

OUTLINE OF TYPICAL INFORMATION NEEDED FROM A CONSUMER COMPLAINT

1. Obviously, the name of the company and any individual with whom the consumer has dealt need to be collected. This is not always as simple as it may seem. Often, we see complaints that identify the financing company or debt collector as the company doing wrong, only because that company currently has the contract. The consumer needs to focus on which company did what, and when. They especially need to concentrate on the initial sales transaction.
2. Describe the chronology of dealings with the company. This is often critical, because sometimes there are time limits for coverage under some statutes and Rules. Also, new enforcement tools are always appearing, but they only cover consumer transactions after a certain date. We need to know when the first contact was made with the consumer, as well as when the contract was signed.
3. How was the first contact made? This is the key to applying some of the specialized state and federal laws and Rules, such as the Cooling-Off Rule, the Mail Order Rule, and the Telemarketing Sales Rule.
 - A. Type of Contact
 1. Did the consumer see an advertisement for the product or service and call?
 2. Was the ad in a newspaper or weekly publication? On TV? A flyer on or off base? Does the consumer have a copy of the ad, or can they specify when they saw it in the paper or on TV?
 3. Was the first contact a cold call by the company to the consumer?
 4. Was the first contact the company coming door-to-door? At a shopping mall or other public place?
 5. Was the first contact a post card or flyer through the mail?
 6. Was the consumer asked to call an 800 or 900 telephone number? Were they told the cost of the call, if the consumer was charged for the call?
 - B. Reason for the Contact

If the consumer responded to an ad, how did they interpret the ad? In other words, what were they hoping to get from the company, based on the language of the ad?
4. Focus on the first few minutes of the first contact. This is often where the fundamental misrepresentations are made, which set the tone for the whole transaction. Misrepresentations made strongly early in the process may not be overcome by later disclaimers and disclosures. If the call was a cold call from the company, did the representative identify themselves, and the reason for the call. How did the company representative start the conversation? If the consumer initiated the call, how did they start the conversation? What questions did the consumer ask?
5. Did the company representative repeatedly use certain words or phrases? Similarly, did the speaker seem to **avoid** certain words or phrases that the consumer was expecting, given the product or service? For example, if the consumer wanted to borrow money to pay off bills and responded to an ad for “Debt Consolidation;” did the company talk about interest rates, paying off creditors, being “debt free,” etc., but never mention the word “loan” specifically?
6. At the end of the sales pitch, what was the consumer’s understanding of the claims that the company made about the product or service? What was the consumer expecting to receive for any money solicited by the company? Were there claims made about the quality of the product?
7. At what point in the sales pitch did the company ask for money? Was there ever a clear discussion of what the consumer was supposed to do, what the consumer was supposed to receive, and what the company was supposed to do? How did the consumer pay? Check? Allotment? Money Order? Credit Card? How did the consumer send the payment?

8. What paperwork did the consumer receive, and when? How many copies?

9. Was the product or service tied to a prize promotion of any kind? Did the consumer think they had won something? Did the consumer have to purchase anything to win? Did they think they had to? Did the company explain how the consumer could participate in the contest without purchasing?

10. Did the consumer actually receive a product or service? Did the consumer actually use the product or service? Was the quality as represented by the company?

11. Was the consumer told either orally or in writing that they could cancel the transaction? Did the consumer try to cancel? When and how?

12. What efforts has the consumer made to correct the problem to this point?

13. Has the consumer signed any formal statement or complaint?