



## Resources

### Florida Abuse Hotline

1-800-962-2873 (1-800-96-ABUSE)

To report elder abuse (physical, emotional, financial exploitation)

### Florida Department of Elder Affairs

Elder Helpline: 1-800-963-5337

To identify local sources of assistance, including social services, housing, long-term care issues

### Florida Attorney General

General Fraud Helpline:

1-866-966-7226

### Seniors vs. Crime

1-800-203-3099

### Florida Department of Business and Professional Regulation (DBPR)

1-850-487-1395 (main number)

To report complaints against licensed professionals, including but not limited to:

Licensed contractors

Condominiums

Real Estate Industry

Mobile Home Parks

### Consumer Financial Protection Bureau

1-855-411-2372

[www.consumerfinance.gov](http://www.consumerfinance.gov)

### Florida Department of Agriculture and Consumer Affairs

1-800-435-7352

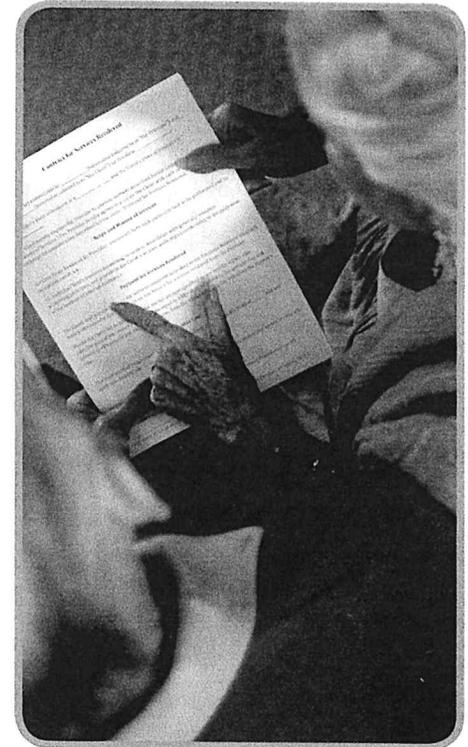
For "general" consumer issues as well as for some issues involving "regulated" industries (including Motor Vehicle Repair Shops, Sellers of Travel and Intrastate Movers).

### Federal Trade Commission

Fraud Hotline: 1-877-382-4357



## TIPS ON BEING AN INFORMED CONSUMER



*How to Avoid Losing  
Income and  
Assets to Fraud*

## Contracts/Contractors

- Always read a contract before you sign it. If you don't agree with all the terms, ask for changes before you sign it.
  - **Never sign a contract if part of the agreement is missing or if there are blank spaces.**
  - Once you sign a contract you are responsible to do all the things you agreed to do in the contract. **Any promises made but not written into the contract usually cannot be enforced.**
  - There is NO 3 day right to cancel a contract to buy or lease a car in Florida unless it says so in the contract. This means that if you return to a dealer and choose another car instead, you will not get a refund for the first car. It will be treated as a trade-in, and costs associated with the first car will often be added on to the costs for the second. Most contracts in Florida do NOT have a "cooling off" period. **UNLESS THE CONTRACT SAYS SO IN WRITING OR FLORIDA STATUTES PROVIDE OTHERWISE, THERE IS NO 3-DAY RIGHT TO CANCEL!** If you do not understand what the contract says or what you are agreeing to, ask someone – like a friend, relative or preferably an attorney - to review it for you before you sign it.
  - Take your time when making a major purchase like a car or mobile home. Don't let sales people pressure you into making a quick decision!
- **Your strongest power as a consumer is to walk away from a deal.**
  - Always hire licensed/bonded/insured contractors, and call the state/county to verify their license.
  - When hiring a contractor, ask for references AND THEN CHECK THEM. You don't know what a reference will say if you don't call.
  - You can also check out a contractor through your local Better Business Bureau, and check to see if he has been sued by searching county court records.
  - Never pay in full before the work is done; don't allow your contractor to bully you!
  - Always make timely installment payments when the work is finished.
  - You may want to hire your own inspector while your project is on-going to make sure the contractor is following county Code and contract requirements.
  - If you need repairs to your home that are going to be paid by your insurance company, have an insurance adjuster inspect the work before making payment.
  - Avoid in-home sales. It's always best to go to and check out a seller's place of business. It is easier for you to walk out of a business than to try to get someone to leave your home. If you feel threatened in any way, do not hesitate to call the police.

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- When you buy expensive items that have to be paid for with credit, the company that sells you the product is usually not the same company that gives you the credit. After the sale is complete, the financing company will not take any action to help you if you are not happy with what you bought. They just want to be paid.
  - Never give any sensitive, personal financial information such as your Social Security number or bank account information to people who come in your home or call you on the phone to sell you something.
  - Co-signing a loan makes you just as responsible for the payments as the primary signer. Remember that you wouldn't be asked to sign if the primary signer had good credit!



## Debt Collection

- **You cannot go to jail for not paying a consumer debt.**
- You have rights as a debtor under both State and Federal law.
- You can get a free copy of your credit report every year. Check it to make sure that what is on your credit report is right. If you find something you do not think is correct, follow instructions on the credit report "To Dispute a Debt."
- If a creditor contacts you about paying a debt and you are not sure whether this is your debt, follow instructions in the letter and ask the creditor for written proof within thirty days.
- A creditor may sue you to collect a debt. You have the right to defend yourself. However, if the creditor proves that you owe the money, the creditor can get a judgment against you. If the creditor "wins" (gets a judgment against you), you may be asked questions about your income and assets and be asked to submit documents like bank statements; the creditor is trying to determine whether you can satisfy this judgment. You are required to respond (and may be held in contempt of court if you don't answer), but do not panic-- Florida and federal laws provide many protections for debtors, and an attorney can advise you about your rights as well as how best to respond to the creditor's request for information. Don't delay, though-- the time to respond is limited!
- **EVEN IF THERE IS A JUDGMENT AGAINST YOU**, your Social Security, SSI and several other federal benefits are automatically protected from garnishment. Many other types of income and assets may also be protected, but you may have to file a Claim of Exemption with the court to get the protection. An attorney can review the procedure with you.
- Do not mix funds that creditors can't touch with funds that are not protected. For example, do not deposit your paycheck into the same account that receives your federal benefit checks.
- If you receive a notice that a creditor is attempting to garnish your bank account, you may be able to protect your account by filing a Claim of Exemption. Follow the instructions in the Notice about filing the Claim. If you have questions, contact an attorney.
- A bank may be able to take money from your checking account, even if it contains Social Security or another protected federal benefit, if you agreed in your original contract to allow for "cross collateral." This means you have given permission for the bank to take money from one account when you miss payments on another account in the same bank. There may be a cross-collateral agreement if the credit account (like a home equity line or a bank credit card) is at the same bank where you have your checking account.
- Sometimes when you sign a contract for credit, the agreement allows the creditor to take back the items you bought from him to pay off your debt if you don't make your payments. If you sign a contract that allows for this, the creditor has a "security interest" in the items you buy.
- If you enter an agreement with a creditor to pay off a debt, make sure the agreement is in writing. You should talk with an attorney before you enter into a payment agreement, since you may not have to make any payments on the debt if your income and assets are exempt. Signing an agreement can extend the time the creditor has to sue you if you do not pay. Before you talk to the creditor, know what you can afford to pay and do not agree to pay any more than that amount.
- It is almost never a good idea to refinance your home to pay off credit card debt. If the original credit contract doesn't allow the creditor to take a "security interest" in the things you buy, most consumer debt is "unsecured". But if you take a mortgage on your home to pay off credit card debt and then you can't make these payments, you may lose your home.
- A creditor can try to collect an old (stale) debt. However, if you think a debt is stale, contact an attorney for advice about the particular statute of limitations which applies in your case. You may have a good defense to a collection action if the relevant statute of limitations has run.

- Even if a creditor “charges off” your debt, you may still be liable. Also, the creditor may report the charged off debt to the I.R.S. as unearned income to you.
- The Florida laws that made one spouse liable for the debts of the other are no longer valid. However, a spouse will be liable for credit card debt, for example, if the account is in both names even if only one spouse used the card. If a spouse co-signs a contract, both spouses are liable. Also, be careful what you sign when admitting your spouse ( or any other) to a medical facility or a nursing home; the facility may want you to agree in writing to be financially responsible for the patient. Admission to a medical facility or nursing home cannot be refused because you do not sign this type of agreement.
- If you owe a debt to a medical provider you still use, try to make payments on that bill so you may continue to receive services from that provider.
- If the medical debt is less than 3 months old, you may want to consider applying for Medicaid. If you qualify, the debt may be paid by Medicaid.



## Scams

A “scam” is a dishonest plan in which a criminal tries to gain your confidence. You are seen as a victim, not a consumer. Common types of scams happen with home repairs, sales through the mail, over the telephone (telemarketing), and over the internet. Once the criminal gains your trust he can get you to purchase useless items or pay for over-priced and poor quality repairs. He may also convince you to give him sensitive financial information or money for worthless investments. Seniors are frequently targets of scams because you are perceived as vulnerable.

### Remember:

- ▶ If it sounds too good to be true, it definitely is.
- ▶ No one is going to give you something for nothing. If you have to give credit card or bank account information to secure your “prize”, DON'T DO IT.
- ▶ Never give any sensitive, personal financial information such as your Social Security number or bank account information to anyone. Often a scammer will ask for this information to prove that you can be trusted or that you are really interested.
- ▶ Reputable home repair companies never buy too many supplies for a job and then have extra supplies left over to do your job for a “discount”.

- ▶ Be especially careful if you are offered “discount repair jobs” following a natural disaster such as a hurricane. You may be more vulnerable due to the stress of the situation.
- ▶ Just because a person seems nice and honest doesn't mean they are. Scammers wouldn't be successful if they looked and sounded like criminals.
- ▶ Don't be afraid to offend someone by not doing business with them. Scammers will pretend you are personally insulting their honesty or feelings if you ask to check them out. They have a lot of well-rehearsed tricks they use to make you feel badly about asking them questions. Assume that anyone who acts offended because you want to check them out is probably nothing more than a thief. Get rid of them and don't deal with them for any reason, even if they apologize.
- ▶ Scammers will tell you things they think you need to hear so you will trust them, such as they practice the same religion you do, or that you remind them of a dear, older relative.”
- ▶ Real business people want to do business with you and understand if they haven't met your comfort level. They aren't afraid to prove themselves and they want to earn your trust. Only scammers get offended at being checked out.