CONSUMER

RESOURCE GUIDE



Dear Friend:

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

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

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

... Table of Contents.

Consumer Rights/Protection				
How to Complain	3			
You Can Educate and Protect Yourself	4			
Taking Legal Action				
Michigan Consumer Protection Act	8			
Checking Account/Deposit Information	12			
Your Rights as a Utility Customer in Michigan	14			
Health Insurance Reform	17			
Home Improvement Programs				
Home Improvement Loans	18			
Home Equity Loans	23			
Mortgage Redlining	25			
Foreclosure	27			
Automobile Insurance/Repair				
Guide to No-Fault Insurance in Michigan	28			
Auto Repair Rights and the Auto Lemon Law	34			
Buying a Car	38			
Consumer Credit Loan				
Credit Repair Companies	44			
Consumer Credit	46			
Consumer Sales				
Mail Order Shopping	49			
Unwanted Phone Solicitations	51			
Contracts and Warranties				
Cyber-Safety	54			
Agency Directory	55			

Prepared by the Michigan Legislature

This information is provided free to Michigan residents and is not for reproduction for resale or profit. Revised text as of March, 2023. References to law in this manual should not be used in place of legal advice or assistance from law enforcement, Michigan departments, or consumer protection professionals.

Preface (

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

The Attorney General – Consumer Protection Division P.O. Box 30213
Lansing, MI 48909
(517) 335-7599 or Toll-Free (877) 765-8388
michigan.gov/ag/consumer-protection



CONSUMER RIGHTS/PROTECTION

... How to Complain

WHY COMPLAIN?

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

GATHER YOUR INFORMATION

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

CONTACT THE MANAGER OF THE BUSINESS

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

SAMPLE COMPLAINT LETTER

Your Address City, State, Zip Code

Complaint Department Name of Company or Organization Address

City, State, Zip Code

Dear Sir or Madam:

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

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

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

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

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

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

Sincerely, Your Name

WHAT IF THEY DON'T RESPOND?

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

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

The Attorney General –
Consumer Protection Division
P.O. Box 30213
Lansing, MI 48909
Telephone (517) 335-7599 or
Toll-Free (877) 765-8388
secure.ag.state.mi.us/complaints/consumer.aspx

... You Can Educate & Protect Yourself

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

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

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

LEARN THESE FIVE WARNING SIGNS

- An offer of something for nothing.
- Salespersons who "run down" another's product.
- Pressure to sign immediately.
- Offer of kickbacks for referring sales prospects or for signing other people to the program.
- A businessperson who doesn't share a business address, a phone number, or other contact information.

DO

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

DON'T

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



... Taking Legal Action ·

If you feel an individual or a business has treated you unfairly and you believe they owe you money or satisfaction, there is something you can do about it. Acting on your own behalf, without the expense of an attorney, you can sue in small claims court for damages up to \$6,500 under the Revised Judicature Act of 1961 (1961 PA 236). This amount will increase to \$7,000 in 2024. The following information outlines the procedures you will need to know.

WHAT IS SMALL CLAIMS COURT?

The small claims court was established in 1968 as a division of the district court system. Its purpose is to provide a court to be used by people, without the aid of attorneys, for the quick and inexpensive resolution of monetary disputes of \$6,500 or less.

WHAT ACTIONS MAY BE BROUGHT TO SMALL CLAIMS COURT?

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

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

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

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

HOW MUCH CAN I SUE FOR CAR DAMAGE?

Under the Insurance Code of 1956 (1956 PA 218), damages up to \$1,000 to a motor vehicle or, for motor vehicle accidents that occur after July 1, 2020, up to \$3,000 to a motor vehicle, to the extent that the damages are not covered by insurance. Under the "mini-tort" provision, you may sue to recover up to \$3,000 for vehicle damages not covered by your insurance if the other driver is 50 percent or more at fault. You cannot sue if you were more than 50 percent at fault in the accident. If you are awarded damages by the judge, the other driver will be ordered to pay

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

DO I NEED A LAWYER?

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

CAN I APPEAL THE CASE?

If you win the case, the defendant must comply with the judge's ruling. It's important to remember that the judge's decision is final in small claims court. It cannot be appealed to a higher court.

HOW TO START YOUR LAWSUIT

You have the right to use this court. It's not complicated or expensive. Here's how to go about it.

File a claim

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

Fees for filing

During your initial contact with the district court, be sure to check how much the filing fee is and if there will be additional fees. The cost of filing a small claim is minimal, but the total cost will vary depending on other fees, such as the cost of service upon the defendant and writs of execution, attachment, or garnishment. Be prepared to pay all fees when you file your claim. If you cannot pay the filing fee, you should ask the court for a waiver.

WHAT YOU MUST KNOW TO FILE

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

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

TAKE PRECAUTIONS

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

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

BEFORE THE HEARING

The court will notify the defendant that you have filed a claim. This is called "serving the defendant" with a summons. Both you and the defendant will be notified of the date of appearance that has been set by the court. The hearing is usually between 15 and 45 days after the date you first filed your suit. You should use this time to organize your presentation and evidence.

SETTLING IN A HIGHER COURT

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

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

SETTLING OUT OF COURT

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

PREPARING FOR THE HEARING

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

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

THE HEARING

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

If one party is absent

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

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

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

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

Stating your claim

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

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

The final decision

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

COLLECTING YOUR MONEY

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

Writ of garnishment

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

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

Discovery subpoena

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

Writ of execution

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

Once the defendant has complied with the judge's decision, you will be finished with your lawsuit in the small claims division of district court.

POINTS TO REMEMBER

- Do not be afraid to go to small claims court. It is your court. If you feel you have a claim against an individual or a business that you cannot settle otherwise, take them to court. It is your right.
- You do not need a lawyer to file and carry through a small claim in the small claims division of district court. Lawyers are not permitted to practice in these courts.
- If you win your case, the defendant is legally bound to pay you.
- Decisions in the small claims division of district court cannot be appealed unless a decision is made by a district court magistrate rather than a district court judge. An appeal must be made within seven days after the entry of a district court magistrate's decision.
- You can also sue in small claims court for automobile collision damage caused by another driver, provided the damage is not covered by your insurance. However, you cannot recover more than \$3,000. More information about these "mini-tort" lawsuits is available from the Department of Insurance and Financial Services at (833) ASK-DIFS or michigan.gov/difs.

Michigan Consumer Protection Act

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

The following gives some of the prohibited practices listed in the Michigan Consumer Protection Act. It also includes examples of when those types of situations may apply.

- Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services. *Example:* A company uses a governmental-sounding name to imply government approval.
- 2. Using deceptive representations or deceptive designations of geographic origin in connection with goods or services.

 Example: A company labels wine, made in the United States with U.S.-grown grapes, with the words "French wine."
- **3.** Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he/she does not have. *Example:* A business falsely claims to have the endorsement of a chamber of commerce or the Better Business Bureau.
- **4.** Representing that goods are new if they are deteriorated, altered, reconditioned, used, or secondhand.
 - Example: A tire dealer sells retreaded tires as new.
- 5. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another
 - Example: A retail store sells a 2021 television as a newer 2024 model.

- **6.** Disparaging the goods, services, business, or reputation of another by false or misleading representation of fact.
 - *Example:* A business falsely claims it can undersell competitors because the competition can't buy in as large a volume from wholesalers.
- 7. Advertising or representing goods or services with intent not to dispose of those goods or services as advertised or represented.
 - *Example:* A department store advertises a low-priced item with the intent to switch consumers to a higher-priced model.
- **8.** Advertising goods or services with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity in immediate conjunction with the advertised goods or services.
 - *Example:* A store advertises a sale without disclosing it has only three in stock.
- **9.** Making false or misleading statements of fact concerning the reason for, existence of, or amounts of price reductions.
 - Example: A store advertises merchandise at 20 percent off the "regular" price but has never sold the merchandise at the "regular" price.
- **10.** Representing that a part, replacement, or repair service is needed when it is not.
 - *Example:* An appliance repair person falsely claims several parts are defective and need to be replaced.
- **11.** Telling a person that is being supplied goods or services that the person requested the goods or services, when the person did not.
 - *Example:* A club sends an item and bill, falsely claiming the member had ordered it.
- 12. Misrepresenting that because of some defect in a consumer's home the health, safety, or lives of the consumer or his/her family are in danger if the product or services are not purchased, when in fact the defect does not exist or the product or services would not remove the danger.
 - Example: A home repairperson claims a furnace is dangerous and should be replaced immediately when it's neither dangerous nor in need of replacement.

···· · o Michigan Consumer Protection Act

- **13.** Causing a probability of confusion or of misunderstanding with respect to the authority of a salesperson, representative, or agent to negotiate the final terms of a transaction.
 - *Example:* A car salesperson makes an offer to sell a car at a certain price but does not have the final authority to negotiate the price.
- **14.** Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction.
 - *Example:* A salesperson implies a contract can be easily canceled when there are severe restrictions on the cancellation.
- 15. Causing a probability of confusion or misunderstanding as to the terms or conditions of credit if credit is extended in a transaction.

 Example: A business claims a consumer will not have to make the first installment payment on the purchase for 60 days but sends a bill requiring immediate payment a week after the sale.
- **16.** Disclaiming or limiting an implied warranty of merchantability and fitness for use, unless a disclaimer is clearly and conspicuously disclosed. *Example:* A manufacturer refuses to repair a recently purchased lawn mower which won't cut grass and was not sold "as is."
- 17. Representing or implying that goods or services will be provided promptly, if the merchant knows or has reason to know it will not be so provided. *Example:* A manager claims new items will be delivered within two weeks but knows it will take longer to get the items from the manufacturer.
- **18.** Representing that a consumer will receive goods or services "free," "without charge," or using similar phrases without clearly disclosing the conditions, terms, or prerequisites to the use or retention of the goods or services advertised. *Example:* A gas station advertises a free car wash with fill-up without clearly disclosing that a minimum purchase is required.

- **19.** Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.
 - *Example:* A builder makes surface repairs to an old home to hide substantial defects and code violations.
- **20.** Entering into a consumer transaction in which the consumer waives or purports to waive a right, benefit, or immunity provided by law, unless the waiver is clearly stated and the consumer has specifically consented to it.
 - *Example:* A business refuses to give a refund on a defective product claiming "all sales are final" although the product was not sold "as is."
- 21. Failing, in a consumer transaction that is rescinded, canceled, or otherwise terminated in accordance with the terms of an agreement, advertisement, representation, or provision of law, to promptly restore to the person or persons entitled to it a deposit, down payment, or other payment, or in the case of property traded in but not available, the greater of the agreed value or the fair market value of the property, or to cancel within a specified time or an otherwise reasonable time an acquired security interest.
 - Example: A door-to-door salesperson refuses to return a deposit even though the consumer has canceled the contract within three business days as provided by Michigan's home solicitation sales law.
- 22. Arranging for the consumer to sign a writing if the merchant knows or has reason to know that the statement in that writing is not true.

 Example: A moving company requires a consumer to sign a statement confirming that all goods have arrived undamaged when the mover knows it isn't true.
- **23.** Representing that a consumer will receive a rebate, discount, or other benefit as an inducement for entering in a transaction, if the benefit is contingent on an event to occur after the start of the transaction.
 - *Example:* A salesperson convinces a consumer to purchase a vacuum cleaner by promising cash for each person the consumer gets to buy one in the future.

Michigan Consumer Protection Acto.

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

 Example: A business requires a person who only understands Spanish to sign a contract written in English.
- 25. Gross discrepancies between the oral representations of the seller and the written agreement covering the same transaction or failure of the other party to the transaction to provide the promised benefits.

 Example: A travel agent claims meals and
 - Example: A travel agent claims meals and entertainment are included in a tour package when the agent knows they are not.
- **26.** Charging the consumer a price that is grossly in excess of the price at which similar property or services are sold.
 - *Example:* A gas station charges a consumer, whose car has run out of gas, \$20 per gallon when there are no other gas stations for 50 miles.
- **27.** Causing coersion and duress as the result of the time and nature of a sales presentation. *Example:* An agent for a home repair contractor
 - convinces a consumer whose house is on fire to sign a contract for repairs.
- **28.** Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is. *Example:* An insurance agent implies an insurance policy is really a savings program by using the word "contract" instead of "policy," "deposit" instead of "premium."
- **29.** Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.
 - Example: A car dealer claims a used car has been repaired so that it runs perfectly but knows its headlights don't work.
- **30.** In ceratin circumstances, representing one's product or package as recycled, recyclable, degradable, or is of a certain recycled content. *Example:* A manufacturer claims that they have developed a product made of 100 percent recycled material, when in fact, the product is made of only 50 percent recycled material.

31. In certain circumstances, representing one's product as degradable, biodegradable, or photodegradable unless it can be substantiated that the product will completely decompose within a reasonably short period of time.

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

SUMMARY

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

- request a court order to stop the business from using the practice, but the business may have 10 days to stop the practice before court action begins;
- request that a court require the business to appear before the enforcement agency for questioning or for a review of its records;
- accept an assurance of discontinuance (this means the business does not admit guilt but agrees to stop using the questionable practice);
- file a class action lawsuit on behalf of consumers.

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

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

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

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

· • Michigan Consumer Protection Act

1999 decision of the Michigan Supreme Court (Smith v Globe Life Insurance Co., 460 Mich 446 (1999)), which was upheld by a 2007 decision (Liss v Lewiston-Richards, Inc. 478 Mich 203 (2007)), further limited the application of the Michigan Consumer Protection Act. The relevant portion of the Court's decision turned upon its interpretation of a provision in the act that excluded transactions or conduct that are "specifically authorized" under other laws. The Court held that the exclusion should not be read to exclude only specific types of conduct, but that the exclusion instead applied more broadly - where "the general transaction is specifically authorized by law, regardless of whether the specific misconduct alleged is prohibited." Essentially, businesses that are regulated by other means, such as an insurance company being regulated by the Insurance Code of 1956, are exempted from the Michigan Consumer Protection Act.

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

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



Checking Account/ ...Deposit Information.

WHAT YOU SHOULD KNOW ABOUT CHECK-HOLD POLICIES

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



You should receive next business day access for:

- cash deposits;
- electronic funds transfers;
- U.S. Department of Treasury checks;
- U.S. Postal Service Money Orders;
- state and local government checks;
- · cashier's checks;
- checks that are drawn on an account held by your banking institution and are deposited in an on-premises ATM for that banking institution; and
- for deposits that include some checks not listed above, often the first \$200 must be made available the next day.

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

There are minor exceptions to these rules, which can be found in section 229.13 of Regulation CC, available at **www.ecfr.gov**.

A note about ATMs:

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

WHERE TO COMPLAIN

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

- State Chartered Banks and Credit Unions:
 Department of Insurance and Financial Services
 Consumer Services Division
 Toll-Free: (877) 999-6442
 www.michigan.gov/difs
- Federally Chartered Banks and Federal Savings Associations:

Consumer Financial Protection Bureau (CFPB) Toll-Free: (855) 411-2372

If you have questions regarding how your bank is chartered, DIFS can provide you with that information at (877) 999-6442

 Federally Chartered Credit Unions: National Credit Union Administration Toll-Free: (800) 755-1030

www.ncua.gov

IDENTITY THEFT

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

····· Checking Account/Deposit Information

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

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

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

Information on how to deter and detect identity theft, as well as what to do if you are a victim of identity theft, is available at **www.identitytheft.gov** or by phone at (877) 438-4338.

Additional publications and articles on a variety of topics related to ID theft are available at **www.usa. gov/identity-theft** and **www.identitytheft.gov**.

ID theft victims should:

- Immediately contact the fraud departments of each of the three major credit bureaus to report the theft. Ask for a "fraud alert" to be placed on your file and request that no new credit be granted without your express, personal approval. Ask how long your account will be flagged. Record the expiration date of the fraud alert, and call back as this date approaches if you wish the alert to remain on your file. (Contact information for the three major credit bureaus is provided on this page.)
- Immediately contact the security or fraud departments of every credit card issuer, bank, utility company, or other company that maintains accounts that were opened or accessed fraudulently, and consider closing affected accounts. Ask for your account to be password protected to prevent further unauthorized activity, and use unique passwords (not your mother's maiden name or Social Security number) on any new accounts you open.
- Immediately call the FTC's ID Theft Clearinghouse toll-free at (877) ID-THEFT [(877) 438-4338] or use the FTC's ID Theft Complaint Form.

Counselors will take your complaint and advise you on the basis of your situation what additional steps you should consider. Complaints to the FTC are entered on the nation's only central identity theft database, which is accessible to law enforcement agencies around the nation.

• If a company insists on pursuing a debt that is obviously the result of identity theft, the Michigan Attorney General's Consumer Protection Division may be able to help you resolve the problem. In an effort to protect yourself from identity theft, research anti-identity theft companies who have created an alert notification system for when your identity may be compromised. There may be a fee charged for this service.

MAJOR CREDIT BUREAUS:

Equifax www.equifax.com

Phone: (888) 378-4329 TTY (866) 855-2573

Forms: P.O. Box 740241, Atlanta, GA 30374

Experian www.experian.com

Phone: (888) 397-3742

TransUnion www.transunion.com

Phone: (833) 395-6938

CONTACT THE ATTORNEY GENERAL CONSUMER PROTECTION DIVISION:

Office of the Attorney General Consumer Protection Division P.O. Box 30213 Lansing, MI 48909

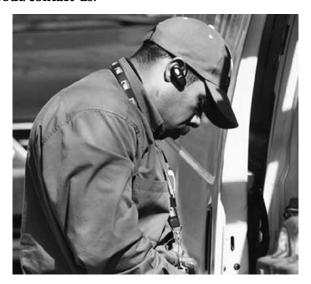
Complaint Line: (517) 335-7599 Toll-Free: (877) 765-8388

www.michigan.gov/ag/



Your Rights as a Utility ... Customer in Michigan.

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



GENERAL RIGHTS

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

- customer needs to certify that the shutoff of service will aggravate an existing medical emergency. Contact your utility company for details.
- 9. A utility shall not require a customer or applicant to provide the utility with his or her Social Security number as a condition of obtaining or continuing a utility service. However, a utility may ask for positive identification.

SHUTOFF RULES

- 1. Your utility service may be shut off if you:
 - do not attempt to pay any amount past due and have not entered into a settlement agreement;
 - do not keep up with your settlement agreement;
 - tamper with service or utility equipment;
 - refuse to let a service person read your meter, inspect or repair utility equipment;
 - use a false name to get service;
 - steal electricity or gas.
- 2. The utility company must provide you notice 10 days before shutting off your service.
- 3. Your utility service shall not be shut off if you:
 - do not pay for merchandise or appliances purchased from the utility;
 - rent your residence and your utilities are included in your rent, BUT your landlord fails to pay the bill. In this situation you, as renter, can prevent the shutoff if you:
 - agree to put the service in your name. If you
 do, the utility company cannot charge you any
 of the past bill; or
 - participate in the Winter Protection Plan. Call the PSC to apply; your income level must be within their acceptable guidelines to qualify.
 - People 65 years of age or older as well as those receiving food assistance benefits may also be protected.

Visit: www.michigan.gov/mpsc/consumer/utility-program-portal/uppco-energy-customer-programs.

····· Your Rights as a Utility Customer

Utility customers or their spouses, called to full-time active military duty by the President or the Governor during a time of declared national or state emergency or war, may apply for shut-off protection for electric or natural gas service for up to 90 days. These customers can reapply for extensions. The utility company may request verification of active duty status. Customers will still be responsible to pay for all services used during the time of protection. Contact your utility company.

Energy assistance is available from both the state and federal government, as well as many nonprofits and social service agencies in Michigan.

If you have complaints about your utility company or your bill, you should contact the utility company directly. If the issue is still unresolved after contacting your utility, you may file a formal or informal complaint with the Public Service Commission online at **www.michigan.gov/mpsc**, or by calling toll-free (800) 292-9555.

TELECOMMUNICATIONS

Under the Michigan Telecommunications Act (MTA) (1991 PA 179), much of the Michigan Public Service Commission's (PSC) traditional regulatory authority over rates has been removed. Currently, the PSC has no jurisdiction over any services or prices provided

by a cellular (wireless) company.

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

CONSUMER PROTECTIONS

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

SLAMMING

Slamming occurs when a consumer's telephone service is switched to another provider without the consumer's premission. The PSC and the Federal Communications Commission (FCC) have issued rules to protect consumers from slamming.

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

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

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

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

CRAMMING

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

The PSC recommends taking some preventative measures to avoid cramming charges, such as carefully reviewing all promotional materials before filling out contest entry forms or coupon offers. The fine print may be authorizing additional telephone services. Also, be careful about who is using your phone. Others can use your phone to request services that you did not request yourself, leading to additional charges.

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

Your Rights as a Utility Customer o.

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

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

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

VIDEO/CABLE

The Uniform Video Services Local Franchise Act (2006 PA 480) created a new franchising system for

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

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



... Health Insurance Reform.

INTRODUCTION

Currently, an estimated 9.6% of people nationwide are without health insurance coverage. This rate has steadily dropped since the implementation of the federal Affordable Care Act. Prior to the implementation of the Affordable Care Act, individuals often had difficulty obtaining affordable coverage due to preexisting medical condition exclusions.

NATIONAL HEALTHCARE REFORM

Congress enacted significant health care reforms with the Health Care and Education Reconciliation Act of 2010 and the Patient Protection and Affordable Care Act. Broadly speaking, the legislation requires most United States citizens and legal residents to have health insurance. As of April 2022, nationally, over 38 million people have signed up for health insurance on the health care exchanges.

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

A separate exchange was created for small businesses to purchase coverage. If an employer has more than 50 employees, it is considered the responsibility of the employer to offer benefits in cerain circumstances. If an employer does not offer benefits in cerain circumstances, and at least one full-time employee receives health insurance through an Exchange, that employer will be penalized. This provision does not apply to businesses with less than 50 employees. Medicaid coverage expanded to 133% of the Federal Poverty Level. In 2022, the Federal Poverty Level for a family of four was \$27,750.

More information on Michigan's Medicaid expansion program, *Healthy Michigan*, can be found at **www.michigan.gov/healthymiplan** or by contacting your local Michigan Department of Health and Human Services office.

Key provisions of national healthcare reform include:

- Small businesses that offer employee coverage are eligible for tax credits up to 50% of premiums;
- Lower prescription drug costs for senior citizens; and
- Early retirees will be eligible for a temporary reinsurance program designed to offset the costs of health claims.

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

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

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

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

Information on federal health care reform is available at **www.healthcare.gov** or **www.michigan.gov/mdhhs**.

FEDERAL ASSISTANCE AVAILABLE

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



Maximum loan amount

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

How do I qualify for a loan?

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

How do I apply?

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

What kind of improvements are financed?

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

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

If your home is newer, you can:

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

STATE ASSISTANCE AVAILABLE

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

MSHDA offers low-interest home improvement loans for eligible homeowners and landlords. For more information, visit **www.michigan.gov/mshda**.

Who can apply?

- MSHDA's Property Improvement Program offers low-interest home improvement loans to single-family Michigan homeowners with annual household incomes up to \$65,000 (\$74,750 in certain areas).
- Applicants must have a credit score of at least 640.
- The property must be located in Michigan.
- The applicant must own or be buying the property, and the property must be the applicant's permanent year-round residence. If the property is being purchased then the homeowner must occupy it within 60 days from the date of the loan closing.

What home improvements are eligible?

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

How much can I borrow?

The amount of the loan depends on what the loan is being borrowed for and the applicant's credit score. For more information on MSHDA programs, ways to apply and curent rates for loans, visit www.michigan.gov/mshda.

Tips for dealing with maintenance and alteration contractors

- Consumers should always get multiple estimates and have the contractor submit bids in writing that include line item costs and the total dollar amount of the project.
- Contractors should have a reputation for honesty and good workmanship.
- Hire contractors with a good working reputation in the community. All residential builders must be licensed by the State of Michigan and hold certain types of insurance.

For more information on licenses of contractors, builders, and maintenance businesses, visit www.michigan.gov/som/government/state-license-search/r/residential-builder or www.michigan.gov/lara/bureau-list/cscl.

Payment

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

If you have issues with your contractor's workmanship, consider discussing the matter with their supervisor, the owner of the business, or your local building inspector first. If you consult with an attorney, fees may be requested.

HOUSEHOLD HELP FOR SENIOR CITIZENS: HOUSEHOLD MAINTENANCE

Senior citizens may receive assistance with household repairs and maintenance through their local Area Agency on Aging (AAA). Your local AAA may also know of loan and grant programs available for assisting with home maintenance and repairs through local government, neighborhood organizations, community action agencies, MSHDA, Emergency Relief Programs or other similar programs.

Some AAAs offer minor home repairs such as grab bar installation, step repair, and small repairs that provide safety in the older person's home. For other home repair services, such as permanent restoration or renovation to extend the life of the home or those that involve structural changes, the AAAs may refer older adults to Community Action Programs or other governmental agencies.

How do I apply?

• • • • • • • • • • •

The Area Agency on Aging will decide if you are eligible for their programs and can give you some general guidance regarding eligibility in other programs. To find your local Area Agency on Aging, please visit www.michigan.gov/mdhhs.

MICHIGAN HOME ENERGY ANALYSIS

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

A professional auditor will do the following:

- 1. Blower door test this measures the air-tightness of your home;
- 2. Infrared camera scan pinpoints air leaks, insufficient insulation, and moisture problems;

Home Improvement Loans o

- 3. Combustion safety test ensures gas appliances are operating safely and efficiently;
- 4. Walk through identifies other energy efficiency problems.

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

Selecting an energy auditor

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

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

COST

Michigan Saves, a nonprofit organization dedicated to making energy improvements easy and affordable, has information on energy efficiency and renewable energy improvements. Homeowners can choose from a list of qualified improvements, such as new windows and doors, new air conditioners or furnaces, or even new appliances. Howeowners can also get a home energy assessment to identify what you can do to spend less money on energy in your home. There may be opportunities available for business owners.

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

THINGS YOU CAN DO THAT DON'T COST MONEY:

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



Home Improvement Loans

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

- 1. Have heating equipment checked, cleaned, and adjusted for top efficiency by a qualified serviceperson.
- 2. Add insulation in ceiling and walls.
- Add storm windows and storm doors to your home.
- 4. Caulk cracks around window and door frames, or any other small openings to the outside.
- 5. Add a humidifier. Extra humidity brings a feeling of warmth at a lower temperature.
- 6. Add weather stripping around doors and windows.
- 7. Insulate heating pipes or ducts where they run through unheated attics or crawl spaces.
- 8. Modernize an old heating system by replacing it with newer, more efficient equipment.
- 9. Add a clock-thermostat to adjust your heat automatically.

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

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

ENERGY SAVING TIPS

Small steps can result in significant savings for consumers. These energy-saving tips may help your electric bill:

1. Change your light bulbs to energy-saving compact fluorescent light bulbs;

- 2. Install solar water and space heating;
- 3. Air seal, and insulate your attic;

• • • • • • • • • • • • •

- 4. Turn off your power strips or unplug electronics;
- 5. Install solar electric panels on your roof;
- 6. Choose Energy Star-certified, heating and cooling systems;
- 7. Purchase an energy-efficient water heater; and
- 8. Ask your local electric utility if Smart Meters are available.

For more tips visit energy.gov/energysaver/energy-saver.

HEATING ASSISTANCE

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

State Emergency Relief

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

Eligibility is based on the following:

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

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

Home heating credit

If your income falls below a certain threshold, you may be eligible for a home heating credit. The Michigan Department of Treasury determines eligibility for the credit and makes the payments. Eligibility is based on income, number of exemptions, and household heating costs.

Weatherization Assistance Program (WAP)

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

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

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

WHAT IS A HOME EQUITY LOAN?

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

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

Advantages of home equity loans

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

Common home equity loan uses

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

···Home Equity Loans ·



Be cautious

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

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

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

Tips for finding a HEL

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

Questions to ask when shopping for a HEL

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

ABUSES

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

Equity stripping

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

Balloon payments

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

Loan flipping

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

Home improvement loans

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

Credit insurance packing

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

Know your rights

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

For more information please visit:

www.fdic.gov/consumers/consumer/ predatorylending

www.consumer.ftc.gov/articles/ 0227-home-equity-loans-and-credit-lines

WHAT ARE THE TAX DEDUCTIONS FOR A HOME EQUITY LOAN?

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

Planning your payments

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

···Mortgage Redlining

YOUR RIGHTS AND RESPONSIBILITIES

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

WHO DOES THE LAW APPLY TO?

The law (1977 PA 135) applies to banks, savings and loan associations, credit unions, and mortgage companies which make or buy mortgage loans subject to the act. The Michigan State Housing Development Authority is also subject to the act.

WHAT KINDS OF LOANS ARE COVERED BY THE LAW?

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

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

- 1. A lender must post a notice of your rights under the act in a prominent place in each of its loan offices.
- 2. The lender must have pamphlets explaining what you need to do to get a mortgage or home improvement loan. A rule says the pamphlet has to be placed where you can pick up a copy without asking a loan officer.
- The lender has to apply the same loan policies to all neighborhoods in a metropolitan area. In a rural area, the same policies would apply to all neighborhoods in a county.
- 4. A report on mortgage and home improvement loans is prepared every year, and the regulator of Michigan's "Anti-Redlining" statutes must provide this report to the public upon request.

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

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

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

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

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

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

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

1. You may ask for copies of the forms, reports, and letters the lender used to reach the decision on your loan. If you paid an appraisal fee or the appraisal

Mortgage Redlining o.

- was the reason your loan was denied, you may ask for a copy of the appraisal report. The lender must provide these copies (except a credit report). If you find incorrect information in the documents, you should get in touch with your lender. Some misunderstandings can be settled at this point.
- 2. If you still are not satisfied, you may want the loan reviewed by your local mortgage review board. Ask the lender if there is one in your area. This action could help you get your loan through the same lender or another institution in the area.
- 3. The law also says that you may file a complaint with the Michigan Department of Insurance and Financial Services (DIFS) if you think a lender has not complied with the anti-redlining law. The lender has complaint forms. You may not file a complaint about a violation of the act that happened before the law took effect. Also, you may not file a complaint more than two years after the violation took place. DIFS must begin an investigation within 15 days after it receives your complaint. You must be notified of the progress of the case within 30 days, and the investigation must be finished within 60 days, and a hearing may be held. A lender who violates the law may be fined as much as \$10,000.00.

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

WHAT TO DO IF YOU HAVE QUESTIONS ABOUT THIS LAW

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

Michigan Department of Insurance and Financial Services 611 West Ottawa Street, 3rd Floor P.O. Box 30220 Lansing, MI 48909 Phone: (517) 373-0220 Toll-Free: (877) 999-6442



... Foreclosure



FORECLOSURE

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

If you are unable to make your mortgage payment:

- Do not ignore the problem.
- Open all mail from your lender.
- Contact your lender as soon as possible.

Federal Consumer Financial Protection Bureau Rules

Federal rules issued by the Consumer Financial Protection Bureau (CFPB) implemented new laws protecting consumers from certain actions by mortgage servicers. The rules originate from the Dodd-Frank Wall Street Reform and Consumer Protection Act.

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

Michigan State Housing Development Authority (MSHDA)

Michigan State Housing Development Authority has resources for homeowners who are having trouble making mortgage payments or have had an involuntary hardship cause them to fall behind on real estate taxes, as well as information on housing counselors. Information is available at: www.michigan.gov/mshda/0,4641,7-141-45866 47906---,00.html.

Additional Resources

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

PREVENTING FORECLOSURE SCAMS

Watch out for:

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

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

AUTOMOBILE INSURANCE/REPAIR

Guide to No-Fault Insurance in Michigan

INSURANCE YOU MUST HAVE TO DRIVE – NO-FAULT INSURANCE

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

If you have an automobile accident and are injured, no-fault insurance pays for the costs of your care, recovery, or rehabilitation, with limitations that will be discussed later, and wage loss for a time. It will also pay for the damage you do to other people's property. It does not matter who caused the accident.

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

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

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

WHAT THE LAW REQUIRES

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

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

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

AUTO INSURANCE ELIGIBILITY

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

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

NEW CHOICES IN INSURANCE COVERAGE

In 2019, major changes were made to automobile insurance requirements in Michigan, mostly to no-fault insurance coverage. These changes included allowing choices in the level of insurance coverage for care, recovery, or rehabilitation expenses of injured persons, and in the level of residual liability coverage for bodily injury.

1. Care, Recovery, and Rehabilitation Expense Benefit Levels

Car owners now have the ability to choose among the following levels of insurance:

 No limit. (This level of coverage was the only level available before the 2019 changes.)

····· No-Fault Insurance in Michigan

- \$500,000.
- \$250,000.
- \$25,000. (This lowest limit is available only to those enrolled in Medicaid.)

Additionally, certain car owners can chose not to have any care, recovery, or rehabilitation expense coverage. This applies to:

- Persons who have health care under Parts A and B of Medicare.
- Persons who have other health insurance that covers motor vehicle accidents and that has only a limited deductible.

2. Residual Liability Coverage for Bodily Injury

A car owner also has the ability to choose limits for residual liability coverage for bodily injury, as will be discussed later. The basic coverage limits required are \$250,000 per person and \$500,000 per accident. However, a person can choose to have lower limits, as low as \$50,000 per person and \$100,000 per accident. Higher limits are also available.

NO-FAULT PAYS FOR THREE THINGS:

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

In this case, no-fault pays:

- Unless no coverage has been selected, reasonable charges incurred for reasonably necessary products, services, and accommodations for an injured person's care, recovery, or rehabilitation, up to any limit chosen.
- Up to 85 percent of the money that you would have earned, up to a certain maximum amount per month, for no more than three years, based on the last month worked. For accidents that occur during the fiscal year ending September 30, 2013, the monthly maximum was \$5,189 per month. The maximum is adjusted annually.
- Up to \$20 a day if you have to hire someone else for services you would normally do for yourself.

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

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

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

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

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

- Other people's tangible property, such as buildings, trees, road signs, etc.
- Other people's vehicles, but only if the vehicles were properly parked.

3. If You Are Sued: Residual Liability Insurance

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

- Each driver's medical and other expenses are, at least mostly, paid by the driver's own insurance company as described previously, no matter who caused the accident; and
- The damage a car does to other people's tangible property is paid under Property Protection.

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

Residual Liability Insurance has two parts:

- Property damage.
- Bodily injury.

RESIDUAL LIABILITY – PROPERTY DAMAGE

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

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

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

You should also be aware that you can also be sued for up to \$1,000 in damages to another person's car that are not covered by that person's insurance. This part of the law is known as "mini-tort" and is discussed in detail later in this section. Your residual liability insurance does not automatically protect you against this type of lawsuit.

RESIDUAL LIABILITY – BODILY INJURY

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

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

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

- Damages awarded by the court, up to the limits you selected as discussed earlier in NEW CHOICES IN INSURANCE COVERAGE, for injuries you cause to another person.
- The costs of defending you against court suits.

NO-FAULT DOES NOT PAY FOR:

- Repairs to your vehicle after an accident, no matter whose fault it was.
- Repairs to another person's vehicle after an accident, no matter whose fault it was, unless the vehicle was properly parked.

- Costs for replacement of your vehicle if it is stolen.
- "Mini-tort" protection.

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

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

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

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

YOUR CHOICE: EXTRA INSURANCE YOU MAY WANT TO BUY

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

1. Uninsured Motorist Insurance

Uninsured Motorist Coverage is an optional coverage that may be available to you from your insurance company. If you are seriously injured in an accident (killed or suffer a serious impairment of body function or permanent serious disfigurement) and the other driver cannot pay pain and suffering damages owed to you, your Uninsured Motorist Coverage pays the damages to you. Uninsured Motorist Coverage

compensates you for pain and suffering only and excess wage loss, if any, beyond the amounts paid under the required no-fault coverages. If you are killed, the compensation is paid to your survivors.

2. Residual Liability Insurance - Increased Limits

You may be sued because of an accident, as was discussed in the section on Residual Liability Insurance. If this happens, your no-fault policy will pay up to the amounts you selected when you purchased your policy. However, courts sometimes decide that you must pay more than these amounts. If this happens, you would be responsible for paying the amount not covered by your insurance policy. To protect themselves, many people buy extra liability insurance. It may not cost a lot of extra money to buy extra amounts.

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

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

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

A. Collision Insurance

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

• Limited Collision Without a Deductible.

If you are 50 percent or less at fault in an accident, this type of collision insurance will pay to repair your car. If you are more than 50 percent at fault, you will receive no benefits.

Broad Form Collision.

This type of collision insurance will pay to repair your car regardless of fault. However, if you are more than 50 percent at fault, you must pay a deductible. If you are 50 percent or less at fault, you pay nothing.

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

• Limited Collision With a Deductible.

If you are 50 percent or less at fault, this type will pay to repair your car, except you must pay a deductible. If you are more than 50 percent at fault, you will receive no benefits.

• Regular Collision.

Regular collision will pay regardless of fault, except you must always pay a deductible.

When you buy your insurance, the company or agent must give you a clear written explanation of the types of collision insurance available to you.

B. Comprehensive Insurance

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

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

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

WHY YOUR INSURANCE COSTS WHAT IT DOES

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

Your Driving Record and Insurance History –
 Under Michigan law an insurance company must
 accept an applicant at regular rates unless the
 applicant fails to meet specific eligibility
 requirements. Some factors affecting eligibility are
 traffic and drunk driving convictions, as well as
 substantially-at-fault (more than 50 percent)
 accidents. The more tickets and accidents you have,
 the higher your rates may be. Nondriving matters,

such as cancellation for nonpayment of your auto premium, may also affect your eligibility.

- Your Age, or Length of Driving Experience While companies are no longer allowed to rate a driver on sex or marital status, age or length of driving experience still affects the cost of auto insurance. Young drivers will pay more than those considered to be adults. Different companies set different ages at which they are considered adults a 23-year-old may be an adult with one company and be a youthful driver with another company.
- Where You Live The 2019 changes to Michigan insurance law prohibit insurance companies basing rates on "the postal zone in which the insured resides". However, insurance companies have found that more accidents are likely to occur in some parts of the state than others, and it costs more to settle claims in some places. So rates are still likely based somehow on where you live. For more information and to determine whether your insurance company is acting properly, you may wish to contact the Department of Insurance and Financial Services.
- Income Because no-fault insurance pays for wages lost due to an automobile accident, some companies charge less if a person's income is below a certain amount.
- Credit Score The 2019 changes to Michigan insurance law also prohibit an insurer from establishing rates based on your credit score.
- Vehicle Use Different people use their cars for different purposes. Some people drive to work, and others drive only for pleasure. The less you drive, the less you may be charged for insurance.
- Vehicle Make/Model Expensive cars cost more to repair or replace, and so collision and comprehensive insurance cost more. Also, some companies have an extra charge for sports cars or high-performance models.

WHAT YOU CAN DO TO LOWER YOUR INSURANCE RATES

1. Keep Your Driving Record Clean

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

2. Decide Whether You Really Need Collision Insurance

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

Here's an example:

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

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

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

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

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

The no-fault law requires insurance companies to offer a discount on their no-fault insurance if you "coordinate" your other health insurance or sickness-accident benefits with your no-fault policy. To coordinate your sickness or accident benefits with no-fault means that, if you have an automobile accident, your no-fault policy pays you only for that part of your lost wages and medical expenses not paid by your employer or your sickness-accident insurance policy. Because your auto insurer pays less in claims, your insurance cost is lower.

Select a Limit for Care, Recovery, and Rehabilitation Expense Benefits, Or Select No Coverage If Qualified

As was previously discussed, since the law was changed in 2019, car owners no longer have to buy unlimited personal protection benefits. It will save you some money to choose less than unlimited benefits, or to not have this coverage at all if you are qualified. You should seriously consider this decision, however. You will have to weigh the money you will save against several things:

- If you are seriously injured in an accident, your medical expenses can add up in a hurry, exhausting any limit.
- Even if you have good health coverage, if you are seriously injured there are many expenses that no-fault insurance may cover that your health coverage will not. Things such as vehicle modifications, home modifications, computer equipment and supplies, generators, non-emergency medical transportation, non-prescription drugs and over-the-counter medical supplies, and even guardian and conservator and certain case management services, if necessary.
- If you are very seriously injured, no-fault insurance will keep paying for the rest of your life. Your health coverage will only keep paying if you can keep paying the premiums.

For some people with lower incomes, taking the risk and buying insurance with lower limits or without some coverage may make sense, and is better than taking the risk of driving illegally with no insurance at all. But full no-fault insurance does provide added benefits that many will still want to pay the extra expense for.

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

6. Shop Around

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

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

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

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

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

Michigan Department of Insurance and Financial Services Consumer Services Division P.O. Box 30220 Lansing, MI 48909

Phone: (517) 373-0220 Toll-Free: (877) 999-6442

		Nature of Accident		
	If your vehicle is damaged in an accident and you have this kind of collision coverage.	You are MORE THAN 50% at fault (you hit a tree, a person, another vehicle, etc.)	You are 50% OR LESS at fault (you are rear-ended, side-swiped, etc.)	
	No Collision Coverage	Your insurance pays nothing. You are responsible for the cost of repairs to your car.	Your insurance pays nothing. You are responsible for the cost of repairs to your car.*	
	Limited Collision Coverage	Your insurance pays nothing. You are responsible for the cost of repairs to your car.	Your insurance pays. If you have chosen a deductible, your insurance pays the cost of repairs over and above the deductible. You must pay the deductible.	
	Standard Collision Coverage	Your insurance pays, except the deductible that you have chosen. You must pay the deductible.	Your insurance pays, except the deductible that you have chosen. You must pay the deductible.	
	Broad Form Collision Coverage	Your insurance pays, except the deductible that you have chosen. You must pay the deductible.	Your insurance pays. You do not have to pay the deductible.	

Auto Repair Rights and the Auto Lemon Law



WHAT YOU SHOULD KNOW BEFORE HAVING A CAR REPAIRED

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

- To give an itemized and written extimate of a repair's cost.
- To inform you so that you know about and approve (or refuse) any work done beyond the estimate.
- To give you a detailed invoice describing all repairs done.
- To have all repairs done by a Michigan-certified mechanic.
- To return all of the old parts which were replaced in the repair job.

AUTO REPAIR TIPS

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

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

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

WHEN YOU HAVE A COMPLAINT

The first step: Talk with the manager

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

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

····· Auto Repair Rights and the Lemon Law

AUTOMOTIVE REGULATION

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

The second step: Contact the State

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

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

Regulatory Monitoring Division P.O. Box 30046 Lansing, MI 48909-7546 Fax: (517) 335-3192 Email: SOS-RMD-800@michigan.gov

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

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

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

The consumer protection unit of a county prosecutor's office is also empowered to take action.

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

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

OTHER SOURCES FOR ANSWERS TO AUTO-RELATED QUESTIONS

Auto design and equipment

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

Driver license

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

Auto insurance coverage problems

Department of Insurance and Financial Services P.O. Box 30220 Lansing, MI 48909

Phone: (517) 373-0220 Toll-Free: (877) 999-6442

Auto Repair Rights and the Lemon Law

New car warranties, questions on warranty coverage

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

AUTO LEMON LAW

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

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

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

WHAT VEHICLES ARE COVERED?

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

WHEN DOES THE AUTO LEMON LAW APPLY?

• The first repair must have been performed by the dealer within one year after delivery or before the manufacturer's warranty expires, whichever is

earlier, and if either of the following situations exist.

- 1. The dealer or manufacturer has tried four or more times within 2 years to repair the same defect or condition and it continues to exist and substantially impairs the use or value of the vehicle.
- 2. The vehicle has been in for repairs for a total of 30 or more days during the manufacturer's warranty period, or within one year from the date of delivery, whichever is earlier.

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

- The manufacturer, not the dealership, is legally responsible for replacing or refunding the vehicle when the law applies so you must write the manufacturer's customer service office about the problem.
- In your letter include a list of the defects and an explanation of what has been done to attempt to fix them.
- Then, a meeting with the zone representative at the dealership would be arranged to discuss the problem and examine the car.
- Keep copies of all correspondence with the manufacturer and the dealer. Include all work orders, claim checks, and receipts with the dates the work was performed and the mileage at the time of repair.
- Under certain circumstances, this law requires you to notify the manufacturer in writing, by return receipt mail, under these conditions:
 - 1. after at least the third repair of the same defect; or
 - 2. after the car has been out of service for repairs for at least 25 days.

WHAT MUST THE MANUFACTURER DO WHEN I COMPLAIN?

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

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

- If the situation remains unresolved after taking the above steps, you can request a comparable model as a replacement for the defective vehicle or you can request a refund of the full purchase price. If a refund is chosen, the manufacturer may deduct a certain amount for the use of the car before the first repair.
- If the manufacturer participates in an arbitration program that meets federal and state standards, you must try to arbitrate the dispute. The manufacturer will tell you whether or not it participates in an arbitration program. Some manufacturers have developed other ways to conform with the law.
- If you are not satisfied with the decision reached in arbitration, you may wish to consult an attorney for possible court action. Court costs and attorneys fees may be awarded.

CAUTION: THE AUTO LEMON LAW DOES NOT APPLY IN ALL CASES

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

...Buying a Car

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

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

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



SELECTING A VEHICLE

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

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

WARRANTY

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

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

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

When reading a warranty, ask these questions:

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

Never accept a verbal warranty. Any vehicle sold "As Is" carries no warranty. You pay for any repairs that are needed on an unwarranted vehicle.

FINANCING A NEW OR USED VEHICLE

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

THE LEASING ALTERNATIVE

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

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

BEFORE YOU SIGN A PURCHASE AGREEMENT

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

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

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

Never sign a blank purchase agreement, and never sign a purchase agreement if you do not understand its terms or if it does not include the items described in the previous paragraph.

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

Other costs

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

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

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

COMPLETING THE SALE

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

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

If you are purchasing a used vehicle, the dealer must show you the previous owner's title. If the front of the title shows the word "rebuilt," the vehicle was previously issued a salvage title. The dealer must also disclose the odometer mileage reading in writing. After processing, you should receive a second copy of your Application for Title and Statement of Vehicle Sale (RD-108) in the mail within 20 days of the sale. You should receive an original title in about 30 days. Do not store the title in your vehicle.

AFTER THE SALE

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

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

BUYING A USED CAR

To buy . . . or not to buy?

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

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

Buying a Car o...

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

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

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

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

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

WHERE TO BUY A USED CAR

1. New car dealers usually have many late-model cars, service facilities, and established reputations. You may pay more for these "benefits." New car dealers must be licensed by the State of Michigan.

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

WARRANTIES AND SERVICE CONTRACTS

1. The warranty is one of the first things you should ask about when buying a used car. If there is a warranty, ask which parts are covered, and which aren't. Although dealers aren't required to provide a warranty on all used cars, the Federal Trade Commission (FTC) does require that a sticker be placed on the car's window listing the length of any warranty and which parts are covered. If you're not satisfied with the warranty, ask for more coverage.

Dealers are sometimes willing to give more coverage in order to make a sale. Remember, always get all promises in writing before you sign any purchase agreement.

Be wary of any "50/50" or similar restricted warranties that require you to pay part of the costs of repairs.

Unscrupulous dealers will inflate the costs of repairs so that they won't lose any money on the warranty. Some cars are sold "as is," meaning there is no warranty or guarantee and no seller responsibility or liability if something goes wrong. If the car falls apart right after you buy it, the seller may have no responsibility to repair it. ASK FOR A WARRANTY WHENEVER POSSIBLE.

2. A service contract or extended warranty is an agreement for an additional charge paid by the consumer to cover the costs of repairs. It is often for a specific period of time and covers only specific

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

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

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

IS THE MILEAGE YOU SEE THE ACTUAL MILEAGE?

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

To protect yourself from problems:

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

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

WHEN TO BUY

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

BUYING YOUR USED CAR

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

- www.nadaguides.com
- www.kbb.com
- www.edmunds.com/used-cars-for-sale

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

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

GENERAL INFORMATION

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

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

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

Buying a Car o	,
LICENSE TRANSFER, FEES, AND TITLE Your local Secretary of State branch office	Check the keys to make sure they fit easily in the locks for the doors, gas tank, trunk, and glove compartment.
INSURANCE	See if the radio antenna is missing or bent.
Department of Insurance and Financial Services P.O. Box 30220, Lansing, MI 48909 (517) 373-0220	Look for signs of leaks, such as upholstery stains and interior rust. If possible, run the car through a car wash to check for water leaks.
Toll-Free: (877) 999-6442	Check the front end. A sagging front end may indicate suspension problems.
U.S. Department of Transportation National Highway Traffic Safety	Check beneath the car for oil, transmission, brake, or engine coolant leaks.
Administration	What to look for: the interior
1200 New Jersey Avenue, SE, West Building Washington, D.C. 20590 Toll-Free: (800) 424-9153	Ask to see any service records the previous owner may have kept. Look in the glove compartment for old receipts that may give you an indication of how well the car was maintained.
USED CAR CHECKLIST Bring this checklist when you shop for a used	Check the odometer and ask the dealer to see the odometer statement from the previous owner.
car. Take your time and shop carefully. Don't be intimidated by high pressure salespeople or a private seller who wants to make a quick sale. REMEMBER: Before signing any papers, test	See if all the panel instruments work, including high and low beam headlights, heater, horn, windshield wipers, clock, radio, air conditioning, and blinkers.
drive the car and have it inspected by an independent, qualified mechanic.	Check for upholstery that's in good condition and matches the age of the car.
What to look for: the exterior	What to look for: under the hood
General appearance can give you a good idea of how well the former owner took care of the car. Look for dents, rust, repainted sections, and missing	The services of a good, reputable mechanic are well worth the costs (usually up to \$60) for an independent inspection. Ask the mechanic to:
chrome and molding. Flaking paint and rust around the lower edge of the body could mean inside rusting	look for metallic sludge in the radiator fluid (this may mean patched-up radiator leaks);
as well. Different paint shades may mean the car has been in an accident.	check for burnt or rotting wires;
Check the condition of all tires, including the spare. If the tires are not evenly worn, the car	 check the condition of the air filter (a damaged or missing air filter may mean potential engine problems);

look for worn or cracked radiator, power

inspect the battery for signs of corrosion

(hoses should be pliable and free of cracks);

(a near-dead battery may have loose or cracked

evaluate, in general, the car's cooling, electrical, suspension, and exhaust systems, as well as the

steering, and air conditioning hoses

brakes, transmission, and engine.

terminals);

may be out of alignment or there may be

Make sure the car has a workable jack.

Make sure the doors, windows, trunk, and hood

close tightly and lock easily. If they don't fit

correctly, the car may have a bent frame.

Push down on each corner of the car. If it

suspension problems.

···· Buying a Car

What to look for: during the test drive

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

- ____ Does the engine start quickly and run smoothly? If it idles too fast or gives off blue smoke, it could have major problems.
- ____ Does the car click, grind, or rattle on any kind of surface? Listen with the windows both up and down.
- Does the transmission pick up and shift smoothly when you accelerate? It shouldn't groan or howl, and the selector lever should move easily.
- ____ Do the wheels drift to one direction when you drive in a straight line? If so, an alignment may be needed.
- Do the brakes squeal or pull when you brake quickly? They may need new linings.
 The brake pedal should remain well above the floor and feel solid, not spongy.



CONSUMER CREDIT LOAN

··· Credit Repair Companies

WHAT THEY ARE

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

WHAT THEY CAN DO

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

WHAT THEY CANNOT DO

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

- Charge money to refer their customers to retailers for the same credit terms the public can get.
- Mislead or defraud the public about their services and charges.
- Advise a customer to make a statement that is known, or should be known, to be untrue or misleading to certain credit-related entities.

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

WHAT THEY MUST DO

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

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

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

WHAT YOU SHOULD DO

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

WHAT THEY ARE NOT

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

PENALTIES FOR VIOLATIONS

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

LEGAL REMEDIES

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

··· Consumer Credit

CHANGES IN CONSUMER CREDIT

The three most significant laws affecting charge accounts and credit cards in Michigan are the federal Truth in Lending Act; the federal Credit Card Accountability, Responsibility, and Disclosure Act, which was enacted in 2009 as an amendment to the Truth in Lending Act; and Michigan's Retail Installment Sales Act (1966 PA 224). The federal laws deal primarily with the credit cost information that a seller must tell you when credit is extended to you, while the Michigan law, among other things, establishes the maximum monthly finance rate and prohibits certain charge account provisions.

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

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

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

How is the average daily balance calculated?

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

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

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

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

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

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

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

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

How to minimize your finance charges under the average daily balance

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

Unsolicited credit cards

A federal regulation addresses unsolicited credit cards. It states that "no credit card shall be issued to any person except: (1) In response to an oral or written request or application for the card; or (2) As a renewal of, or substitute for, an accepted credit card...

If you should lose a credit card

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

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

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

Overextension of credit

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

Credit reporting agencies

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

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

Since these files hold a tremendous amount of personal information, it is essential that the data be accurate and kept up to date. In order to protect consumers, the federal Fair Credit Reporting Act requires consumer reporting agencies to "follow reasonable procedures to assure maximum possible accuracy" of the information in their consumer reports. However, the responsibility of maintaining accuracy lies with both the agency and, ultimately, with the consumer.

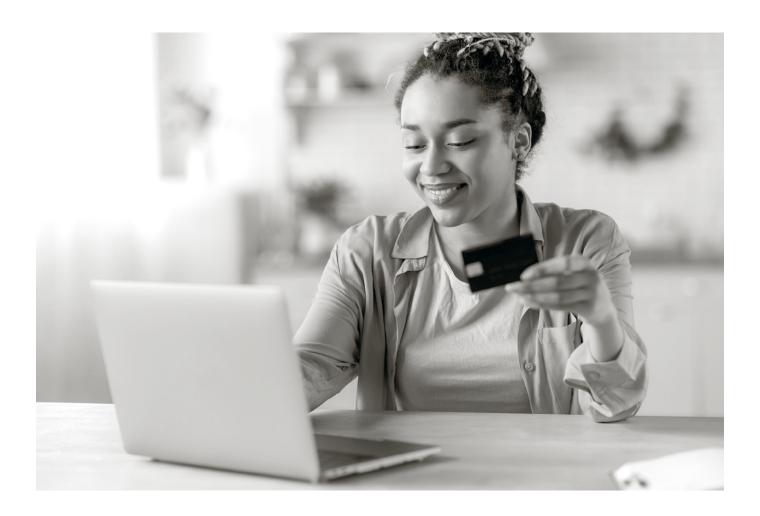
Examining your credit file

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

Consumer Credit •

If the reinvestigation does not resolve the problem, you should file a brief statement with the agency outlining your position. The agency must include your statement in any new report. If any information in your file is either disputed or inaccurate, you may request the corrected file be furnished to anyone who has, within the last two years, requested a report for employment purposes or, within the last 6 months, requested a report for any other reason. In other words, you have the opportunity to "clear your record" of misinformation given to others.

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



CONSUMER SALES

··· Mail Order Shopping

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

BEFORE YOU ORDER

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

TAKE EXTRA PRECAUTION

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

WHEN CAN I EXPECT TO RECEIVE MY ORDER?

 According to Federal Trade Commission rules, a mail order firm must ship an item within 30 days from the time it receives the order or within the time stated in the advertisement ("allow six to eight weeks for delivery" in most cases). • If the company doesn't send the item in that time, it must give the consumer the opportunity to cancel the order without charge.

WHAT ARE MY RIGHTS TO CANCEL AN ORDER?

- If the company notifies you of a shipping delay of 30 days or less and you don't respond to the notice, it is assumed you agree to the delay.
- If the shipping delay will be more than 30 days, the consumer must give expressed written consent to the delay.
- If the revised shipping date is missed, the consumer's order will automatically be canceled and refunded unless the consumer explicitly consents to an additional delay.

IF I CANCEL, WHEN CAN I EXPECT A REFUND?

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

These rules do not apply to the following orders:

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

IF A PROBLEM OCCURS

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

Mail Order Shopping • ·

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

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

GIFT CARDS

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

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

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

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

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

KNOW YOUR RIGHTS

Expiration dates

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

Tips

- 1. Ask if the gift card is a merchant-issued card or a bank-issued card.
- 2. Ask about expiration dates or other terms and conditions tied to the card.

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

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

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

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

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

File a complaint

If you feel your rights have been violated, contact the Attorney General's Consumer Protection Division at:

Consumer Protection Division

P.O. Box 30213, Lansing, MI 48909

(517) 373-1140 or Toll-Free: (877) 765-8388

Fax: (517) 241-3771

Online complaint forms are available at

www.mi.gov/ag/0,4534,7-164-17331---,00.html.

... Unwanted Phone Solicitations.



Thanks to state and federal law, you CAN limit unsolicited calls.

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

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

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

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

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

placing the calls, the date you asked to be placed on their "do-not-call" list, and the dates and times you received the calls. You can also sue the organization to recover actual damages or \$250, whichever is greater, and reasonable attorney fees.

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

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

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

If your number has been on the National Do Not Call Registry for at least 31 days and you receive a call from a telemarketer that you believe is covered by the National Do Not Call Registry, you can file an online complaint. You must know the name or telephone number of the company that called you and the date the company called you.

IMPORTANT NUMBERS

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

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

Consumer Inquiries and Complaint Center esupport.fcc.gov/complaints.htm

... Contracts and Warranties.

READ AND UNDERSTAND ANY AND EVERY PAPER BEFORE YOU SIGN IT

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

Questions to ask yourself:

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

Be sure the contract includes these things in writing:

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

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

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

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

WATCH FOR THESE CREDIT CONTRACT PROBLEMS

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

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

PRODUCT WARRANTIES

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

What are my warranty rights?

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

Federal Trade Commission www.ftccomplaintassistant.gov

Full warranties

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

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

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

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

Limited warranties

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

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

Implied warranties

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

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

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

Extended warranties

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



·Cyber-Safety

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

INVESTIGATE THE SELLER

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

CHECK THE SITE'S SECURITY AND PRIVACY POLICY

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

CHOOSE A PASSWORD CAREFULLY

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

PAY BY CREDIT CARD

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

KEEP RECORDS AND RECEIPTS

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

IF A PROBLEM OCCURS

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



··· Agency Directory

Where to Go for Help

AGENCIES SERVING MICHIGAN CONSUMERS Department of Agriculture and Rural Development P.O. Box 30017 Lansing 48909	Department of Labor and Economic Opportunity 105 W. Allegan Street Lansing 48933(517) 241-6712 Department of Licensing and Regulatory Affairs Ottawa Building 611 W. Ottawa Street P.O. Box 30004
G. Mennen Williams Building, 7th Floor 525 W. Ottawa Street	Lansing 48909(517) 335-9700
P.O. Box 30212	Department of Military and Veterans Affairs
Lansing 48913(517) 335-7622	3411 N. Martin Luther King Jr. Boulevard
Department of Civil Rights Capitol Tower Building	Lansing 48906(800) MICH-VET (800) 642-4838
110 W. Michigan Avenue, Suite 800 Lansing 48933(517) 335-3165	Michigan Veterans Affairs Agency (MVAA) 3423 N. Martin Luther King Jr. Boulevard, Building 32
Department of Corrections 206 E. Michigan Avenue, Grandview Plaza P.O. Box 30003	Lansing 48906(800) MICH-VET (800) 642-4838
Lansing 48909(517) 335-1426	Department of Natural Resources
Michigan Economic Development Corporation 300 N. Washington Square Lansing 48913(888) 522-0103	Constituent Hall 525 W. Allegan Street P.O. Box 30028
Department of Education John A. Hannah Building 608 W. Allegan Street P.O. Box 30008 Lansing 48909(833) 633-5788	Lansing 48909
Department of Environment, Great Lakes, and Energy Constituent Hall 525 W. Allegan Street	Department of State Police P.O. Box 30634 Lansing 48909(517) 332-2521
Lansing 48909	Department of Technology, Management and Budget Elliott-Larsen Building 320 S. Walnut Street P.O. Box 30026
Department of Insurance and Financial Services Stevens T. Mason Building	Lansing 48909(517) 241-5545 Department of Transportation
530 W. Allegan Street, 7th Floor P.O. Box 30220	State Transportation Building 425 W. Ottawa Street
Lansing 48909(517) 284-8800 or (877) 999-6442	P.O. Box 30050 Lansing 48909(517) 241-2400

Agency Directory o	
Department of Treasury Richard H. Austin Building 430 W. Allegan Street Lansing 48922(517) 335-7508	Environmental Protection Agency USEPA Region 5 77 W. Jackson Boulevard Chicago, IL 60604(312) 353-2000 or (800) 621-8431
Michigan Lottery - Lansing Office 101 E. Hillsdale P.O. Box 30023 Lansing 48909	Fair Housing and Equal Opportunity Office Department of Housing and Urban Development 5100 HUD Building 451 7th Street, S.W. Washington, DC 20410
Supreme Court Michigan Hall of Justice 925 W. Ottawa Street Lansing 48915(517) 373-0120	Federal Communications Commission 45 L Street, NE Washington, DC 20554(888) CALL-FCC (888) 225-5322 (Radio, telegraph, telephone, television)
FEDERAL AGENCIES Aviation Consumer Protection Division U.S. Department of Transportation	Federal Trade Commission 600 Pennsylvania Avenue, NW Washington, DC 20580(202) 326-2222
1200 New Jersey Avenue, S.E. Washington, DC 20590	Food and Drug Administration 10903 New Hampshire Avenue Silver Springs, MD 20993-0002(313) 393-8100 National Office
Bureau of Consumer Protection	(888) 463-6332 Websitewww.FDA.gov
Federal Trade Commission (Headquarters) 600 Pennsylvania Avenue, N.W. Washington, DC 20580 Headquarters	National Highway Traffic Safety Administration 1200 New Jersey Avenue, S.E., West Building Washington, DC 20590 Auto Safety Hotline Toll-Free(888) 327-4236 Website
Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814(800) 638-2772 (Household products)	Federal Maritime Commission 800 N. Capitol Street, N.W. Washington, DC 20573(202) 523-5807 Website
Department of Agriculture (Headquarters) 1400 Independence Avenue, S.W. Washington, DC 20250	(Travel, cruises, ships) Securities and Exchange Commission Regional Office 175 W. Jackson Boulevard Chicago, IL 60604
810 Vermont Avenue, N.W. Washington, DC 20420(800) 827-1000 Website	E-Mail

Agency Directory

Social Security Administration	Environmental Assistance Center (800) 662-9278
Office	
5210 Perry Robinson Circle	Home Heating Assistance2-1-1
Lansing 48911(800) 772-1213	Library for the Plind and
Website www.SSA.gov	Library for the Blind and
U.S. Commission on Civil Rights	Physically Handicapped(800) 992-9012
1331 Pennsylvania Avenue, N.W., Suite 1150	Medicaid Assistance (800) 642-3195
Washington, DC 20425(202) 376-7700	
(Civil rights, racial discrimination)	MET Toll-Free Hotline (800) 638-4543
(8,	
SELECTED TOLL-FREE	Michigan Film Digital Media Office (800) 477-3456
	Michigan Guaranty Agency(800) 642-5626
<u>HOTLINES</u>	Wilchigan Guaranty Agency(800) 042-3020
MDHHS HIV/STI Hotline(800) 872-2437	Michigan Rehabilitation Service (800) 605-6722
A C 175 II (000) //2 77//	Website michigan.gov/leo/bureaus-agencies/mrs
Arson Control Tip Line (800) 442-7766	
Attorney General	Michigan School for the Deaf(800) 622-6730
Lansing Office	36.1. T. 1 T. A
G. Mennen Williams Building	Michigan Unemployment Insurance Agency
525 W. Ottawa Street	Fraud Hotline(800) 822-1122
P.O. Box 30212	MIOSHA Hotline
Lansing 48909(517) 335-7622	(Health and Safety Division)(800) 866-4674
Detroit Office	(Treated and Safety 2113301)(000) 000 10/1
Cadillac Place, 10th Floor 303 W. Grand Boulevard, Suite 10-200	MI Tobacco Cessation Hotline(800) 784-8669
Detroit 48202(313) 456-0240	
Complaint Form	Motor Fuel Quality Complaint
secure.ag.state.mi.us/complaints/consumer.aspx	Hotline(800) MDAFUEL
Website michigan.gov/ag	(800) 866-4674
A . D 1 . (000) 7/7 (/2/	Municipal Employees Retirement, MERS
Auto Regulation (888) 767-6424	Information
Bureau of Service for Blind Persons (800) 292-4200	(000) 707-03/7
	Patient Abuse and Health Care Fraud
Children's Special Health Care	Medicare Hotline (800) 242-2873
Services (800) 359-3722	D D. 1. (M 111 1.1) (000) 05/ 0000
Client Assistance Program (CAP) (800) 288-5923	Patient Rights (Mental Health)(800) 854-9090
Websitebenefits.gov	Pollution Emergency Alerting
	System (800) 292-4706
Complaint Intake and Jurisdiction	-,
Office of Civil Rights(800) 482-3604	Public Service Commission
Department of Insurance and	Customer Complaints(800) 292-9555
Financial Services (877) 999-6442	D 1 C II 1 (000) 700 ((/o
Disability Determination Samina	Radon Gas Hotline (800) 723-6642
Disability Determination Service Detroit(800) 383-7155	Report All Poaching (RAP)(800) 292-7800
Kalamazoo(800) 829-7763	
Lansing(800) 366-3404	State Individual Income Tax Information
Traverse City(800) 632-1097	General(517) 636-4486

Agency Directory o		•
Toxic and Health Hotline(800)	648-6942	Community Action of Allegan County 323 Water Street
Transportation Department(800)	654-8787	Allegan 49010(269) 673-5472
Travel Bureau, Pure Michigan(888)	784-7328	Fax
Tuition Incentive Program(888)	4-GRANTS 447-2687	County covered: Allegan Attorney Grievance Commission
Unemployment Insurance Agency (UIA)		PNC Center 755 W. Big Beaver Road, Suite 2100
Customer Service Office Claimants(866)	500-0017	Troy 48084
WIC Hotline (800)	225-5942	Baraga-Houghton-Keweenaw Community
SELECTED FEDERAL AND STATE AGENCIES Consumer Product Safety Commission Hotline(800)		Action Agency, Inc. 926 Dodge Street Houghton 49931
Federal Aviation Administration Public Safety Hotline(866)	835-5322	BBB of Detroit & Eastern Michigan 20300 W. Twelve Mile Road, Suite 202 Southfield 48076(866) 788-5706
Federal Deposit Insurance Corporation(877)	275-3342	or (800) 955-5100 BBB Serving Western Michigan 3330 Claystone Street SE
Federal Toll-Free Number, FCC Information(888)	225-5322	Grand Rapids 49546(616) 774-8236 BBB Serving Southeast Michigan
Flood Insurance Hotline, FEMA(800)	611-6122	7668 King's Pointe Road Toledo, OH 43617(419) 531-3116
Housing Discrimination, US HUD(800)	669-9777	CACS Administration/Head Start Office 101 East Willow Street
Internal Revenue Service (800) Refund		Lansing 48906 Agency
	MEDICARE 633-4227	Websitecacs-inc.org Counties covered: Clinton/Eaton/Ingham/Shiawassee
National Cancer Institute Cancer Hotline(800)	422-6237	Chippewa/Luce/Mackinac Community Action Human Resource Authority, Inc. 524 Ashmun Street
National Response Center, NRC(800)	424-8802	Sault Ste. Marie 49783 (906) 632-3363
New MI Mental Health Hotline(National Suicide Prevention Lifeline)	988	Website
Alger-Marquette Community Action Board (A 1125 Commerce Drive Marquette 49855(906)	228-6522	Chrysler National Customer Service (800) 247-9753 Community Action Agency (CAA) Centers Statewide CAP Association
or (800) Websitecommunityact Counties covered: Alger/Marquette	562-9762 ionam.org	2173 Commons Parkway Okemos 48864

		•		
Community Action Agency of Jackson,		Genesee County Community Action Agency		
Lenawee, and Hillsdale		601 N. Saginaw Street, Suite 1B		
1214 Greenwood P.O. Box 1107		Flint 48502		
Jackson 49204	(517) 784 4800	Fax	, ,	
Fax		Website	gccard.org	
Website		County covered: Genesee		
Counties covered: Jackson/Hillsdale/		Gogebic-Ontonagon County Com	munity	
Community Action Agency of		Action Agency		
South Central Michigan		100 S. Mill Street		
175 Main Street		Bessemer 49911	(906) 667-0283	
P.O. Box 1026		Fax	(906) 663-0356	
Battle Creek 49014	(877) 422-2726	Website	gocaa.org	
Website		Counties covered: Gogebic/Ontona		
Counties covered: Calhoun/Barry/Br	anch/St. Joseph	·		
Detroit Consumer Services		Human Development Commission	n (800) 843-6394	
18100 Meyers Road, Suite 105		Tuscola County Field Office		
Detroit 48235	(313) 224-3179	429 Montague	(000) (70 0001	
Website		Caro 48723	` '	
Dickinson-Iron Community Service	- Agency		or (989) 843-6394	
1238 Carpenter Avenue	rigency	Huron County Field Office		
Iron Mountain 49801	(906) 774-2256	856 N. Van Dyke Road		
Fax		Bad Axe 48413		
Website		Fax	(989) 269-6166	
Counties covered: Dickinson/Iron		Lapeer County Field Office		
Eduli de Contro (Marc Date	. • .	1947 N. Lapeer Road		
Fair Housing Center of Metro Detro 5555 Corner Street	OIT	Lapeer 48446	(810) 969-4107	
Detroit 48213	(313) 579 32/17	Fax	(810) 660-7640	
Website fai		Sanilac County Field Office		
	inousing deciron.org	215 N. Elk Street		
Federal Aviation Administration		Sandusky 48471	(810) 648-4497	
800 Independence Avenue, S.W.	(0.66) TELL EAA	Fax	(810) 648-5422	
Washington, DC 20591		Thumb Area Assault Crisis Center		
	(866) 835-5322	Website	hdc-caro.org	
Ford Consumer Appeals Board		Counties covered: Tuscola/Huron/Sa		
Customer Relationship Center			1	
P.O. Box 6248	()	Internal Revenue Service		
Dearborn 48126		Customer Service National Office		
Website	tord.com	1111 Constitution Avenue, N.W.		
(Ford/Lincoln-Mercury)		Washington, DC 20224	(800) 829-1040	
General Motors Customer Assistance		Inter-Tribal Council of Michigan,	Inc.	
Chevrolet		2956 Ashmun Street, Suite A		
Website		Sault St. Marie 49783	(906) 632-6896	
Buick		2.3.2 30. 2.2.2.2 17, 33	or (800) 562-4957	
Website		Fax		
Cadillac		Email		
WebsiteGMC Truck		Counties covered: Seven Indian rese		
Website		Baraga/Chippewa/Gogebic/Isabella/		
w coste	giiic.coiii	Daragai Chippewai Gugeuici isabellai	Lecianau/ivienommee	

Administration Office	Kalamazoo County Health and	Muskegon-Oceana Community Action Partnership
Kalamazoo 49001		Administration Office
County covered: Kalamazoo		1170 W. Southern Avenue
Campaign		Muskegon 49441(231) 725-9499
120 East Chester Street 120 East Chester	County covered: Kalamazoo	Fax(231) 722-1959
120 East Chester Street	Lawyer Referral Service	Opportunity Center
Lansing 48933	State Bar of Michigan	
Lansing 48933	306 Townsend Street	Monroe 48161(734) 241-4313
Counties covered: Muskegon/Oceana Northeast Michigan Community Service Agency 2569 US-23 South Alpena 49707	Lansing 48933(517) 346-6300	
Macomb Community Action VerKuilen Building 2569 US-23 South Alpena 49707	or (800) 968-0738	
Macomb Community Action 2569 US-23 South VerKuilen Building Alpena 49707	Website Lrs.michbar.org	•
VerKuilen Building 21885 Dunham Road, Suite 10 Clinton Township 48036 (586) 469-6999 Website mca.macombgov.org Country covered: Macomb Ioscol/Arenac/Otsego/Crawford Alpena/Alcona/Cheboygan/Oscoda/Ogemaw/ Ioscol/Arenac/Otsego/Crawford Northwest Michigan Community Action Agency 3963 Three Mile Road North Traverse City 49686 (231) 947-3780 Counties covered: Menominee/Delta/Schoolcraft Grand Traverse/Kalkaska/Misaukee/Roscommon/ Charlevoix/Emmet/Wexford Oakland-Livingston Human Service Agency 196 Cesar E. Chavez Avenue P.O. Box 430598 Pontiac 48343-0598 Counties covered: Oakland/Livingston Counties covered: Oakland/Livingston Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County Community Action Agency 12251 James Street, Suite 300 County covered: Ottawa County Community Action Agency 12251 James Street, Suite 300 County Co	Macomb Community Action	
21885 Dunham Road, Suite 10 Website	•	
Countrol Township 48036	e e e e e e e e e e e e e e e e e e e	
Menominee-Delta-Schoolcraft	· ·	e
Country covered: Macomb Cosco/Arenac/Otsego/Crawford	_	
Northwest Michigan Community Action Agency 3963 Three Mile Road North Traverse City 49686		1
3963 Three Mile Road North Traverse City 49686	County covered: Macomb	losco/Arenac/Otsego/Crawford
Traverse City 49686 (231) 947-3780	Menominee-Delta-Schoolcraft	
Traverse City 49686	Community Action Agency	3963 Three Mile Road North
Website mdscaa.org Grand Traverse/Kalkaska/Missaukee/Roscommon/ Counties covered: Menominee/Delta/Schoolcraft Charlevoix/Emmet/Wexford Michigan Legal Services Oakland-Livingston Human Service Agency 2727 Second Street 196 Cesar E. Chavez Avenue Detroit 48201 (313) 964-4130 Fax (313) 964-1192 Website milegalservices.org Michigan Long-Term Care (866) 485-9393 Ombudsman Program (866) 485-9393 Mid-Michigan Community Action Agency 12251 James Street, Suite 300 Holland 49424 (800) 764-4111, Ext. 4433 Farwell 48622 (989) 386-3805 Fax (989) 386-3277 Website mmcaa.org Counties covered: Osceola/Clare/Mecosta/Gladwin/ Saginaw County Community Action Agency 2824 Perkins Street Saginaw 48601 Saginaw 48601 (989) 753-7741	· · · · · · · · · · · · · · · · · · ·	
Website	Escanaba 49829(906) 786-7080	Counties covered: Leelanau/Antrim/Benzie/
Michigan Legal Services Oakland-Livingston Human Service Agency 2727 Second Street 196 Cesar E. Chavez Avenue Detroit 48201 (313) 964-4130 Fax (313) 964-1192 Website milegalservices.org Michigan Long-Term Care Fax Ombudsman Program (866) 485-9393 Mid-Michigan Community Action Agency 1574 E. Washington Road P.O. Box 768 Tor (877) 213-5948 Fax (989) 386-3805 Or (877) 213-5948 Counties covered: Ottawa Fax (989) 386-3277 Website mmcaa.org Counties covered: Osceola/Clare/Mecosta/Gladwin/ Saginaw County Community Action Agency 2824 Perkins Street Saginaw 48601 Saginaw 48601 (989) 753-7741		Grand Traverse/Kalkaska/Missaukee/Roscommon/
2727 Second Street 196 Cesar E. Chavez Avenue Detroit 48201 (313) 964-4130 Fax (313) 964-1192 Website milegalservices.org Michigan Long-Term Care Fax (248) 209-2645 Counties covered: Oakland/Livingston Counties covered: Oakland/Livingston Mid-Michigan Community Action Agency 12251 James Street, Suite 300 Holland 49424 (800) 764-4111, Ext. 4433 Or (877) 213-5948 Fax (989) 386-3277 Website mmcaa.org Counties covered: Osceola/Clare/Mecosta/Gladwin/ Saginaw County Community Action Agency 2824 Perkins Street Saginaw 48601 Saginaw 48601 (989) 753-7741	e	Charlevoix/Emmet/Wexford
2727 Second Street 196 Cesar E. Chavez Avenue Detroit 48201 (313) 964-4130 Fax (313) 964-1192 Website milegalservices.org Michigan Long-Term Care Fax (248) 209-2645 Counties covered: Oakland/Livingston Counties covered: Oakland/Livingston Mid-Michigan Community Action Agency 12251 James Street, Suite 300 Holland 49424 (800) 764-4111, Ext. 4433 Or (877) 213-5948 Fax (989) 386-3277 Website mmcaa.org Counties covered: Osceola/Clare/Mecosta/Gladwin/ Saginaw County Community Action Agency 2824 Perkins Street Saginaw 48601 Saginaw 48601 (989) 753-7741	Michigan Legal Services	Oakland-Livingston Human Service Agency
Detroit 48201		
Fax		
Fax		
Michigan Long-Term Care Counties covered: Oakland/Livingston Mid-Michigan Community Action Agency Ottawa County Community Action Agency 1574 E. Washington Road 12251 James Street, Suite 300 PO. Box 768 Holland 49424		
Michigan Long-Term Care Ombudsman Program (866) 485-9393 Ottawa County Community Action Agency Mid-Michigan Community Action Agency 12251 James Street, Suite 300 Holland 49424 (800) 764-4111, Ext. 4433 P.O. Box 768 or Farwell 48622 (989) 386-3805 Fax (989) 386-3277 Website mmcaa.org Counties covered: Osceola/Clare/Mecosta/Gladwin/ Saginaw County Community Action Agency 2824 Perkins Street Saginaw 48601 Saginaw 48601 (989) 753-7741	website milegalservices.org	
Mid-Michigan Community Action Agency 1574 E. Washington Road 12251 James Street, Suite 300 P.O. Box 768 Holland 49424	Michigan Long-Term Care	Souncies covered. Sumand, 217 mgston
Mid-Michigan Community Action Agency 1574 E. Washington Road 12251 James Street, Suite 300 P.O. Box 768 Holland 49424	Ombudsman Program (866) 485-9393	Ottawa County Community Action Agency
1574 E. Washington Road P.O. Box 768 Farwell 48622	Mid-Michigan Community Action Agency	
P.O. Box 768 Farwell 48622	• • • • • • • • • • • • • • • • • • • •	•
Farwell 48622		
or (877) 213-5948 Fax		
Fax		•
Website	·	Saginaw County Community Action Agency
Counties covered: Osceola/Clare/Mecosta/Gladwin/		2824 Perkins Street
		Saginaw 48601(989) 753-7741
Bay/Midland County covered: Saginaw		
Day/iviidiand	Day/ Wildiand	·
Monroe County Opportunity Program SW MI Community Action Agency	· · ·	SW MI Community Action Agency
1140 S. Telegraph Road 185 E. Main, Suite 303	1140 S. Telegraph Road	185 E. Main, Suite 303
Monroe 48162(734) 241-2775 Benton Harbor 49022(269) 925-9077	Monroe 48162(734) 241-2775	
Website	, , ,	
	County covered: Monroe	Counties covered: Berrien, Cass, Van Buren

•	
•	···· Agency Directory
U.S. Department of Labor	
Wage and Hour Division(866) 4USWAGE	
(866) 487-9243	
Detroit District Office	
5700 Crooks Road, Room 310	
Troy 48098-2809(313) 309-4500	
Grand Rapids District Office	
800 Monroe Avenue, NW, Suite 315	
Grand Rapids 49503-1451(616) 456-2004	
U.S. Postal Inspector in Michigan	
P.O. Box 330119	
Detroit 48232-3201(877) 876-2455	
U.S. Small Business Administration	
McNamara Building, #515	
477 Michigan Avenue	
Detroit 48226(313) 226-6075	
Washtenaw County Community Mental Health	
555 Towner	
P.O. Box 915	
Ypsilanti 48198(734) 544-3050	
County covered: Washtenaw	
Wayne Metropolitan Community Action Agency	
2121 Biddle Avenue,	
Wyandotte 48192(734) 284-6999	
County covered: Wayne	
Country correction wayne	

··· Notes ···

··· Notes ···

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







