

# IMPORTANT CONTACTS

## NYS Attorney General

[ag.ny.gov](http://ag.ny.gov)

**General Helpline:** 1-800-771-7755  
**TTY:** 1-800-788-9898

**File a complaint online:**  
[ag.ny.gov/complaint-forms](http://ag.ny.gov/complaint-forms)

## NYS Department of State Division of Consumer Protection

[dos.ny.gov/consumer-protection](http://dos.ny.gov/consumer-protection)

**For general information or to file a complaint,**  
call the Consumer Helpline: 1-800-697-1220

## Federal Trade Commission

[consumer.ftc.gov](http://consumer.ftc.gov)

**File a complaint online or by phone:**  
[reportfraud.ftc.gov](http://reportfraud.ftc.gov)  
1-877-FTC-HELP (1-877-382-4357)  
TTY: 1-866-653-4261

Dear Friend,

If an offer sounds too good to be true, it usually is.

Consumers must be careful when making decisions in the marketplace. Whether buying an appliance or contracting for a professional service, the goal is to receive the product or service you want at a fair and reasonable price. Unscrupulous sellers and unfair business practices can cost you your hard-earned money.

The state Assembly has enacted several laws that protect consumers. I have prepared this brochure to provide some common examples of deceptive business practices and help explain your rights as a consumer.

As always, if you have any questions or comments about this or other issues, please contact my office.

Sincerely,



Carl E. Heastie  
Speaker of the Assembly

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250 Broadway, Suite 2301  
New York, NY 10007  
212-312-1400

**Albany Office:**  
Room 932, LOB  
Albany, NY 12248  
518-455-3791  
[speaker@nyassembly.gov](mailto:speaker@nyassembly.gov)  
[www.nyassembly.gov](http://www.nyassembly.gov)



# BUYER BEWARE

## Consumer rights in New York State



Important  
information from  
Speaker of the  
Assembly  
**Carl E. Heastie**



## Bait and switch

The bait and switch is a classic scam. A product will be advertised at a price below cost to “bait” the customer into a store. When the customer comes into the store to buy the item, the retailer claims it’s either out of stock or a bad product. The retailer, who never intended to sell the advertised product, will then attempt to persuade the customer to purchase a more expensive item.

## Rebates

While some rebates offer significant savings, businesses often count on consumers not claiming them, or the business never sends the rebate or sends the rebate months after receiving a request for redemption. In addition, some businesses use potentially deceptive or unfair business practices by making the rebate process complicated.

New York State law requires businesses offering rebates to provide the rebate form at the time of purchase and to allow at least 14 days for the consumer to submit a request for redemption. It also requires businesses to mail rebates to the consumer within 60 days, to disclose how the rebate will be returned to the consumer (credit card, check or gift card) and whether additional fees will be incurred by redemption of the rebate.

## Checks in the mail

Banks and finance companies may mail simulated checks that appear to be worth thousands of dollars to consumers with good credit. These checks are actually pre-approved or “live check” loan offers. Don’t be influenced by the accompanying letter suggesting you treat yourself, that you’ve earned the money or that there are low monthly payments. Taking a closer look at the details often reveals higher annual interest rates than conventional loans and a long-term payment schedule. Read the fine print carefully and compare with other personal loan offers before accepting a live check.

## Free-trial offers

Free-trial offers can be a good deal for consumers. Some offers, however, fail to clearly disclose a consumer’s obligation to cancel during the “risk-free” period. This can lead to situations where consumers are charged for goods or services they did not intend to purchase. To ensure that consumers can make informed decisions regarding free-trial offers, the Legislature passed a law requiring entities offering free trials to clearly and conspicuously disclose the terms of the offer, obtain the express consent of the consumer to accept the offer and provide adequate notice to consumers regarding the deadline to cancel a free-trial offer.

## Winning contests you never entered

The next time you receive an unsolicited letter awarding you an expensive gift, ask yourself: When is the last time anyone won a prize for a contest they did not enter? These prizes are usually used to promote products like real estate or vacation timeshares. You’ll find the diamond you won is the size of a pinhead or the food processor is a cheap, hand-operated food chopper. You may be asked to attend a sales meeting to pick up your gift or send a shipping and handling fee. Be skeptical of unsolicited mail that is marked urgent or resembles telegrams. And never give your credit card number, Social Security number or bank account number to show eligibility or to confirm an award. In short, avoid any prize that costs you time or money.

## Online shopping

Online shopping offers many advantages, but it’s not without risk. Consumers can become victims of fraud, identity theft and privacy invasion.

Make sure that the website you order from uses encryption to reduce the risk of your private information being compromised while you shop.



Don’t use a debit card, which directly accesses your bank account, and don’t agree to allow the seller to keep your credit card on file for future purchases.

Keep a record of your transactions, order confirmation number and any tracking number provided in case there are any problems.

Be sure to vet online retailers you’ve never purchased from before. Search for online reviews or complaints. Check the “contact us” page on the website for an address and phone number, and call the business to verify.

The federal Mail, Internet, or Telephone Order Merchandise Rule covers online purchases. Orders must ship within the advertised time frame, or, if no time frame is specified, within 30 days. You must be notified if there is a delay. If the company can’t reach you or you do not consent to the delay they must promptly refund all the money you paid for the unshipped merchandise.

*Sources: NYS Attorney General, NYS Department of State Division of Consumer Protection, US Consumer Financial Protection Bureau*