved in probating a will;
- false assurances that assets in a living trust cannot be attached by creditors;
- false assurances that the income of living trusts in Idaho, drafted according to laws of other states, is exempt from Idaho income tax;
- the misleading use of estates of wealthy, famous people as examples to illustrate the benefits of living trusts when, in fact, the average consumer's estate cannot reasonably be compared to such examples; and
- misrepresentations regarding a consumer's ability to control assets placed in a living trust.

If you are concerned about estate planning issues, contact your lawyer, accountant, or tax planner to discuss what estate planning tools will best serve your needs.

LIVING WILLS

Living wills provide direction on how medical treatment should be provided or withheld if the maker of the living will becomes unable to communicate his or her wishes due to sickness or accident. A living will is often sold as part of a living trust package. Consumers should be

suspicious of salespeople who point to living wills as a justification for high costs of a living trust package.

Consumers can receive a free copy of a Living Will and Durable Power of Attorney for Health Care by contacting:

Idaho Commission on Aging
(208) 334-3833
www2.state.id.us/icoa

In order to determine which plan will best benefit you, the Attorney General strongly urges consumers to seek estate-planning advice from professionals.

TELECOMMUNICATIONS

TELEPHONE SOLICITATION

While many telemarketers are engaged in legitimate business, many people report deception by telemarketers. In response, the legislature enacted the Idaho Telephone Solicitation Act. This law grants consumers certain rights and places specific duties upon telephone solicitors. It is designed to safeguard the public against deception and financial hardship.

The best way to combat deceptive telemarketers is to be informed. Take time to research a business and to carefully consider a purchase before finalizing it.

Many people are also tired of the volume of calls they receive. At the request of the Office of the Attorney General, the legislature enacted Idaho's No Call Law for Idaho citizens. This law allows Idahoans who do not want to receive telephone solicitations to register their residential and mobile telephone numbers. It is unlawful for telemarketers to call any registered number.

Consumer Rights

Under the Telephone Solicitation Act, consumers are entitled, in most situations, to:

- receive written confirmation regarding any purchase of goods or services made during the course of a telephone call,
- request and be provided with an itemized billing of goods or services purchased,
- cancel any purchase made over the phone, without obligation, up to three (3) business days after receiving written confirmation, and
- pursue a private lawsuit against a telemarketer who has engaged in deceptive and/or misleading selling tactics during an unsolicited sales call.

Notice of Cancellation

As noted, a consumer may cancel a telephone sales transaction, without penalty or obligation, within three (3) business days of the date on which the consumer receives written confirmation of the purchase.

The business must return payments made by the consumer within ten (10) business days of receiving the cancellation notice.

When a consumer cancels a transaction, the consumer must return the goods to the business within 21 days of the date the refund is received.

To cancel the transaction, the consumer must deposit in the mail or deliver a written cancellation notice, signed and dated. This must be done no later than midnight of the third business day after receiving the written confirmation of the purchase.

Contact the business for its return mailing address if the business does not clearly provide a return mailing address.

Telemarketer Responsibilities

- Telemarketers must clearly state that they are making a sales call.
- Telemarketers must clearly identify the company and the nature of the product or service being offered for sale.
- If the call is in regard to a prize promotion, the telemarketer must state, “no purchase or payment is necessary to win.” (This must be clearly explained to the consumer before or with the prize description.)

- Upon the request of a consumer, telemarketers must disclose their telemarketing registration number that has been assigned by the Idaho Attorney General’s Office. The registration number does not indicate that the Attorney General’s Office is endorsing the business; it is simply for reference and record keeping purposes.
- A telemarketer is restricted to making phone calls between the hours of 8:00 AM and 9:00 PM. They may call seven days a week and on holidays.

Unlawful Acts

It is unlawful for a telephone solicitor to:

- intimidate or torment any person in connection with a telephone solicitation,
- fail to hang up and free a consumer’s telephone line immediately upon request,
- misrepresent the price, quality, or availability of goods or services being offered for purchase,
- use any device or method that may block the phone number or mislead the recipient as to the identity of the solicitor on a caller identification device, (NOTE: Due to their location, some telephone numbers may display as “unavailable” or “out of area.”)

- advertise, represent, or imply that they have approval or endorsement of any government office or agency unless such is a fact. (It is a good idea for consumers to verify this with the government agency directly before making a purchase with the organization.)

The Attorney General's Office does not endorse businesses or solicitations. If a telemarketer claims that the office has endorsed a telemarketer or his products, the consumer should consider the claim false and report the false claim to the Attorney General.

THE NO CALL LAWS

There are two No Call Laws, one state and one federal, that offer protection from unwanted telemarketing calls to Idaho residents.

Registering for the No Call Laws

The Attorney General encourages Idahoans who do not want to receive telephone solicitations to register their residential and mobile phone numbers. Registration is free.

To register, go to the Attorney General's Internet site (www.ag.idaho.gov) and follow the links to the Federal Trade Commission's registration site. Registered phone numbers are covered under both Idaho's No Call Law and the National No Call Law.

Idaho's No Call Law

Idaho's No Call Law helps Idaho consumers reduce the number of unwanted phone solicitations. Consumers may place their household and mobile phone numbers on a registry of people who do not wish to be contacted by telephone solicitors. Telemarketers may not call registered phone numbers. A telemarketer who does call a registered number can face court action and civil penalties under state law.

The National No Call Law

The Federal Trade Commission (FTC) administers the National Do Not Call Registry. The National Do Not Call Law operates similarly to Idaho's No Call Law. When you register on the FTC registry, your numbers are covered by both the state and federal No Call Laws.

CRAMMING

Cramming is the term used to describe the addition of charges to your telephone bill for services you did not knowingly authorize. Unauthorized charges for voice mail service, 800 number service or calling cards are common forms of cramming.

Cramming is a violation of the Idaho Consumer Protection Act. It is also prohibited by Federal Communication Commission (FCC) rules.

To protect yourself from cramming, check every page of your phone bill each month to make sure you are not being charged for services you did not order.

If you discover unauthorized charges, here are some steps you can follow.

First, notify your local phone company that you are disputing the unauthorized charges.

Second, contact the company that placed the unauthorized charges on your account and request that your account be cleared of all charges. The name of each service provider and its toll-free number should be listed on your telephone bill.

Finally, you may file a complaint with the Consumer Protection Unit against the company that added the charges to your account. You may also file a complaint with the FCC and the Idaho Public Utilities Commission.

SLAMMING

Slamming is the term used to describe any practice that changes your long distance carrier without your knowledge or consent. The Federal Communication Commission (FCC), the Idaho Public Utilities Commission (PUC) and the Idaho Consumer Protection Act prohibit slamming.

Before switching your long distance carrier, long distance telephone service providers are required to obtain your verified consent to the switch in long distance service. Your long distance carrier must also provide you with written notice within fifteen days of the transaction.

The written notice must clearly and conspicuously disclose that your long distance carrier has been changed. It must advise that you may change back to the previous carrier or select a new carrier by calling the previous carrier or your preferred carrier. It must also provide a toll-free number to call for further information.

If you are slammed, here are some steps you can follow.

First, call your local telephone company. Tell them that you did not order service from the new long distance company, that you would like to be reconnected to your long distance company, and that you want any “change

charges” (the charge for switching companies) taken off your telephone bill.

Second, call the company that slammed you and demand to be re-billed. Let them know that you will only pay the charges your preferred carrier would have imposed.

Third, call the long distance company you were switched from and report that you were switched without your permission. Ask to be reconnected. You should not be charged for this reconnection.

If you have been slammed, you may file a complaint with the Idaho Attorney General’s Consumer Protection Unit. You may also file a complaint with the Idaho PUC and the FCC.

UNSOLICITED BULK ELECTRONIC MAIL

Federal law requires any person who transmits bulk electronic mail advertisements, sometimes referred to as “Spam,” to provide an e-mail address to which the recipient may send a request to decline such e-mail.

Federal law does not ban e-mail advertisements, but states that if you receive an e-mail advertisement and ask the sender not to send such advertisements in the future, the sender must honor your request. Failure to do so constitutes a violation of the law.

Unlawful Acts

It is unlawful for a sender of bulk e-mail:

- 1) to send more bulk e-mail to that same recipient 10 days following receipt of a request declining such e-mail.
- 2) to use a fictitious name, use the name of a third party without their permission or misrepresent the point of origin of the e-mail.

Consumer Remedies

A person who receives deceptive bulk e-mail advertising may sue to recover actual damages. Alternatively, you may choose to recover the greater of \$100.00 per deceptive e-mail received or \$1000.00.

A recipient of illegal bulk e-mail may also file a complaint with the Idaho Attorney General's Consumer Protection Unit.

UNSOLICITED FAXES

Unsolicited Fax advertising is illegal in Idaho. Businesses and residences receive unsolicited advertising over their fax machines every day. Many of these ads promote low cost vacations and the prices frequently seem too good to be true. These so-called "vacations" usually turn out to be opportunities for time-share presentations. Other common types of unsolicited

faxes include stock promotions and advertisements for various business products.

The majority of these ads are directed to small business owners. The ads are frequently “fax blasted” by third party marketing companies. While the products and services offered may be legitimate, this form of advertisement is not.

Unsolicited fax ads can be frustrating and very expensive for the recipients. The advertiser is using the recipient’s resources, paper, toner, electricity and time to advertise its products or services.

The Office of Attorney General enforces the law prohibiting unsolicited fax advertisements. You may file a complaint with the Consumer Protection Unit.

900 PAY-PER-TELEPHONE CALL SERVICES

Most "900" telephone calls range from a few dollars per minute to \$50.00 or more per minute. Before you make a "900" telephone call, find out how much it will cost.

If you have problems with charges on your phone bill for "900" numbers, contact your telephone company immediately. Your telephone company may be willing to delete charges that appear on your bill as a result of fraud or deceit.

Your telephone company cannot disconnect your phone for failure to pay these "900" charges. For policy

information related to long distance carriers, call the carrier or the Idaho Public Utilities Commission.

The Idaho Pay-Per-Telephone Call Act requires full disclosure of all the costs of every "900" call that will cost more than \$2.00.

Furthermore, the Act requires a "presubscription or comparable agreement" from the caller before charges for adult entertainment calls can be collected. A presubscription or comparable agreement is:

- 1) a written contractual agreement between an information provider and a legally competent person that is executed for the sole purpose of arranging purchase of pay-per-telephone call services; or
- 2) a disclosure of a pre-existing credit, prepaid account, debit, charge, or calling card number, along with authorization to bill that number.

You do not have to pay the bill if these requirements are violated. In addition, the violator is subject to civil penalties. The Idaho Pay-Per-Telephone Call Act also grants enforcement powers to the Attorney General.

FREE PRIZES/MAIL SWEEPSTAKES

FREE PRIZES

"Prize" promotions are unlawful in Idaho if they require any kind of purchase or similar payment in order to participate. Even where no purchase or other payment is required, Idaho law provides that "prize" promotions or solicitations must not be deceptive or misleading as to your chances of winning or as to the value of the prizes.

If you receive a "prize" promotion or sweepstakes offer that requires a credit card number or payment of a fee to receive a prize, the best course of action is simply to throw the solicitation away. If the offer comes over the telephone, just hang up.

MAIL SWEEPSTAKES

You have probably received certificates in the mail congratulating you as a "guaranteed" grand prizewinner in a promotional sweepstakes. However, the sweepstakes may only drag you along, mailing after mailing, trying to get you to purchase products or pay fees to claim your prize.

- Before you respond to a sweepstakes offer, here are some things to consider:

- Many of these promotions are fraudulent and you will not receive the promised prizes of money or merchandise.
- The prizes (gems, watches, jewelry, etc.) may be worth much less than implied or stated in the sweepstakes.
- Never call a 900 number to claim a prize. You will be charged a very high fee for each minute of the phone call and the promoters will keep you on the phone as long as possible!
- Never pay postage, processing fees, or taxes to a sweepstakes. Whatever you pay will be more than the so-called free prize.
- Never give out your credit card number, social security number or your bank account number.
- A true prize requires nothing of you!

Very sensible people have lost thousands of dollars by simply believing that a huge sum of money would be mailed to them soon.

If you would like to reduce the mailings coming to your home, you can:

- 1) Tear up and throw away questionable promotional sweepstakes mailings. When you participate in these sweepstakes, your address is sold to more mail solicitors.

- 2) Contact the Direct Marketing Association, Mail Preference Service at P.O. Box 9008, Farmington, New York 11735. Ask them to remove your name and address from these lists.

DOOR-TO-DOOR SALES

Idaho Consumer Protection Rules protect you from high-pressure or deceptive door-to-door salespersons.

If you make a purchase of \$25.00 or more from a door-to-door salesperson for personal, family, or household purposes, that salesperson is required to furnish you with written notification that you have a three-working-day grace period in which to cancel the purchase. The salesperson should give you a contract or receipt for your purchase and two copies of the Notice of Cancellation form. You may cancel your purchase by signing and dating one copy of the form and mailing or delivering it to the seller within the three-day period. Keep a copy for your records.

Within ten days of your cancellation, the seller must refund all your money, return any trade-in you may have given, cancel any contracts you have signed, and let you know when or how the merchandise will be returned.

You have these rights even if the seller did not furnish you with the Notice of Cancellation forms. If you were not provided with the forms, you may cancel your

purchase by writing a letter to the seller within three business days of the transaction, stating your desire to cancel. It is a good idea to send the letter certified mail, return receipt requested, and keep a copy for your records.

If you used credit to purchase goods or services from the door-to-door salesperson, the Idaho Credit Code allows you three business days to cancel the purchase regardless of the price of the item. The three-day right to cancel does not apply if the sale is made entirely by mail, if you discussed or placed the order at the seller's place of business, or if the sale is of real estate, insurance or securities.

PYRAMID AND CHAIN DISTRIBUTION SCHEMES

Pyramid marketing is inherently fraudulent due to the mathematical impossibility for most people to achieve the promised income.

Pyramid schemes take many forms, from the simple chain letter asking you to send money to individuals named in the invitation letter, to more sophisticated chain distributions offering to pay you money to bring others into the scheme. Idaho law defines chain distribution schemes and pyramid distribution schemes as plans or operations whereby you give consideration for the opportunity to receive consideration, derived primarily from any person's introduction of other

persons into participation in the plan or operation rather than from the sale of goods, services, or other intangible property by the person or other persons introduced into the plan or operation.

Pyramid distribution schemes violate the Consumer Protection Act and Idaho's criminal law. Participants in pyramid schemes may face felony criminal charges and monetary penalties.

SALES PRACTICES

REFERRAL SALES

If a merchant offers a reduction in price on a purchase in exchange for recruiting additional buyers, this is known as a referral sale. It is an unfair and deceptive act or practice for a seller to engage in any referral sale unless you are given the discount at the time names of potential purchasers are given. The discount cannot be based on the future purchase of goods or services to others.

If you are induced to enter into an agreement to purchase on credit because of a referral sales tactic, you may rescind the agreement or retain the goods and the benefit of any services performed, without any obligation to pay. This applies only to goods purchased for personal, family, or household purposes.

IMPLIED WARRANTIES

The Uniform Commercial Code (UCC), title 28, Idaho Code, provides an implied warranty when goods are purchased from a merchant who deals in those goods. This means the goods automatically come with a guarantee that they are fit for the ordinary purpose for which they are used. In addition, if you rely on the seller's skill or judgment in selecting goods for a particular purpose, the law also implies a warranty of fitness for that particular purpose.

The implied warranty protects you only from defects that substantially impair the product. It does not cover minor defects such as scratches or problems that do not prevent the product from doing what it is supposed to do.

You may return the merchandise and request a refund only after the seller has had a reasonable opportunity to repair or replace it. What is reasonable will depend on the circumstances.

To get your money back or a replacement, you must revoke your acceptance of the product by offering to return it to the seller within a reasonable time after the defect is discovered. You should put your revocation to the seller in writing and keep a copy for your records.

Under the UCC, you have an obligation to take care of the product as long as it is in your possession. If it costs

you money to take care of it, or if you suffer a loss because the item is defective, you may be able to recover your expenses. The implied warranty does not apply if you purchase a product marked "as is" by the seller. This means the seller does not make any promises about the condition or quality of the item. If something goes wrong, the seller is not obligated to repair or replace the item or to give you a refund.

NEGATIVE OPTION

In a negative option promotion, a business offers something free for a period of time. After that the business bills you for the goods or services unless you request that the service be discontinued. In Idaho, businesses are prohibited from using certain negative options. Businesses must obtain your written consent before using negative option arrangements. Book and recording clubs may continue to use negative option mailings if the members have agreed up-front to that arrangement and the transaction complies with existing federal law and Idaho's Unordered Goods and Services Rule.

USED GOODS

It is an unfair and deceptive practice to represent directly or indirectly that goods are new or unused if the same is not true. Clear and conspicuous disclosure must be made if goods are used or if they contain used, rebuilt, re-manufactured, or reconditioned parts.

RAIN CHECKS

A store is required to have enough advertised items to meet the reasonably expected public demand for the goods, unless the advertisement states the quantity is limited. If for some reason the advertised item is not available, offering rain checks or substitute goods of the same or better quality is a mitigating measure under the Consumer Protection Act.

LAY-AWAY

If you purchase something on lay-away, the seller must lay aside the actual goods you have chosen, or exact duplicates, unless you are given a clear and conspicuous disclosure that this will not be done. The seller may not increase the price of the goods laid away after the original agreement has been made. At the time of the purchase, the merchant should provide you with a written disclosure of the store's lay-away policy. The written disclosure must be on the initial lay-away receipt, on a separate sheet of paper, or clearly and conspicuously posted at the store's lay-away desk.

CREDIT

CREDIT PURCHASES

Purchasers who use credit are protected under the federal Truth in Lending Act. This law applies if you use any type of credit card. It also applies when payment books or other similar devices are used.

Under the Truth in Lending Act and related regulations, if you use credit to buy a product that proves to be defective, you do not have to pay the credit bill, provided three conditions are met.

First, the cardholder must have made a good faith attempt to resolve the matter with the merchant.

Second, the amount of credit involved in the disputed transaction must be more than \$50.00.

Third, the transaction must have occurred in the same state as the cardholder's current address or within 100 miles from that address.

The question of where a transaction occurs (as in the case of mail or telephone orders, for example) is determined under state law.

Even if your transaction does not meet these three criteria, you should request a charge back (a credit to your account of the disputed amount) from the issuer of your credit card because the issuer may have agreements with other businesses that give you additional rights.

You must, however, give the seller a reasonable opportunity to repair or replace the item just as you would if you had paid cash.

Payment of a disputed balance waives the right to assert a claim or defense as to the credit card issuer.

The credit card issuer cannot demand payment of your bill until your dispute with the seller is settled. If the credit card issuer demands payment in spite of your situation, you may sue and collect from \$100-\$1000, depending upon the size of your purchase. Under the Federal Trade Commission's Holder in Due Course Rule, and Idaho Consumer Protection Rules, you have the same right to refuse payment to the finance company as you have against the seller. This rule also protects you if the seller referred you to a particular finance company for credit. You must notify the finance company in writing that you are revoking your acceptance with the seller.

These rules do not apply in situations in which you arranged for your own loan without any help from the seller. If you borrowed money from a bank or other third party, and the item turns out to be defective, and the loan to purchase the product was made directly to you without any help or recommendation from the seller, you are legally obligated to repay the loan in full even if the product is defective.

If you lose your credit cards or suspect that someone has stolen them, immediately send the card issuer a letter (certified, return receipt requested) that includes your name, account number, and the charges that you question, along with a concise explanation.

CREDIT REPAIR

Beware of any business that promises to erase bad credit. Time and good credit practices are the only cures for a poor credit history. Any promises to the contrary are false and misleading. Idaho law requires all companies making credit repair claims to be licensed by the Idaho Department of Finance.

FAIR CREDIT BILLING

Congress passed the federal Fair Credit Billing Act (FCBA) to protect and assist consumers seeking to resolve disputes with creditors. To protect your rights under the FCBA you must send a written “billing error notice” to the creditor with sixty (60) days after the first bill containing the error was mailed to you. The creditor must acknowledge your “notice” in writing within thirty (30) days of receipt unless the problem is resolved within that period. In addition, within two billing cycles or within ninety (90) days, the creditor must conduct a reasonable investigation and either correct the mistake or provide an explanation as to why the bill is correct. During this dispute resolution, the creditor may not threaten damage to your credit rating or report you as delinquent to anyone.

TRUTH IN LENDING

The federal Truth in Lending Act requires disclosure of the true costs of consumer credit so that you can make

informed choices among credit sources. This allows you to shop for the best credit terms and to fully understand the credit agreement.

One important required disclosure is the finance charge, how much it will cost to borrow or buy on credit. Another important disclosure is the annual percentage rate, also known as APR. The APR discloses the interest rate being charged. Other Truth in Lending disclosure requirements include:

- the identity of the creditor making the disclosure;
- the amount financed (the amount of credit provided);
- a breakdown of the amount financed (where the money goes);
- the number, amounts, and timing of installment payments;
- the total amount of payments (the total amount of all scheduled payments);
- whether the obligation must be repaid on demand;
- the total sale price (the total price of the purchase on credit, including any down payment);
- if there will be a penalty or a partial refund of the finance charges if the debt is paid off early;
- any charges for late payments; and
- the existence of a security interest in the purchased product.

Truth in Lending disclosures must normally be made at or before the time of the transaction. If they are not, and you are damaged by the failure to disclose, you may recover your actual damages. You may also recover court costs and reasonable attorney fees.

TRUTH IN LEASING

The federal Truth in Leasing Act regulates consumer leases because they represent an alternative to buying on credit. The Act requires disclosure of certain information to ensure you do not confuse leasing with purchasing on credit, and to provide adequate information for you to make informed decisions.

If a lease advertisement contains any of the following two triggering terms, then specific disclosures must also be included in the advertisement. These triggering terms are: 1) a statement of the amount of any payment (for example: “Pay a mere \$140 per month”); or 2) a statement that any or no initial payment is required at the beginning of the lease (examples: “Zero Down,” “Low Down Payment,” or “Lease now and make no payments for three months”). If these triggering terms are used in a consumer lease advertisement, then the advertisement must clearly and conspicuously state, as applicable, the following five disclosures:

- that the transaction advertised is a lease;

- the total amount of any initial payments required on or before consummation of the lease or delivery of the vehicle, whichever is later;
- whether a security deposit is required;
- the number, amount, and timing of scheduled payments; and
- with respect to a lease in which your liability at the end of the lease term is based on the anticipated residual value of the vehicle (open-ended leases), that an extra charge may be imposed at the end of the lease term.

Truth in Leasing disclosures must normally be made at or before the time of the transaction. If you are damaged as a result of a failure to disclose, you may recover your actual damages and may also recover court costs and reasonable attorney fees.

HEARING AIDS

BEFORE PURCHASING

Before you purchase a hearing aid, it is wise to have a medical evaluation by a licensed physician to identify medical conditions that might require treatment. The physician may refer you to a certified audiologist or licensed hearing aid dispenser who will test your hearing.

If a physician has not evaluated your hearing loss, the hearing aid fitter must test your hearing. Idaho law

requires that, within six weeks of a purchase, the consumer must be tested with and without the hearing aid. This testing is to determine the value of the hearing aid to the consumer. The fitter must document the hearing test results and keep them on file for two years.

A hearing aid only amplifies sound. It will not restore hearing or prevent further hearing loss. Not all hearing problems can be helped by hearing aids. Some hearing problems can and should be treated medically.

WHILE SHOPPING

Hearing aids are sold by “dispensers.” Idaho requires hearing aid dispensers to be licensed annually. The Board of Hearing Aid Dealers and Fitters issues all licensed dispensers an identification card. Ask to see the license.

Don't make your decision hastily or be pressured into purchasing a device. Take your time. Check with more than one dispenser. Compare prices and services offered by other dispensers and audiologists. The difference in price and services can be significant. A more costly hearing device is not necessarily a more effective one.

Ask the dispenser to break down all the costs on your purchase agreement. This information will help you understand how much you are paying for the device and how much you are paying for future service.

SERVICE WORK OR REPAIRS AND WARRANTIES

Ask for a written explanation describing available follow-up service and the charges for service calls. If there is an expiration date for free service, make sure your receipt accurately reflects this date.

Ask about warranties. Find out the dispenser's policy for repair work. Do not assume that service calls will be done at your home because the dispenser came to your home for the sale. If you can only obtain service at the dispenser's office, it is wise to factor this into your decision. Save all receipts, cancelled checks, warranties, contracts, etc. for future reference.

If your hearing aid is not satisfactory for any reason, contact the dispenser immediately. If you suspect that your dispenser is not providing you with the goods or services you purchased, contact the Bureau of Occupational Licenses, State Board of Hearing Aid Dealers and Fitters, 1109 Main, Owyhee Plaza, Suite 220, PO Box 83720, Boise, Idaho 83702-5642, (208) 334-3233. The Bureau will advise you of the proper method for registering a complaint.

Once you have made a decision to buy, be sure your contract includes:

- The name brand and type of hearing device you are buying.

- Both the dealer's and your signatures.
- A statement that the device is used or reconditioned, if you are purchasing a used or reconditioned device.
- A delivery date. (If your hearing aid is late, contact the dispenser for an explanation. Make notes about your discussion and keep them with your records.)

The terms and time allowed for returns and refunds. (In Idaho, all hearing aid sales agreements include a thirty-day right to cancel the purchase and obtain a refund. The thirty-day right to cancel will begin on either the date you signed the contract or the date you received the hearing aid, whichever is later.)

RAFFLES, BINGO & PROMOTIONAL DRAWINGS

Idaho law authorizes bingo and raffle games only when operated by qualified charitable organizations in the pursuit of charitable purposes. The charity may need to obtain a license from the Idaho Lottery Commission.

Under Idaho law, a game of chance in which you must pay money, make a purchase, or give anything of monetary value in order to have a chance to win a prize is considered a lottery. It is unlawful in Idaho for anyone other than the Idaho Lottery, a charity licensed by the Idaho Lottery Commission or an Indian Tribe on

its reservation to conduct lotteries, bingo games or raffles. Games of skill are not considered lotteries.

Merchant promotional contests and drawings conducted incidental to bona fide non-gaming business operations are allowed if participants do not have to pay money or other consideration in order to play.

CHARITIES

The Charitable Solicitation Act prohibits unfair, false, misleading or deceptive conduct in the solicitation of funds for a charitable organization. The legislature has assigned enforcement of this law to the Attorney General and the Consumer Protection Unit.

Many charities use professional fund-raisers to solicit donations by telephone. It is common for a charity to authorize professional fund-raisers to use the charity's name. The fund-raisers sell products or tickets to community events or ask for cash contributions. They will tell you the proceeds go to the charity. Professional fund-raisers often keep 85% or more of your contribution as their profit and to cover operating costs such as mailings and salaries. If you are not interested in the product or event, you will provide a greater benefit to the charity by sending a check directly to the charity and bypassing the fund-raiser altogether.

You should carefully check out any organization that solicits you for a donation. For information about a

particular national charity's activities, finances, and fundraising practices, contact the Council of Better Business Bureaus' Philanthropic Advisory Service, 4200 Wilson Blvd., Suite 800, Arlington, VA 22203-1804, (703) 276-0100, or the National Charities Information Bureau 19 Union Square West, Dept. FT, New York, NY 10003-3395, (212) 929-6300.

Before you agree to make a purchase or donation:

- Ask how your contribution will be used. Ask what percentage of your contribution will go to the charity itself. Ask if your contribution will be used locally or elsewhere. Get written information.
- Call the charity directly to verify whether the fund-raiser is working on behalf of the organization. If you cannot verify the claim, report the solicitation to your local law enforcement officials and the Consumer Protection Unit.
- Do not believe a fund-raiser's suggestion that you'll receive special treatment for donating. No legitimate fund-raiser can guarantee that you won't be stopped for speeding if you have a police organization's decal in your car window.

- Don't feel intimidated about declining to give. A caller who uses intimidation tactics or emotional pleas is likely to be a scam artist. Report the call to your local law enforcement officials and the Consumer Protection Unit.

If you do give, be careful how you do it. Avoid cash gifts; cash can be lost or stolen. Never give your credit card number over the phone to someone who calls you. Write a check and make it out to the charity – not the individual solicitor.

APPENDIX

DIRECTORY FOR CONSUMER ASSISTANCE

Independent Organizations

Better Business Bureau of Southwest Idaho

4619 Emerald, Suite A-2

Boise, ID 83706

Phone: (208) 342-4649

Better Business Bureau of Eastern Idaho & Western Wyoming

1575 South Blvd.

Idaho Falls, ID 83404

Phone: (208) 523-9754

Better Business Bureau of the Inland Northwest

508 W. 6th Avenue, Suite 401

Spokane, WA 99204

Phone: (509) 455-4200

State Agencies

The following is a list of Idaho **STATE** agencies that cover most, but not all, consumer related problems.

Consumer Protection Unit

Office of the Attorney General

Len B. Jordan Building

650 W. State, Lower Level

P. O. Box 83720

Boise, ID 83720-0010

Phone: (208) 334-2424

Toll-free in Idaho: (800) 432-3545

www.ag.idaho.gov

Idaho Department of Finance

700 West State, 2nd Floor

P. O. Box 83720

Boise, ID 83720-0031

Phone: (208) 332-8000

Toll-free in Idaho: (888) 346-3378

Idaho Department of Insurance

700 W. State, 3rd Floor

P. O. Box 83720

Boise, ID 83720-0043

Phone: (208) 334-4250

Toll-free in Idaho: (800) 721-3272

Idaho Bureau of Occupational Licenses

1109 Main, Owyhee Plaza, Suite 220

P. O. Box 83720

Boise, ID 83720-0063

Phone: (208) 334-3233

Idaho Public Utilities Commission

472 W. Washington

P. O. Box 83720

Boise, ID 83720-0074

Phone: (208) 334-0369

Toll-free in Idaho: (800) 432-0369

Medicaid

Idaho Department of Health & Welfare

Medicare Eligibility

1720 Westgate

Boise, ID 83720

Phone: (208) 334-6700

Federal Agencies

The following is a list of **FEDERAL** consumer offices that can provide assistance or information in the subject areas listed below.

Consumer Information

Consumer Information Center (CIC)

Pueblo, CO 81009

Phone: (719) 948-4000

Toll Free: 1-888-8PUEBLO (catalog orders only)

www.pueblo.gsa.gov

(For a catalog of free & low cost information on federal services go to www.pueblo.gov)

Federal Trade Commission (FTC)

600 Pennsylvania Avenue, NW

Washington, DC 20580

Phone: (202) 326-2502

Toll Free: (877) 382-4357

www.ftc.gov

Product Recalls

Consumer Product Safety Commission (CPSC)

Washington, DC 20581

Phone (Toll Free): (800) 638-8270

Hot Line (Toll Free): (800) 638-2772

www.cpsc.gov

Drugs And Cosmetics

Food & Drug Administration

Consumer Inquiries Office

5600 Fisher Lane, Room 1675

Rockville, MD 20857

Phone (Toll Free): (888) 463-6332

Environment

Environmental Protection Agency

1200 Pennsylvania Avenue, NW

Room 6202J

Washington, DC 20460

Phone (Toll Free): (888) 782-7937

www.energystar.gov

Job Safety

Occupational Safety and Health

200 Constitution Avenue, NW

Washington, DC 20210

Phone: (202) 693-1999

www.osha.gov

Mail Fraud

U.S. Postal Inspection Service

475 L'Enfant Plaza

Washington, DC 20260

Phone: (202) 268-2284

www.usps.gov

Medicare

Social Security Administration

6401 Security Blvd.

Baltimore, MD 21235

Phone (Toll Free): (800) 772-1213

www.ssa.gov

Radio And Television

Federal Communication Commission

445 12th Street SW

Washington DC 20554

Phone: (202) 632-7553

Toll-free (888) 225-5322

www.fcc.gov

Finding An Attorney

Lawyer Referral

Idaho State Bar

525 W. Jefferson St.

P.O. Box 895

Boise, ID 83701

Phone: (208) 334-4500

www.state.id.us/isb

Idaho Legal Aid Services, Inc.

Administrative Office

310 N. 5th Street

Boise, ID 83702

Phone: (208) 345-0106

www.idaholegalaid.org

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The Consumer Protection Unit enforces Idaho's consumer protection laws, provides information to the public on consumer issues, and offers an informal mediation process for individual consumer complaints.

If you have a consumer problem or question, please call 208-334-2424 or in-state toll-free 1-800-432-3545. TDD access and Language Line translation services are available. The Attorney General's web site is available at www.ag.idaho.gov.