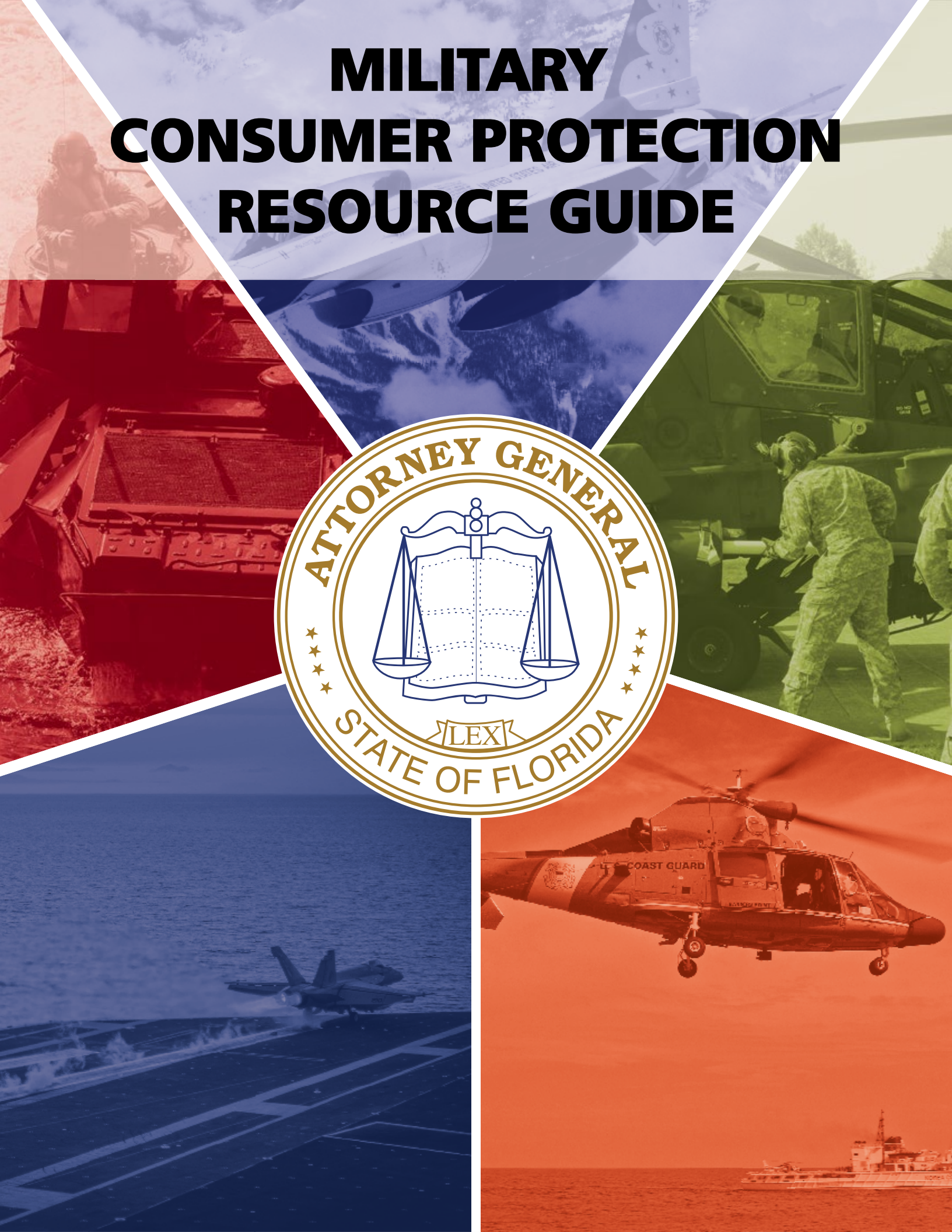
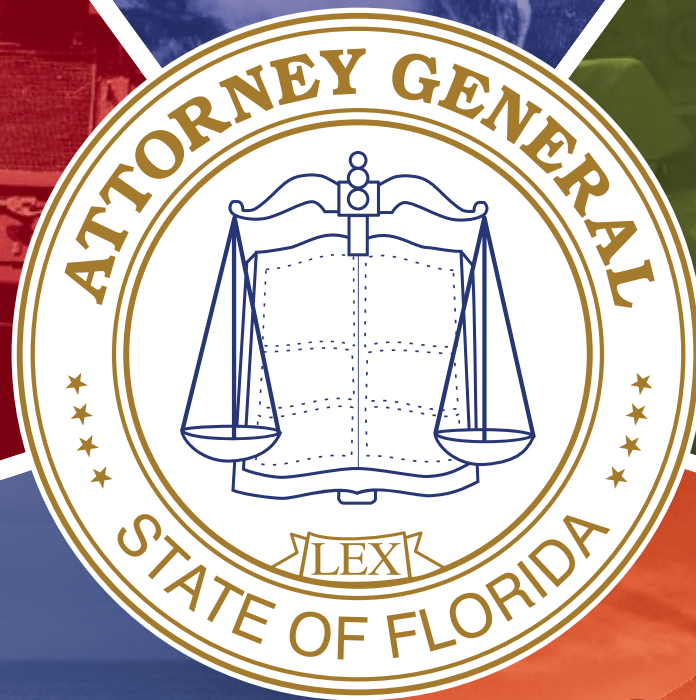


# MILITARY CONSUMER PROTECTION RESOURCE GUIDE



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Dear Servicemembers and Veterans,

Thank you for the incredible sacrifices that you and your family have made to keep our nation safe and secure the blessings and freedoms we hold dear. With 20 major military installations, it is no surprise that over 90,000 active and reserve members of the Armed Forces call Florida home. We are also honored to have the third largest veteran population in the United States. Yet, there are still those who seek to prey on these brave women and men – targeting them for scams and fraudulent business activities.

To combat these deceptive practices, my office will use every resource available to enforce state and federal laws that are in place, so that we can protect those who have served our country. Additionally, we want to inform our military members and families of the services in place which can help to prevent them from becoming a victim of consumer fraud.

This guide offers information on predatory lending practices, identity theft, debt collection, foreclosure fraud, and other schemes that target members of the military. With a designated team on standby to review complaints submitted by servicemembers and veterans, my office will continue working to ensure that all military members are protected from unscrupulous businesses and individuals. On behalf of the Office of Attorney General and all Floridians, thank you for your service.

If you have any questions about this guide or believe that you have been the victim of fraudulent activity, I encourage you to contact my office at **1-866-9-NO-SCAM** or online at [www.MyFloridaLegal.com](http://www.MyFloridaLegal.com).

Sincerely,

A handwritten signature in black ink that reads "Ashley Moody". The signature is written in a cursive, flowing style.

Ashley Moody  
Florida Attorney General



## Identity Theft

There are laws at both the state and federal levels, enforceable by the Attorney General's Office, that provide identity theft protections to servicemembers, veterans and their family members.

### What Constitutes Identity Theft?

As defined by federal law, identity theft occurs when someone uses or attempts to use the private personal information of another person to commit fraud, typically for financial gain. Private personal information can include a person's name, address, date of birth, Social Security number, driver's license number, military ID number, credit card and bank account numbers, phone numbers and even biometric data like fingerprints and iris scans.

### Signs Identity Theft Has Occurred

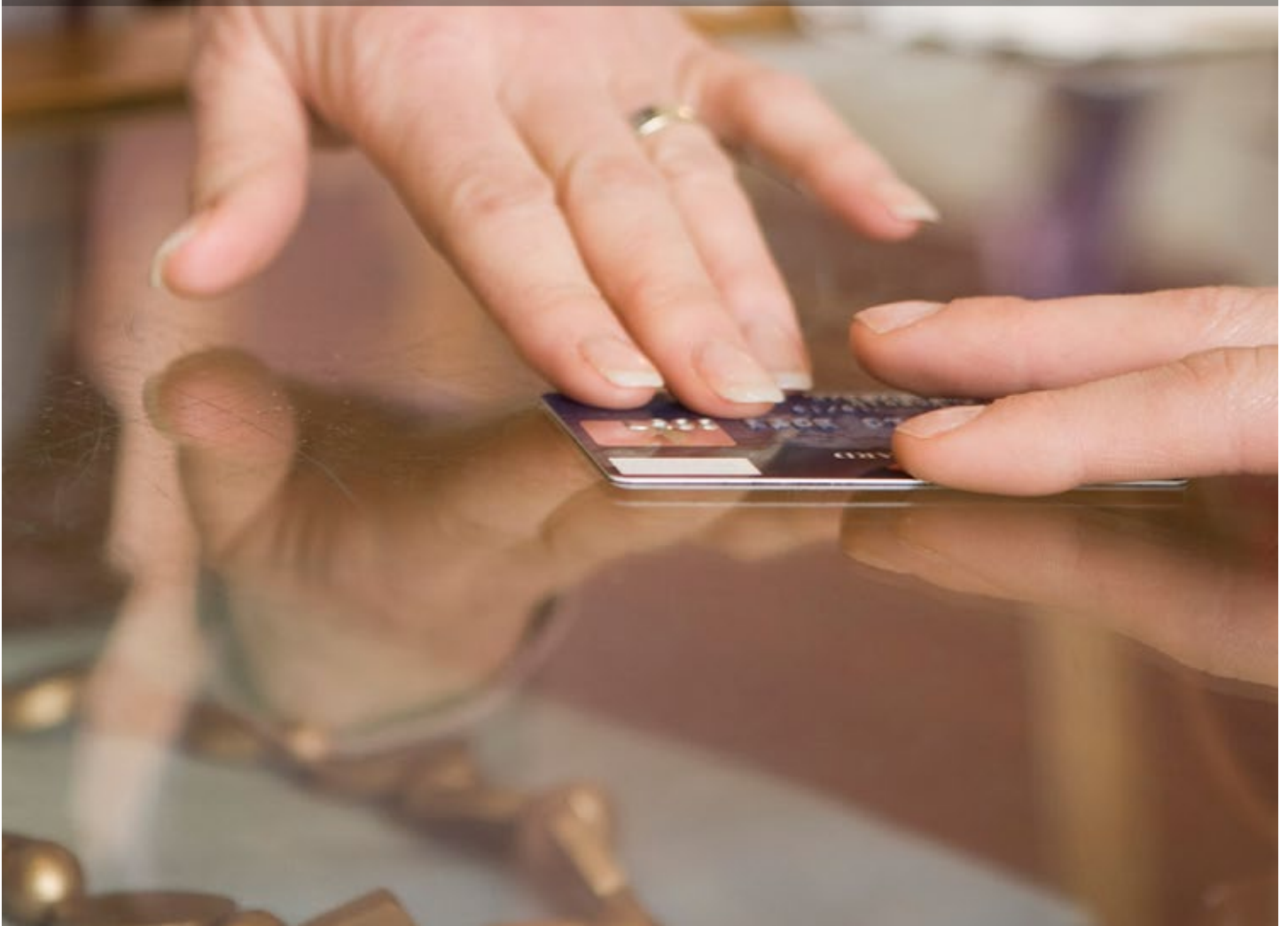
Red flags that indicate a consumer's identity has been stolen include:

- Being denied access to credit;
- Finding suspicious charges on bank or credit card statements;
- Receiving a notice that private personal information has been compromised in a data breach;
- Becoming aware that someone has fraudulently forwarded the consumer's mail or that the consumer has stopped receiving credit card bills;
- Finding errors in a credit report, such as a loan or account not opened by the consumer;
- Encountering issues with medical insurance, such as a denial of coverage;
- Receiving a bill for products or services that were never ordered or never received;
- Being denied state or federal benefits because the consumer is listed as already having received them;
- Having a tax return rejected by the IRS because the refund has already been claimed or the reported income has not matched IRS records; or
- Receiving calls from a debt collector regarding a debt not owed.

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This guide offers information on predatory lending practices, identity theft, debt collection, foreclosure fraud, and other schemes that target members of the military. With a designated team on standby to review complaints submitted by servicemembers and veterans, my office will continue working to ensure that all military members are protected from unscrupulous businesses and individuals. On behalf of the Office of Attorney General and all Floridians, thank you for your service.”

-Florida Attorney General Ashley Moody



## Steps to Take When Identity Theft Has Occurred

The following steps should be taken immediately after learning of an incident of identity theft:

**STEP 1: Contact the police.** File a report with law enforcement. Under Florida Statutes Section 817.568(18), consumers may file a report in the location where the theft occurred or in the city or county in which they reside. When filing, consumers should provide as much documentation as possible, including copies of debt collection letters, statements showing fraudulent charges, credit reports and any other evidence they may have. Request a copy of the police report; creditors and credit reporting agencies may ask to see it before removing the debts created by the identity theft from their records.

**STEP 2: Report the incident to the fraud department of the three major credit bureaus.** Consumers should contact the credit bureaus to place fraud alerts on their credit reports. This will prevent identity thieves from opening any more accounts in their names. Consumers should also order copies of their credit reports to determine whether there are additional fraudulent accounts listed in their names. Contact information for the three major credit bureaus is as follows:

### Equifax

To report fraud: **1-800-525-6285**

To order a credit report: **1-800-685-1111**

[www.equifax.com](http://www.equifax.com)

### Experian

To report fraud: **1-888-397-3742**

To order a credit report: **1-888-397-3742**

[www.experian.com](http://www.experian.com)

### TransUnion

To report fraud: **1-800-680-7289**

To order a credit report: **1-800-888-4213**

[www.transunion.com](http://www.transunion.com)

**STEP 3: Contact the fraud department of each creditor.** Consumers should gather the contact information for each of their credit accounts (credit cards, retail credit accounts, utilities, cable and Internet providers, etc.) and call the fraud department for each. Report the incident to each creditor, even if the account at that institution has not been affected. Consumers should close accounts that they believe have been

compromised. Request the creditors place an alert on any accounts that remain open. Follow up in writing. The Federal Trade Commission (FTC) provides a standardized Identity Theft Affidavit. It is important to complete this form as some creditors will not begin an investigation or remove fraudulent activity from their records until they receive it. Check with each creditor to determine if it accepts this form; if not, request a copy of the creditor's fraud dispute form.



**STEP 4: Contact banks or financial institutions.** If consumers suspect their financial accounts have been compromised, they should close their checking and savings accounts. They should also ask that their banks issue not only new debit card numbers, but also new account numbers. Put stop payments on any suspicious outstanding checks. Consumers whose checks have been stolen should contact the major check verification companies and request they notify retailers not to accept their checks. These services allow businesses to determine whether a check is valid and can be reached at:

TeleCheck

**1-800-710-9898**

ChexSystems

**1-800-428-9623**

Consumers should also call Certegy Check Services at **1-800-437-5120** to determine whether any bad checks have been passed in their name.



## Additional Actions Servicemembers Should Take Following Identity Theft

Servicemembers and veterans should take the following additional actions, as applicable, to repair and protect their credit:

- **Inform the commanding officer.** Servicemembers should promptly explain the situation to their commanding officer. Servicemembers may also want to seek assistance from their local military legal assistance office. Find a nearby office location that serves each branch of the military at:

<https://legalassistance.law.af.mil/>

Seniors may also seek assistance from the Florida Senior Legal helpline at:

**1-888-895-7873**

- **Place an active duty alert with the three credit bureaus.** Under federal law, a deploying servicemember can place an “active duty alert” on his or her credit report at no cost. An active duty alert on a credit report means businesses must take extra steps before granting credit in the servicemember’s name. Active duty alerts last for one year and can be renewed to match the period of deployment. To place an active duty alert, servicemembers should contact each of the three nationwide credit reporting companies:

Equifax: **1-800-525-6285** or  
[www.equifax.com](http://www.equifax.com)

Experian: **1-888-397-3742** or  
[www.experian.com](http://www.experian.com)

TransUnion: **1-800-680-7289** or  
[www.transunion.com](http://www.transunion.com)

## Other Actions to Take Following Identity Theft

- **File a complaint with state and federal authorities.** Consumers should file a complaint with the Florida Attorney General’s Office using the toll-free fraud hotline at **1-866-9-NO-SCAM** or visiting online at [www.MyFloridaLegal.com](http://www.MyFloridaLegal.com). Consumers should also file a complaint with the FTC’s Identity Theft Clearinghouse. Complaint information filed with the FTC is entered into a central database, the Consumer Sentinel, which is accessed by local and state law enforcement agencies. Consumers may call the FTC’s toll-free hotline at **1-877-IDTHEFT** or complete an online complaint form at:  
[www.ftccomplaintassistant.gov](http://www.ftccomplaintassistant.gov)
- **Report a lost or stolen Social Security card to the Social Security Administration.** Consumers may determine whether someone else is using their Social Security number for work by creating an account and reviewing their Social Security work history at:  
[www.ssa.gov/myaccount](http://www.ssa.gov/myaccount)  
Consumers may apply online for a free Social Security replacement card at:  
[www.ssa.gov/ssnumber](http://www.ssa.gov/ssnumber)
- **If passport fraud is suspected, report it to the U.S. Department of State.** Stolen passports should be reported to the federal Department of State at:  
**1-877-487-2778**
- **Place a flag on a Florida driver license.** Consumers with a Florida state license should flag their driver license with the Fraud Section of the Department of Highway Safety and Motor Vehicles. To reach the Fraud Section, consumers may email:  
[fraud@flhsmv.gov](mailto:fraud@flhsmv.gov) or call **850-617-2405**
- **Check for fraudulent Florida criminal records.** In some instances of identity theft, a victim may be faced with a criminal record for a crime he or she did not commit. The Florida Department of Law Enforcement (FDLE) can provide a Compromised Identity Review to determine if any arrest records have been falsely associated with the victim as a result of someone using his or her identity. Those who believe their identities have been compromised should initiate a review by contacting FDLE at:  
**850-410-7000**



- **Remove personal identifiers from Florida court records.** Any person has the right to request the Clerk or County Recorder to redact/remove his or her Social Security number, bank account number or credit or debit card number from an image or copy of an Official Record that has been placed on the Clerk's County Recorder's publicly available website or in a court file. Consumers may contact the local County Clerk's Office to initiate a request. Check the State of Florida Clerk Directory for each county's contact information at:

[www.flclerks.com](http://www.flclerks.com)

- **Report mail theft to the U.S. Postal Inspection Service.**



The U.S. Postal Inspection Service investigates incidents of stolen mail identity theft. Incidents should be reported to the U.S. Postal Inspection Service. Consumers may file a complaint online at:

[www.postalinspectors.uspis.gov](http://www.postalinspectors.uspis.gov)

## Limits on Financial Loss Resulting from Identity Theft

Both federal and state laws limit an identity theft victim's financial losses. Under state law, no identity theft victim may be held liable for any unauthorized charges made on a credit card that is issued on an unsolicited basis.

Under federal law, the amount an identity theft victim must pay for unauthorized credit card charges is limited to \$50. If a victim reports the identity theft prior to unauthorized charges being made, the victim is not responsible for any charges. Under federal law, the amount an identity theft victim must pay for unauthorized charges made on an ATM or debit card varies based upon how quickly the loss is reported.

- If a victim reports the loss or theft of an ATM or debit card prior to unauthorized charges being made, the victim is not liable for any losses.
- If a victim reports the loss or theft within two business days of learning of it, the victim's maximum loss is \$50.
- If a victim reports the loss or theft more than two business days after learning of it, but fewer than 60 calendar days after receiving a bank statement, the victim's maximum loss is \$500.

- If a victim reports the loss or theft more than 60 calendar days after receiving a bank statement, the maximum loss is potentially unlimited.

If an unauthorized charge is made to a victim's bank account using the victim's debit card number but not the physical debit card, the victim is not responsible for the unauthorized charges as long as it is reported within 60 calendar days of receiving a bank statement on which the charges first appear.

Individual financial and credit institutions may waive a victim's responsibility for unauthorized charges as a benefit to their members and cardholders. Consumers should check the terms and conditions of their financial accounts to determine whether they will be held liable for any unauthorized charges.



## Protect Confidential Information

**Keeping personal information safe, both online and off, is a key facet of guarding against identity theft. Offline, consumers should take care to do the following:**

- Read account statements each month to ensure there are no fraudulent charges.
- Lock documents and records in a safe place at home or in a safe deposit box at the bank. Keep personal information, credit and debit cards and checks secure from guests or workers who come into the home.
- Limit cards carried. Bring only the identification, credit and debit cards necessary. Consumers should not keep their Social Security card in their wallets.
- A consumer should photocopy the contents of his or her wallet and keep the copies in a safe or safety deposit box. This way if a consumer's wallet is stolen, he or she can report exactly what information the

thieves obtained and will know which companies to contact about canceling cards and closing accounts.

- Before sharing personal information such as a Social Security number at the workplace, a business, a school or a doctor's office, consumers should ask why it is needed, how it will be secured and the consequences if not provided.



- Shred receipts, credit offers, credit applications, insurance forms, physician statements, checks, bank statements, expired charge cards and similar documents when they are no longer necessary.
- Destroy the labels on prescription bottles before throwing them out.
- Do not respond to emails, text messages or phone calls that ask for personal information. If a consumer believes the request could be a legitimate communication from a company with which he or she does business, they should contact the company at the phone number listed on their bill or account statement and inquire whether the communication is legitimate.
- Take outgoing mail to post office collection boxes or the post office. Promptly remove mail that arrives in the mailbox. Consumers should request a vacation hold on their mail and newspapers if they will not be home for several days.
- Consider opting out of prescreened and preapproved credit offers that are received by mail. Consumers may opt out permanently or for a period of 5 years and may opt back in at any time. To opt out, visit [www.optoutprescreen.com](http://www.optoutprescreen.com).
- Check credit reports at least once a year.



**When online, consumers should take care to do the following:**

- When ordering something online, look to ensure that the browser has a secure connection. In the address bar, a padlock should appear if the browser is secure.
- Some credit card providers offer one-time card numbers to be used for online transactions to further protect consumer financial information. Consumers should contact their account holder to see if they have access to such a service.
- Never include personal or financial information in an email.
- Know that a financial institution will never email account holders a link for them to “confirm” their account number or “verify” their log-in details.
- For a strong password, use a combination of letters, numbers and special characters that cannot be easily guessed. Also, do not use a single password across multiple websites.
- Choose strong secret questions. Secret questions are often used to reset accounts if the user cannot remember his or her password. Do not use a secret question that can be easily guessed.
- Closely review pop-up windows that say the computer has a virus or is infected with malware.
- Do not use public wireless networks, such as those available in hotels or coffee shops, to perform financial transactions.



Under the Fair and Accurate Credit Transactions Act, an amendment to the federal Fair Credit Reporting Act passed in 2003, consumers can receive one free credit report per year from each of the nationwide credit reporting companies — Equifax, Experian and TransUnion. The free report can be requested and viewed online through the government-authorized website [www.annualcreditreport.com](http://www.annualcreditreport.com).

While consumers may receive a credit report for free, reporting agencies often charge a fee should a person request their specific credit score.

For security reasons, access to [www.annualcreditreport.com](http://www.annualcreditreport.com) is restricted outside of the U.S. and its territories. Servicemembers stationed outside the U.S. or deployed overseas can call 1-877-322-8228 to request their credit reports.

- Install anti-virus and anti-spyware software on computers.
- Ensure a computer's operating system and web browser are up to date. Change settings so these updates are applied automatically.

## Credit Report Basics

A credit report can be a crucial tool that allows consumers to know where they stand financially and can also indicate whether their identity has been stolen. A credit report includes information on where the consumer lives, how he or she pays their bills and whether they have been sued or filed for bankruptcy. A credit report and a credit score offer an indication of whether a consumer is a good financial risk for lenders. Businesses use the information in a credit report to evaluate applications for credit, insurance, employment and renting or buying a home.



*Florida*  
**Office of the  
Attorney General**



**PROTECTING  
FLORIDIANS**

**REPORT FRAUD**

**1-866-9-NO-SCAM**

**Visit [MyFloridaLegal.com](http://MyFloridaLegal.com)**

**Find Consumer Tips and File Complaints**



## *Debt and Credit*

While poor credit and excessive debt can be detrimental for all consumers, it can be especially damaging for military personnel. Poor credit and excessive debt can prevent servicemembers from obtaining or retaining security clearances and affect their personal readiness for military deployment.

### **Payday Lending**

Whether they masquerade as payday loans, cash advance loans, check advance loans, post-dated check loans or deferred deposit loans, these seemingly harmless short-term, high-rate loans all come at a very high price.

### **How Payday Loans Work**

A borrower writes a personal check payable to the lender for the amount the person wants to borrow,

plus the fee he or she must pay for borrowing. The company gives the borrower the amount of the check, minus the fee, and agrees to hold the check until the loan is due, usually the borrower's next payday. Or, with the borrower's permission, the company deposits the amount borrowed, minus the fee, into the borrower's checking account electronically. The loan amount is due to be debited the next payday. The borrower is charged new fees each time the same loan is extended or "rolled over."

## Where is the Harm?

A payday loan is very expensive credit. Consider a borrower who needs a loan of \$100 for two weeks. The borrower writes a personal check for \$115, with \$15 as the fee to borrow the money. The check casher or payday lender agrees to hold the check until the borrower's next payday. When that day comes, either the lender deposits the borrower's check for \$115, or the borrower rolls over the loan and is charged \$15 more to extend the financing for two more weeks. The cost of the initial \$100 loan is a \$15 finance charge and an annual percentage rate of 391 percent.



## Loans for Military Members

Instead of seeking a payday loan, servicemembers may be able to obtain financial assistance from military aid societies, such as the Army Emergency Relief, Navy and Marine Corps Relief Society, Air Force Aid Society or Coast Guard Mutual Aid. Military consumers can explore their options at:

[www.militaryonesource.com](http://www.militaryonesource.com)

## Other Alternatives to Payday Loans

- **Consider a small loan from your bank, credit union or a small loan company.** Some banks may offer short-term loans for small amounts at competitive rates. A cash advance on a credit card may also be possible, but it will have a higher interest rate than other sources of funds. Find out the terms before making a decision.
- **Shop for the credit offer with the lowest cost.** Compare the interest rate, or APR, and the finance charge, which includes loan fees, interest and other credit costs. Consumers should look for the lowest APR. Military personnel have special protections against excessively high fees or rates.
- **Contact creditors or loan servicers as quickly as possible when struggling with payments.** Many may be willing to work with consumers who they believe are acting in good faith. They may offer an extension on bills or a lower interest rate. Consumers should find out if there are charges associated with anything creditors offer them, such as late fees or finance charges.

- **Contact a consumer credit counseling service for help working out a debt repayment plan or developing a budget.** Nonprofit groups offer credit guidance to consumers for no or low cost. Military personnel have access to financial counselors provided at no cost. For more information, visit [www.militaryonesource.com](http://www.militaryonesource.com).
- **Make a realistic budget. Include monthly and daily expenses and compare them to monthly income.** Consumers should look at all of their expenses to see where they can make cuts. Try to avoid unnecessary purchases and negotiate any expenses possible.
- **Build up savings.** Even the smallest deposits add up over time. A savings plan, however modest, can help consumers avoid taking out a payday loan if an unexpected bill pops up.

## Rent-to-Own Stores

Servicemembers are expected to pack up and move or deploy at a moment's notice. This being the case, they often find themselves in a new location without basic furniture and appliances to furnish their new home. For this reason, rent-to-own stores are often located near military installations.

While rent-to-own stores may be a viable option depending upon a servicemember's needs and his or her ability to pay, it is important to understand how rent-to-own contracts work and to be aware of possible less costly alternatives that may be available depending upon the circumstances.



## How the Rent-to-Own Industry Operates

Rent-to-own stores enter into an agreement with a consumer that allows the consumer to rent furniture, appliances and electronics for a set period of time. The rental can be renewed by the consumer each time the contract ends. In some of these contracts, the consumer can purchase the rental outright by continuing to pay the fee for a period of time or by providing a lump-sum payment. However, sometimes these agreements come at a steep price.

Take for example a \$600 laptop rented for \$40 a week for 48 weeks. The total cost of the rental is \$1,920, excluding sales tax and other fees. The same laptop could be bought three times over for less than the total rent-to-own price. The interest rate for this type of financing is 320 percent in this instance.

## Less Costly Alternatives to Rent-to-Own Contracts

- **Save up for the purchase.** A consumer would only need to save \$40 a week for 15 weeks to purchase the laptop mentioned in the prior example. By waiting four months to purchase the product with cash, the consumer would save more than \$1,300.
- **Consider a loan from a bank or credit union.** Some banks may offer short-term loans for small amounts at competitive rates.
- **Seek other financing methods.** Should a consumer be unable to postpone the purchase, using a credit card is still a less costly alternative. Using the same \$600 laptop as before, with a 36 percent interest rate (the highest allowed by law), the total cost is \$816, a savings of more than \$1,100. By paying the same \$40 per week, the laptop would be paid off in 21 weeks. However, the key to saving with this line of financing is to continue to pay the \$40 a week, rather than the minimum due on the credit card statement. Just paying the minimum will only extend the length of the financing, increasing the amount of interest accrued, therefore increasing the total cost.

## How Florida Law Governs Rent-to-Own Contracts

In Florida, rent-to-own contracts must provide the following:

- The name and business address of the retailer;
- The consumer's name and address;
- A description of the property that details whether the property is new or previously leased;
- The total amount of the initial payment, including advance payments, any delivery charges and trade-in allowances;
- The amount of each rental payment to be paid and its due date;
- An itemization of any charges or fees not included in the rental payments;
- The total amount the consumer will pay to purchase the property, including all rental payments, advance payments and fees and charges;
- The consumer's responsibility for loss or damage to the property;
- The consumer's right to reinstate the agreement if he or she falls behind on payments, including any fees or penalties;
- Which party is responsible for routine maintenance, if any;
- When and under what circumstances the consumer may terminate the contract; and
- The actual cash price of the property if the consumer were to purchase it rather than rent it.





### **Under Florida law, the following terms are prohibited in rent-to-own contracts:**

- A requirement that the consumer agrees to wage garnishment, stipulates to a judgment or grants the retailer power of attorney;
- An agreement that allows the retailer to enter the consumer's property or breach the peace to recover or repossess the rental items if the consumer fails to pay;
- A requirement that the consumer waive any legal defenses, counterclaims or rights to sue; or
- A requirement that the consumer purchase insurance from the retailer (consumers can be required to purchase insurance but cannot be required to purchase it from the retailer).

## **Collections**

The federal Fair Debt Collections Practices Act<sup>1</sup> governs the practices of "collection agencies," which are businesses that collect debts for other businesses. These laws do not apply to businesses trying to collect on their own accounts that are past due, but rather to third party debt collection agencies to which the debt may have been referred or sold by a business for collection. The State of Florida has also enacted an additional law known as the Florida Consumer Collection Practices Act<sup>2</sup> intended to supplement the federal Fair Debt Collection Practices Act. It offers even greater protections for Florida consumers.

## **Protections Under State and Federal Law**

### **When attempting to collect on a debt, collectors must:**

- Identify themselves when they call, including the name of the collection company as well as the name of the company for whom the debt is being collected;
- Send a letter to the consumer's home address within five days of the call identifying the collection company, the company for whom the debt is being collected and the amount of the debt allegedly owed;
- Inform consumers that they have the right to dispute the debt and have 30 days to demand that the collection company provide proof of the debt allegedly owed; and
- Once the consumer has demanded the debt be validated, stop all attempts to collect upon the debt until verification of the debt has been provided to the consumer.

### **A debt collector may not do any of the following:**

- Call before 8 a.m. or after 9 p.m. in the time zone where the consumer is located, unless the consumer has specifically requested them to do so;
- Call the consumer an unreasonable number of times in one day;
- Call the consumer's workplace if the consumer has told the collector not to do so;
- Inform or threaten to inform people other than the consumer, such as the consumer's spouse, supervisor or attorney, that the debt is owed;
- Use profane or abusive language when speaking with the consumer;
- Mail a consumer documents with embarrassing words or phrases on a postcard or envelope;
- Refuse to provide the consumer with information, including the collector's name, the name of the collection company or the collection company's contact information;
- Misrepresent how much the consumer owes;
- Threaten to arrest or criminally prosecute the consumer because of this debt;
- Threaten to garnish the consumer's wages or seize the consumer's property;
- Send a consumer communication designed to look like a government or attorney-provided document;
- Communicate directly with a consumer when they know the consumer is being represented by an attorney;
- Send false information to credit reporting bureaus; or
- Add arbitrary fees, unless the consumer agreed to pay such fees in the contract with the original creditor.

### **A debt collector may do the following to collect on a debt:**

- Contact a consumer in person or by mail, email, telephone or fax;
- Contact a consumer's family member, friend, supervisor or attorney once in order to obtain the consumer's contact information; and
- Call at reasonable hours or times the consumer has explicitly stated would be acceptable.

<sup>1</sup> 15 U.S.C. Sections 1692 -1692p

<sup>2</sup> Florida Statutes Ch. 559, Sections 559.55-559.785

**If a consumer believes a caller may be a fake debt collector, he or she should take the following steps:**



- Ask the caller for his or her name, the name of the collection company, the caller's contact information and the company to whom the debt is owed.
- Tell the caller that they will not discuss the debt until they receive a validation notice by mail. If the caller refuses to provide this information, he or she is either an imposter or a debt collector acting illegally.

- If consumers have the caller's address, they should send a letter demanding the collector stop contacting them. By law, legitimate debt collectors may not contact consumers after receiving a written request that the calls stop. Once they receive such a request, debt collectors may only contact the consumer to inform them that they intend to take some action regarding the debt, such as file a lawsuit or charge off the debt.

## Imposter Debt Collection

Imposter scams are on the rise generally, but an imposter scam currently affecting consumers nationwide is imposter debt collection. With this scam, the consumer receives a phone call from a person trying to collect on either a debt that the consumer never incurred or a debt that has already been paid off. In other instances, a consumer receives a call from a person collecting on a valid debt without the authorization or knowledge of the consumer's creditor.

**A caller may be an imposter debt collector if he does the following:**

- Seeks payment for a debt or loan the consumer does not recognize or has already paid in full;
- Refuses to provide a mailing address or phone number for the debt collection company from which they are calling;
- Asks consumers for personal financial or sensitive information;
- Asks for payment via prepaid debit card; or
- Exerts high pressure or threatens consumers if they do not pay.

- Never provide the caller with personal financial or sensitive information. Do not give out or confirm information such as bank account, credit card or Social Security numbers.
- Contact the original creditor of their debt to determine whether the business has authorized a collection company to collect on the debt.
- Keep a record of any interaction with a debt collector. Note the names of the people spoken with, dates and times of calls and any pertinent information presented in the call. Consumers will find this information handy should they need to file a complaint or dispute the collection of a debt.

If a consumer believes a debt collector has violated his or her rights under the Fair Debt Collections Practices Act or that he or she has been contacted by an imposter debt collector, the consumer may file a complaint online with the Florida Attorney General's Office at:

[www.MyFloridaLegal.com](http://www.MyFloridaLegal.com)

as well as the U.S. Consumer Financial Protection Bureau at:

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

## Automobiles

In February of 2010, then-Undersecretary of Defense for Personnel and Readiness Clifford Stanley reported to the U.S. Treasury Department that 75 percent of military financial counselors had provided advice to servicemembers on issues related to abusive auto financing.

### Buying a New Car

Before buying a new car, it is important that consumers identify their automotive needs and their budget. The more preparation, the less stressful and confusing the car-buying process can be. It is also important that consumers remember that they have the right to shop and compare financing and warranty options. Consider these suggestions:

- Check publications and websites that discuss new car features and prices.
- Find out what the dealership paid for the car.
- Shop around to get the best possible price by comparing models and prices in ads and at dealer showrooms.
- Do not assume the dealership will have the best financing options. Check with local banks and credit unions to compare auto loan rates.
- Know it is harder for the dealership to add in extra costs and fees if the only negotiating point is the purchase price, so it can really pay to get financing through a bank or credit union prior to arriving at the dealership.
- Sometimes, dealers offer very low financing rates for specific cars or models, but may not be willing to negotiate on the price of these cars or may require a large down payment for a buyer to qualify.
- Plan to negotiate on price – but negotiate the total purchase price, not the monthly payment. The monthly payment can include unwanted extras.
- Consider custom ordering a new car. Consumers who do not see what they want on the dealer's lot may order a vehicle that meets their exact specifications. This may involve a delay, but cars on the lot may have unwanted options. However, dealers also often want to sell their current inventory quickly, so consumers may be able to negotiate a good deal if an in-stock car meets their needs.



## Trading in an Old Car

Discuss the possibility of a trade-in only after negotiating the best possible price for the new car and after researching the value of the old car. Consumers should check the National Automobile Dealers Association's (NADA) Guides, Edmunds and Kelley Blue Book. This information may help buyers get a better price from the dealer. Though it may take longer, consumers generally get more money in a private sale rather than trading in their old vehicle.

## Repairing a Car

At some point or another, a vehicle will require routine maintenance and repair. Consider the following:

- Find a trusted mechanic before a repair is necessary. This will avoid the panic and pressure of a last-minute choice.
- Be certain any maintenance or repair shop will maintain the vehicle's warranty, if applicable. What are the cancellation and refund policies?
- The Florida Motor Vehicle Repair Act requires anyone who is paid to repair motor vehicles owned by other individuals to register with the Florida Department of Agriculture and Consumer Services. Ask to see the shop's registration and verify it by calling:

**1-800-HELP-FLA**

## Considering a Service Contract

Service contracts provide for the repair of certain parts or problems. These contracts may or may not provide coverage beyond the manufacturer's warranty. Before deciding to purchase a service contract, read it carefully and consider the following:

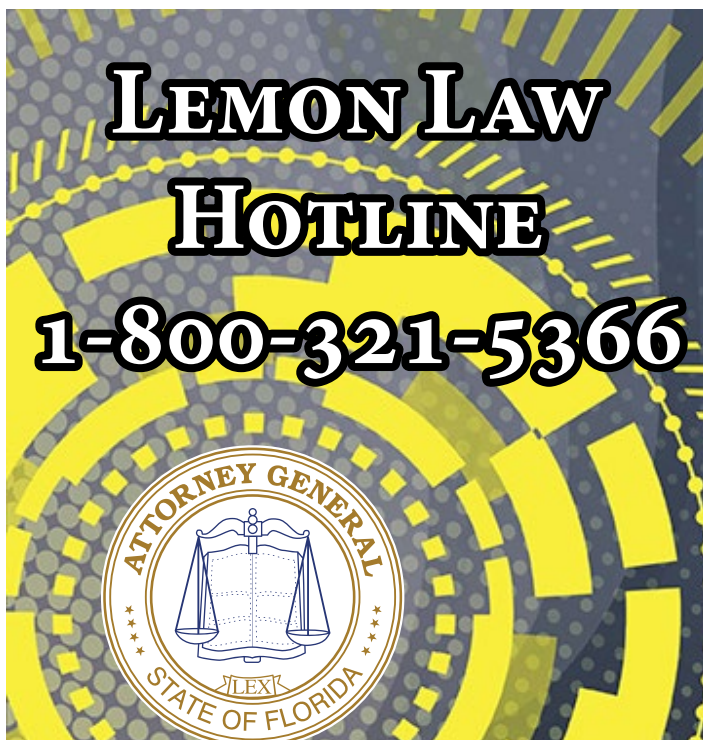
- What's the difference between the coverage under the warranty and the coverage under the service contract?
- What repairs are covered?
- Is routine maintenance covered?
- Who pays for the labor and parts?
- Who performs the repairs?
- Can repairs be made elsewhere?
- How long does the service contract last?
- What are the cancellation and refund policies?

## Florida Lemon Law

The state's Lemon Law covers defects or conditions that substantially impair the use, value or safety of a new vehicle. These defects, called nonconformities, must be first reported to the manufacturer or its authorized service agent (usually the dealer) during the "Lemon Law Rights Period," which is the first 24 months after the date of delivery of the vehicle to the consumer. If the manufacturer fails to conform the vehicle to the warranty after a reasonable number of attempts to repair these defects, the law requires the manufacturer buy back the defective vehicle and give the consumer a purchase price refund or a replacement vehicle. The law does not cover defects that result from accident, neglect, abuse, modification or alteration by persons other than the manufacturer or its authorized service agent.

Consumers should keep records of all repairs and maintenance and keep all receipts or invoices for payment of expenses related to the purchase or lease of the vehicle and any repair.

Florida consumers may call the Lemon Law Hotline at **1-800-321-5366** for more information and for help navigating the process of reporting a lemon.





## Buying a Used Car

Whether buying a used car from a dealer or an individual, consumers should consider the following during their search:

- Examine the car using an inspection checklist. Consumers can find checklists online.
- Test drive the car under varied road conditions on hills, highways and in stop-and-go traffic.
- Ask for the car's maintenance record.
- Hire an independent mechanic to inspect the car.
- Determine the value of the vehicle before negotiating the purchase price. Check the National Automobile Dealers Association's (NADA) Guides, Edmunds and Kelley Blue Book.
- The National Highway Transportation's Safety Administration offers information on recalls at: [www.nhtsa.gov](http://www.nhtsa.gov).
- Check the Department of Justice's National Motor Vehicle Title Information System (NMVTIS) for information about a vehicle's title, odometer data and certain damage history using the vehicle's VIN. Expect to pay a fee for each report.
- The Florida Department of Highway Safety and Motor Vehicles regulates used car lots. File a complaint about a used car dealer at: [www.flhsmv.gov](http://www.flhsmv.gov)

## Buyer's Guide

The Federal Trade Commission's (FTC) Used Car Rule requires dealers to post a Buyer's Guide in every used car they offer for sale. Buyer's Guides do not have to be posted on motorcycles and most recreational vehicles. The Buyer's Guide must include the following information:

- Whether the vehicle is being sold "as is" or with a warranty;
- What percentage of the repair costs a dealer will pay under the warranty, if any;
- A note that oral promises are difficult to enforce and promises should be made in writing;
- A note to keep the Buyers Guide for reference after the sale;
- A description of the major mechanical and electrical systems on the car, including any major problems; and
- A suggestion that the buyer have the car inspected by an independent mechanic before purchasing it.

The Buyer's Guide becomes part of the sales contract and overrides any contrary provisions. For example, if the Buyer's Guide says the car comes with a warranty but the contract says the car is sold "as is," the dealer must provide the warranty detailed in the Guide.



## Warranties

Most new vehicles and some used vehicles come with warranties, including the following:

- **Implied warranties:** State laws hold dealers responsible if cars they sell do not meet reasonable standards. These obligations are called implied warranties. However, dealers can use the words “as is” or “with all faults” in a written notice to buyers to eliminate implied warranties.
- **“As Is” - No Warranty:** When the dealer offers a vehicle “as is,” the box next to the “As Is - No Warranty” disclosure on the Buyer’s Guide must be checked. If the box is checked but the dealer promises to repair the vehicle or cancel the sale if the buyer is not satisfied, make sure the promise is written on the Buyer’s Guide.
- **Warranty of fitness for a particular purpose:** A warranty of fitness for a particular purpose applies when the buyer purchases a specific vehicle based on the dealer’s advice that it is suitable for a particular use. For example, a dealer who suggests a buyer choose a specific vehicle for hauling a trailer is promising that the vehicle will be suitable for that purpose.
- **Warranty of merchantability:** The most common type of implied warranty is the warranty of merchantability. The seller promises that the product offered for sale will do what it’s supposed to do. This promise applies to the basic functions of a car. Breakdowns and other problems after the

sale do not prove the seller breached the warranty of merchantability. A breach occurs only if the buyer can prove that a defect existed at the time of sale.

- **Unexpired manufacturer’s warranties:** If the manufacturer’s warranty still is in effect, the dealer may note that in the “systems covered/duration” section of the Buyer’s Guide. To make sure they can take advantage of the coverage, consumers should ask the dealer for the car’s warranty documents. Verify the information (what’s covered, expiration date/miles and necessary paperwork) by calling the manufacturer and have the VIN handy when calling.

Buyers should make sure to get a copy of the dealer’s warranty document if they buy a car that is offered with a warranty.

## Independent Inspections

It’s best to have any used car inspected by an independent mechanic before purchasing it. The inspection will give a general indication of the mechanical condition of the vehicle. There are no standard operating procedures for pre-purchase inspections. Ask what the inspection includes, how long it takes and how much it costs. Get this information in writing. Once the vehicle has been inspected, ask the mechanic for a written report with a cost estimate for all necessary repairs. Be sure the report includes the vehicle’s make, model and VIN. Use the estimated repair costs to negotiate the price of the vehicle.

## Private Sales

Buying a car from a private individual is different from buying from a dealer. Private sellers generally are not covered by the FTC Used Car Rule and do not have to provide the Buyer's Guide. Private sales usually are not covered by the "implied warranties" of state law. That means a private sale will likely be on an "as is" basis. The car also may be covered by a manufacturer's warranty or a separately purchased service contract. However, warranties and service contracts may not be transferable, and other limits or costs may apply.

## Common Car Scams

Military personnel are often young and isolated from their families. However, they earn a regular paycheck backed by the U.S. government, making them prime targets for deceptive sales practices and financial scams.

**"Yo-Yo" Car Sales:** This scam is a type of bait-and-switch. A buyer finds a car on the lot, signs a financing agreement and drives away in a newly-bought vehicle. Days later, the dealer calls the buyer to say that his or her credit was rejected and in order to keep the car, the buyer needs to pay a larger down payment or agree to a higher interest rate. If the buyer had a trade-in, the dealer often claims the trade-in has already been sold, leaving the buyer to either be left without a vehicle or pay more to keep the new one.

**Buy Here/Pay Here Car Dealers:** These used car dealers typically sell poor quality used cars and often require large down payments that are equal to the car's true value. They offer financing for the balance owed and require the buyer to pay them directly. The car eventually breaks down and the buyer quits making payments. The dealer then has the car repossessed and sells it to another unsuspecting consumer.

**Loan Packing:** Unscrupulous car dealers may include additional products or services in the financing paperwork without the knowledge or consent of the purchaser. Watch out for extras like extended warranties, gap insurance, tire protection, upholstery protection and other unnecessary products. Items that are typical for every car purchase include tax, title, license and registration fees.

**Deceptive Advertisements:** Watch for advertising that may not provide all the details. Advertisements offering high amounts for trade-in vehicles are often not applicable unless the buyer agrees to purchase a new vehicle at sticker price, often substantially more than if the deal had been negotiated. Other advertisements tout low interest rates, but to qualify, buyers must make large down payments or agree to higher car prices.





## Housing

There are many options to consider when seeking off-base housing as well as many scams to avoid.

### VA Home Loans

The Department of Veterans Affairs helps servicemembers, veterans and eligible surviving spouses become homeowners. The VA provides home loan guarantees and offers other housing-related programs to help servicemembers buy, build, repair or adapt a home for their personal occupancy. These VA home loans are provided by private lenders like traditional mortgages, however, a portion of the loan is guaranteed by the VA, so servicemembers are offered more favorable terms on their mortgages. Find more information and check eligibility at [www.benefits.va.gov/homeloans](http://www.benefits.va.gov/homeloans).

### Housing Provisions Under the Servicemembers Civil Relief Act

**Eviction protection:** The Servicemembers Civil Relief Act (SCRA) protects active duty servicemembers and their dependents from being evicted without a court order. To qualify for this protection:

- The home must be occupied or intended as a primary residence, and
- The monthly rent must be below the current rent ceiling (\$3,851.03 in 2019, adjusted annually for inflation).

- If an eviction action is filed, the SCRA gives servicemembers or their dependents the right to ask the court for a temporary stay of the proceedings for three months. Alternatively, the court may adjust the amount of the financial obligation to preserve the interests of all parties.

**Residential lease termination:** The SCRA allows active duty servicemembers to terminate a residential lease if:

- The lease was entered into prior to active duty, when the servicemember is called to active duty for 180 days or more, or
- The lease was entered into during active duty, when the servicemember receives orders for a Permanent Change of Station or to deploy with a military unit for more than 90 days.

**Foreclosure protection:** The SCRA requires that, if a servicemember obtained a mortgage prior to active duty, a mortgage lender must get a court order before it can foreclose on that servicemember's home during any period of military service and for one year thereafter. If a lender seeks such a court order, the court may temporarily stay the proceedings or adjust the amount of the servicemember's financial obligation when it can be shown that military service impacted the servicemember's ability to meet the obligation.



## Foreclosure-Related Issues

A common foreclosure-related scam is the mortgage “rescue” scam. In this scheme, mortgage “rescue” firms claim to be able to assist with obtaining a modified mortgage so homeowners can avoid foreclosure. Unscrupulous “rescue” firms charge exorbitant fees while promising mortgage relief that never comes. Under Florida law, a “rescue” firm or mortgage broker may never charge consumers up front for their services.<sup>3</sup> Brokers may only charge consumers after they receive and accept a written offer for a loan or refinance contract.

While some mortgage brokers offer legitimate services to assist consumers in avoiding foreclosure through loan modification or other means, servicemembers should first contact the bank that holds their mortgage. The lender’s loss mitigation specialist can often, at no charge, present options that are available.

There are also HUD-certified housing counselors throughout Florida, as well as nationwide, who may be able to offer advice and assistance. Consumers can find a HUD counselor in their area at [www.hud.gov](http://www.hud.gov).



Servicemembers should also seek counsel from the local military legal assistance offices where they reside. Office locations can be found at: <https://legalassistance.law.af.mil/>.

Should servicemembers seek counsel outside their legal assistance office, they should verify their attorney is in good standing with no disciplinary record by checking with The Florida Bar at [www.floridabar.org](http://www.floridabar.org).

Servicemembers requiring outside resources to avoid foreclosure should seek out a licensed mortgage broker or an attorney. Consumers can verify a mortgage broker’s license on the Office of Financial Regulation’s website at [www.flofr.com](http://www.flofr.com).

## Home Rental Scams

Because servicemembers are often required to move around the country, they are susceptible to rental scams when seeking off-base housing. Scammers may post fake ads on rental sites or hijack the information and photos from a legitimate ad and swap in their own contact information. Servicemembers should have their leases reviewed by the local military legal assistance office before signing anything.

**Servicemembers should also consider the following when searching for a home rental:**

- **Consider using a real estate or rental agent.** They can look at properties on the servicemember’s behalf and provide objective feedback on a rental.
- **Do not rely solely on email to contact the owner.** Be wary of someone who is using a foreign number or who is unresponsive to the phone calls.
- **If it sounds too good to be true, it probably is.** Home rentals priced far below the market rate may be scammers looking to defraud as many people as possible.
- **Investigate the property.** If possible, visit the property before signing a lease or paying a deposit or have someone in the area do so. Google the street address given to ensure that the address exists. Try using Google’s Earth and Street View options to view the property.
- **Ask for references.** Look for reviews of the property or the property manager on the real estate listing website.
- **Ask for additional photos.** The legitimate owner or property manager can produce these with little difficulty, while a scammer would be unlikely to have access to additional photos.

<sup>3</sup>Florida Statutes Ch. 494, Sections 494.00312-494.0043



## Charities

Numerous legitimate charities support members of the Armed Forces as well as veterans; however, unscrupulous “charity” operators look to cash in on the financial support offered to servicemembers and their families.

### Signs of a Charity Scam

There are often warning signs that indicate that a charity is not legitimate. Red flags that consumers should look out for include:

- The charity or solicitor refuses to provide detailed information about the charity’s mission, fundraising costs and use of donations;
- The solicitor uses high-pressure or guilt tactics to get donations;
- The solicitor requests donations be made in cash, via prepaid debit card or be wired to a particular account;
- The charity has sent an unsolicited email encouraging recipients to enter credit card or bank account information to donate;
- The solicitor offers to send a courier to collect the donation immediately; or
- The charity’s name closely resembles that of a large, well-known and highly regarded charity.

### Check a Charity’s Legitimacy

To determine if a charity is legitimate, first check to see if it is a registered charity with the state Department of Agriculture and Consumers Services. Consumers may use the Check-A-Charity feature to determine the registration status of a charity, the charity’s revenue and what percentage of its revenue goes to providing actual services at [www.800helpfla.com](http://www.800helpfla.com).

Consumers should also check with the Internal Revenue Service to see if the tax-exempt organization filed an annual return with the IRS. The IRS requires automatic revocation of a charity’s tax-exempt status if it fails to file a return for three consecutive years. To learn more, go to [www.IRS.gov](http://www.IRS.gov) and search the Charities and Non-Profits topics.

Consumers may also contact the Better Business Bureau’s Wise Giving Alliance at [www.give.org](http://www.give.org) or check Charity Navigator at [www.charitynavigator.org](http://www.charitynavigator.org) to determine whether the charity under consideration has complaints against it.



## Other Scams

There are additional scams that often target military members and their families.

### Affiliation Scams

In various affiliation scams, disreputable companies target military personnel and their families by using deceptive language and photos to imply that they are affiliated with or endorsed by a particular branch of the U.S. Armed Forces or the U.S. Department of Defense. Servicemembers, veterans and their families should consider checking with their military branch to determine whether the company is endorsed. Also check with the Better Business Bureau at [www.bbb.org](http://www.bbb.org) to determine whether the business has complaints against them.

### Military Newspapers

Similar to affiliation scams, some companies advertise in military-targeted newspapers such as ArmyTimes, NavyTimes, Air Force Times and similar publications in order to prey on the perception that these newspapers, and the ads within, are endorsed by the U.S. Armed Forces. While these newspapers are legitimate, the ads within are not reviewed by any military official and can be bought by any individual.

### “Phishing” Schemes

These types of phony messages mimic official entities in order to gain access to a victim’s personal and financial information. While “phishing” schemes threaten all consumers, particular ones target servicemembers, veterans and military spouses by sending unsolicited emails or text messages that appear to be from a military branch or the Department of Veterans Affairs. Recipients of these emails should always check with the source to verify the authenticity of the email or text.

### Charging for Military Records

Some scammers con veterans and their families into purchasing their military records, either to simply pocket a fee or to gain access to personal and financial records. Veterans, as well as their next-of-kin, may receive a free copy of their military records from the U.S. National Archives and Records Administration. For more information on acquiring free copies of military records, visit [www.archives.gov](http://www.archives.gov).



## *Legal Protections for Military Members*

There are laws at both the state and federal level, enforceable by the Attorney General's Office and other enforcement agencies, that offer enhanced protections or additional rights for military members.

### **Servicemember Defined**

"Servicemember" means any person serving as a member of the United States Armed Forces on active duty or state active duty and all members of the Florida National Guard and United States Reserve Forces. Section 250.01 (19), Florida Statutes.

### **Protection Against Deceptive and Unfair Trade Practices**

To protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce. Section 501.202, Florida Statutes.

A person who is willfully using, or has willfully used, a method, act, or practice in violation of this part directed at a military servicemember or the spouse or dependent child of a military servicemember is liable for a civil penalty of not more than \$15,000 for each such violation if she or he knew or should have known

that her or his conduct was unfair or deceptive. Section 501.2077(3), Florida Statutes.

### **Protection Against Unfair Insurance Trade Practices and Rate Increases**

Protects persons in military service from unfair rate increases such as charging an increased premium for reinstating a motor vehicle insurance policy that was canceled or suspended by the insured solely for the reason that he or she was transferred out of this state while serving in the United States Armed Forces or on active duty in the National Guard or United States Armed Forces Reserve. It is also an unfair practice for an insurer to charge an increased premium for a new motor vehicle insurance policy if the applicant for coverage or his or her covered dependents were previously insured with a different insurer and canceled that policy solely for the reason that he or she was transferred out of this state while serving in the United States Armed Forces or on active duty in the National Guard or United States Armed Forces Reserve. For purposes of determining premiums, an insurer shall consider such persons as having maintained continuous coverage. Section 626.9541(1)(cc), Florida Statutes.

## Protection Against Cancellation of Health Insurance

Any health insurance policy, certificate, or evidence of health coverage which provides coverage to a member of the Florida National Guard, or a member of any branch of the United States military reserves who is a resident of this state, called to active duty or state active duty, must continue all coverages that were in effect for the person, or the person's dependents covered by the same policy, at the premium in effect for all insured under the same contract, unless the employee or insured requests coverage changes that might alter the premium he or she was paying prior to such activation during the time he or she serves on active duty. Additionally, it must reinstate the coverage for any such person who elects not to continue it while on active duty or state active duty, at the person's request upon return from active duty or state active duty, without a waiting period or disqualification for any condition that existed at the time he or she was called to active duty or state active duty. Such reinstatement must be requested within 30 days after returning to work with the same employer or within 60 days if the policy is an individual policy. Any coverage available to the insured employee's dependent under any insurance sponsored by the Department of Defense must be considered in the payment of any benefits. The employee or other appropriate military authority must notify his or her employer of his or her reserve or National Guard status and the employee's intent to invoke the provisions of subsection (1) prior to leaving his or her employer to report for active duty or state active duty. Prior notice to the employer is not required if such notice is precluded by military necessity or if such notice is impossible or unreasonable. This section does not require an employee group health insurance policy to provide coverage to a person serving on state active duty. Section 250.341, Florida Statutes.

## Protections for Termination of Rental Agreements

Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

- The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

- The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;
- The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
- After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;
- The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
- The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer. In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate. Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable. The provisions

of this section may not be waived or modified by the agreement of the parties under any circumstances. Section 83.682, Florida Statutes.

### Protection for Termination of Telecommunications Services

Any servicemember, as defined in Section 250.01, Florida Statutes, may terminate his or her telecommunications service contract by providing the telecommunications company with a written notice of termination, effective on the date specified in the notice, which date shall be at least 30 days after receipt of the notice by the telecommunications company, if any of the following criteria are met:

- a. The servicemember is required, pursuant to a permanent change of station orders, to move outside the area served by the telecommunications company or to an area where the type of telecommunications service being provided to the servicemember is not available from the telecommunications company;
- b. The servicemember is discharged or released from active duty or state active duty and will return from such duty to an area not served by the telecommunications company or where the type of telecommunications service contracted for is not available from the telecommunications company;
- c. The servicemember is released from active duty or state active duty after having entered into a contract for telecommunications service while on active duty or state active duty status and the telecommunications company does not provide telecommunications service or the same type of telecommunications service contracted for in the region of the servicemember's home of record prior to entering active duty or state active duty;
- d. The servicemember receives military orders requiring him or her to move outside the continental United States; or
- e. The servicemember receives temporary duty orders, temporary change of station orders, or active duty or state active duty orders to an area not served by the telecommunications company or where the type of telecommunications service contracted for is not available from the telecommunications company, provided such orders are for a period exceeding 60 days.

The written notice to the telecommunications company must be accompanied by either a copy of the official

military orders or a written verification signed by the servicemember's commanding officer. Upon termination of a contract under this section, the servicemember is liable for the amount due under the contract prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the contract. The servicemember is not liable for any other fees due to the early termination of the contract as provided for in this section. The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances. Section 364.195, Florida Statutes.

### Protection for Termination of Motor Vehicle Leasing

Any servicemember, as defined in Section 250.01, Florida Statutes, may terminate his or her retail installment contract for leasing a motor vehicle by providing the sales finance company with a written notice of termination, effective on the date specified in the notice, which date shall be at least 30 days after the receipt of the notice by the sales finance company, if any of the following criteria are met:

- a. The servicemember is required, pursuant to a permanent change of station, to move outside the continental United States; or
- b. The servicemember receives temporary duty orders, temporary change of station orders, or active duty orders outside the continental United States, provided such orders are for a period exceeding 60 days.

The written notice to the sales finance company under subsection (1) must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer. Upon termination of a contract under this section, the lessee is liable for the amount due under the contract, prorated to the effective date of the termination, payable at such time as would have otherwise been required by the terms of the contract. The lessee is not liable for any other fees due to the early termination of the contract as provided for in this section. The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances. Section 520.14, Florida Statutes.

### Protection for Termination of a Mobile Home & Vehicle Registration

Any servicemember, as defined in Section 250.01, Florida Statutes, whose mobile home registration expired while he or she was serving on active duty or state active duty shall not be charged with a violation of this subsection if, at the time of the offense, the servicemember was serving on active duty or state active duty 35 miles or more from the mobile home. The servicemember must present to the department either a copy of the official military orders or a written verification signed by the servicemember's commanding officer to receive a waiver of charges. Section 320.07(3)(e), Florida Statutes.

### Protection for Cancellation of Motor Vehicle Insurance

The insurer must refund 100 percent of the unearned premium if the insured is a servicemember, as defined in Section 250.01, Florida Statutes, who cancels because he or she is called to active duty or transferred by the United States Armed Forces to a location where the insurance is not required. The insurer may require a servicemember to submit either a copy of the official military orders or a written verification signed by the servicemember's commanding officer to support the refund authorized under this subsection. If the insurer cancels, the insurer must refund 100 percent of the unearned premium. Cancellation is without prejudice to any claim originating prior to the effective date of the cancellation. For purposes of this section, unearned premiums must be computed on a pro rata basis. Section 627.7283(5), Florida Statutes.

### Relief for Payment of Initial Binder-Motor Vehicle Insurance

A policy of private passenger motor vehicle insurance or a binder for such a policy may be initially issued in this state only if, before the effective date of such binder or policy, the insurer or agent has collected from the insured an amount equal to 2 months' premium. (...) This subsection does not apply to an insurer that issues private passenger motor vehicle coverage primarily to active duty or former military personnel or their dependents. Section 627.7295(7), Florida Statutes.

### Protections Against Refusal of Policy Renewals for Persons in Military Service

No insurer shall fail to renew a policy for reasons based entirely on the sex, occupation, marital status, residence,

military service, or age of the insured, or on the principal place of garaging the insured vehicle in this state or based on any combination of such factors. No insurer shall fail to renew a policy for reasons based on the race, color, creed, or national origin of the insured or for any reason which is arbitrary or capricious. Section 627.728 (3)(c), Florida Statutes.

### Protection for Termination to Purchase Real Property

Any servicemember may terminate a contract to purchase property, prior to closing on such property, by providing the seller or mortgagor of the property with a written notice of termination to be effective immediately, if any of the following criteria are met:

- a. The servicemember is required, pursuant to permanent change of station orders received after entering into a contract for the property and prior to closing, to move 35 miles or more from the location of the property;
- b. The servicemember is released from active duty or state active duty after having agreed to purchase the property and prior to closing while serving on active duty or state active duty status, and the property is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
- c. Prior to closing, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters; or
- d. Prior to closing, the servicemember receives temporary duty orders, temporary change of station orders, or active duty or state active duty orders to an area 35 miles or more from the location of the property, provided such orders are for a period exceeding 90 days.

The notice to the seller or mortgagor canceling the contract must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer. Upon termination of a contract under this section, the seller or mortgagor or his or her agent shall refund any funds provided by the servicemember under the contract within 7 days. The servicemember is not liable for any other fees due to the termination of the contract as provided for in this section. The provisions of this section may not be waived or modified by the agreement

of the parties under any circumstances. Section 689.27, Florida Statutes.

### **Protection for Sale, Foreclosure, or Seizure of Property for Nonpayment**

In any proceeding commenced during the period of state active duty or active duty to enforce obligations secured by mortgage, trust deed, or other security upon real or personal property owned prior to the commencement of a period of state active duty or active duty, the court may on its own motion stay the proceedings or otherwise dispose of the case as is equitable to conserve the interests of all parties. The court shall stay the proceedings upon the application of a person or agent of the person in state active duty or active duty unless, in the opinion of the court, the ability of the defendant to comply with the terms of the obligations is not materially affected. A sale, foreclosure, or seizure of property for nonpayment of any sum due under any obligation, or for breach of the terms of such obligation, is not valid if made during the period of state active duty or active duty or within 30 days thereafter, unless upon an order previously granted by the court and a return made to and approved by the court. This section applies only to obligations secured by a mortgage, trust deed, or other security in the nature of a mortgage upon real or personal property owned by a person in state active duty or active duty at the commencement of the period of state active service and still owed by her or him, which obligation originated prior to such person's period of state active service. Section 250.5205, Florida Statutes.

### **Protection of Late Voting Registration**

An individual or accompanying family member who has been discharged or separated from the uniformed services or the United States Merchant Marine, has returned from a military deployment or activation, or has separated from employment outside the territorial limits of the United States, after the book-closing date for an election pursuant to Section 97.055, Florida Statutes, and who is otherwise qualified may register to vote in such election until 5 p.m. on the Friday before that election in the office of the supervisor of elections. Such persons must produce sufficient documentation showing evidence of qualifying for late registration pursuant to this section. Section 97.0555, Florida Statutes.



### **Protections for Absentee Voting**

If an absent uniformed services voter's or an overseas voter's request for an official vote-by-mail ballot pursuant to Section 101.62, Florida Statutes, includes an e-mail address, the supervisor of elections shall:

- a. Record the voter's e-mail address in the vote-by-mail ballot record;
- b. Confirm by e-mail that the vote-by-mail ballot request was received and include in that e-mail the estimated date the vote-by-mail ballot will be sent to the voter; and
- c. Notify the voter by e-mail when the voted vote-by-mail ballot is received by the supervisor of elections. Section 101.6952 (1), Florida Statutes.

An absent uniformed services voter or an overseas voter who makes timely application for but does not receive an official vote-by-mail ballot may use the federal write-in absentee ballot to vote in any federal, state, or local election. Section 101.6952 (2)(a), Florida Statutes.

An absent uniformed services voter or an overseas voter who submits a federal write-in absentee ballot and later receives an official vote-by-mail ballot may submit the official vote-by-mail ballot. An elector who submits a federal write-in absentee ballot and later receives and submits an official vote-by-mail ballot should make every reasonable effort to inform the appropriate supervisor of elections that the elector has submitted more than one ballot. Section 101.6952 (3)(a), Florida Statutes.

For vote-by-mail ballots received from absent uniformed services voters or overseas voters, there is a



presumption that the envelope was mailed on the date stated on the outside of the return envelope, regardless of the absence of a postmark on the mailed envelope or the existence of a postmark date that is later than the date of the election. Section 101.6952 (4), Florida Statutes.

A vote-by-mail ballot from an overseas voter in any presidential preference primary or general election which is postmarked or dated no later than the date of the election and is received by the supervisor of elections of the county in which the overseas voter is registered no later than 10 days after the date of the election shall be counted as long as the vote-by-mail ballot is otherwise proper. Section 101.6952 (5), Florida Statutes.

### Protection of Identifying Information of Servicemembers

For purposes of this paragraph, the term: “Identification and location information” means the:

- I. Home address, telephone number, and date of birth of a servicemember, and the telephone number associated with a servicemember’s personal communication device.
- II. Home address, telephone number, date of birth, and place of employment of the spouse or dependent of a servicemember, and the telephone number associated with such spouse’s or dependent’s personal communication device.
- III. Name and location of a school attended by the spouse of a servicemember or a school or day care facility attended by a dependent of a servicemember.

“Servicemember” means a current or former member of the Armed Forces of the United States, a reserve component of the Armed Forces of the United States, or the National Guard, who served after September 11, 2001. Section 119.071(5)(k)(1)(a)-(b), Florida Statutes.

Identification and location information held by an agency is exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Florida Statutes, Article I of the State Constitution if a servicemember submits to an agency that has custody of the identification and location information:

- a. A written request to exempt the identification and location information from public disclosure; and
- b. A written statement that he or she has made reasonable efforts to protect the identification and location information from being accessible through other means available to the public.

This exemption applies to identification and location information held by an agency before, on, or after the effective date of this exemption. This paragraph is subject to the Open Government Sunset Review Act in accordance with Section 119.15, Florida Statutes, and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature. Section 119.071(5)(k)(2)-(4), Florida Statutes.

### Protection of Military Housing from AD Valorem Taxation

Property owned and used by the following governmental units shall be exempt from taxation under the following conditions: All property of the United States is exempt from ad valorem taxation, except such property as is subject to tax by this state or any political subdivision thereof or any municipality under any law of the United States. Notwithstanding any other provision of law, for purposes of the exemption from ad valorem taxation provided in subparagraph 1., property of the United States includes any leasehold interest of and improvements affixed to land owned by the United States, any branch of the United States Armed Forces, or any agency or quasi-governmental agency of the United States if the leasehold interest and improvements are acquired or constructed and used pursuant to the federal Military Housing Privatization Initiative of 1996, 10 U.S.C. ss. 2871 et seq. As used in this subparagraph, the term “improvements” includes actual housing units and any facilities that are directly related to such housing units, including any housing maintenance facilities, housing rental and management offices, parks and community centers, and recreational facilities. Any leasehold interest and improvements described in this subparagraph, regardless of whether title is held by the United States, shall be construed as being owned by the United States, the applicable branch of the United States Armed Forces, or the applicable agency or quasi-governmental agency of the United States and are exempt from ad valorem taxation without the necessity of an application for exemption being filed or approved by the property appraiser. This subparagraph does not apply to a transient public lodging establishment as defined in Section 509.013, Florida Statutes, and does not affect any existing agreement to provide municipal services by a municipality or county. Section 196.199(1) (a) (1)-(2), Florida Statutes.

## Protection of Community Planning and Liaison Officers (CPLO'S) and Representatives of Military Installations Serving on Local Planning or Zoning Boards

The Legislature finds that incompatible development of land close to military installations can adversely affect the ability of such an installation to carry out its mission. The Legislature further finds that such development also threatens the public safety because of the possibility of accidents occurring within the areas surrounding a military installation. In addition, the economic vitality of a community is affected when military operations and missions must relocate because of incompatible urban encroachment. Therefore, the Legislature finds it desirable for the local governments in the state to cooperate with military installations to encourage compatible land use, help prevent incompatible encroachment, and facilitate the continued presence of major military installations in this state. Certain major military installations, due to their mission and activities, have a greater potential for experiencing compatibility and coordination issues than others. Consequently, this section and the provisions in Section 163.3177(6) (a), Florida Statutes, relating to compatibility of land development with military installations, apply to specific affected local governments in proximity to and in association with specific military installations, as follows:

- a. Avon Park Air Force Range, associated with Highlands, Okeechobee, Osceola, and Polk Counties and Avon Park, Sebring, and Frostproof.
- b. Camp Blanding, associated with Clay, Bradford, and Putnam Counties.
- c. Eglin Air Force Base and Hurlburt Field, associated with Gulf, Okaloosa, Santa Rosa, and Walton Counties and Cinco Bayou, Crestview, Destin, DeFuniak Springs, Fort Walton Beach, Freeport, Laurel Hill, Mary Esther, Niceville, Shalimar, and Valparaiso.
- d. Homestead Air Reserve Base, associated with Miami-Dade County and Homestead.
- e. Jacksonville Training Range Complex, associated with Lake, Marion, Putnam, and Volusia Counties.
- f. MacDill Air Force Base, associated with Tampa.
- g. Naval Air Station Jacksonville, Marine Corps Support Facility-Blount Island, and outlying landing field Whitehouse, associated with Jacksonville.

- h. Naval Air Station Key West, associated with Monroe County and Key West.
- i. Naval Support Activity Panama City, associated with Bay County, Panama City, and Panama City Beach.
- j. Naval Air Station Pensacola, associated with Escambia County.
- k. Naval Air Station Whiting Field and its outlying landing fields, associated with Santa Rosa and Escambia Counties.
- l. Naval Station Mayport, associated with Atlantic Beach and Jacksonville.
- m. Patrick Air Force Base and Cape Canaveral Air Force Station, associated with Brevard County and Satellite Beach.
- n. Tyndall Air Force Base, associated with Bay County and Mexico Beach and Parker.

The Florida Defense Support Task Force may recommend to the Legislature changes to the military installations and local governments specified in subsection (2) based on a military base's potential for impacts from encroachment, and incompatible land uses and development. Each affected local government must transmit to the commanding officer of the relevant associated installation or installations information relating to proposed changes to comprehensive plans, plan amendments, and proposed changes to land development regulations which, if approved, would affect the intensity, density, or use of the land adjacent to or in close proximity to the military installation. At the request of the commanding officer, affected local governments must also transmit to the commanding officer copies of applications for development orders requesting a variance or waiver from height or lighting restrictions or noise attenuation reduction requirements within areas defined in the local government's comprehensive plan as being in a zone of influence of the military installation. Each affected local government shall provide the military installation an opportunity to review and comment on the proposed changes. The commanding officer or his or her designee may provide advisory comments to the affected local government on the impact such proposed changes may have on the mission of the military installation. Such advisory comments shall be based on appropriate data and analyses provided with the comments and may include:

- a. If the installation has an airfield, whether such proposed changes will be incompatible with the

safety and noise standards contained in the Air Installation Compatible Use Zone (AICUZ) adopted by the military installation for that airfield;

- b. Whether such changes are incompatible with the Installation Environmental Noise Management Program (IENMP) of the United States Army;
- c. Whether such changes are incompatible with the findings of a Joint Land Use Study (JLUS) for the area if one has been completed; and
- d. Whether the military installation's mission will be adversely affected by the proposed actions of the county or affected local government.

The commanding officer's comments, underlying studies, and reports shall be considered by the local government in the same manner as the comments received from other reviewing agencies pursuant to Section 163.3184, Florida Statutes. The affected local government shall take into consideration any comments and accompanying data and analyses provided by the commanding officer or his or her designee pursuant to subsection (4) as they relate to the strategic mission of the base, public safety, and the economic vitality associated with the base's operations, while also respecting private property rights and not being unduly restrictive on those rights. The affected local government shall forward a copy of any comments regarding comprehensive plan amendments to the state land planning agency. To facilitate the exchange of information provided for in this section, a representative of a military installation acting on behalf of all military installations within that jurisdiction shall serve ex officio as a nonvoting member of the county's or affected local government's land planning or zoning board. The representative is not required to file a statement of financial interest pursuant to Section 112.3145, Florida Statutes, solely due to his or her service on the county's or affected local government's land planning or zoning board. The commanding officer is encouraged to provide information about any community planning assistance grants that may be available to a county or affected local government through programs such as those of the federal Office of Economic Adjustment as an incentive for communities to participate in a joint planning process that would facilitate the compatibility of community planning and the activities and mission of the military installation.

## Protections Against Predatory Lenders

The following acts are violations of this chapter and constitute grounds for denial of an application for a license to make consumer finance loans and grounds for any of the disciplinary actions specified in subsection. (...) Violating any provision of the Military Lending Act, 10 U.S.C. s. 987, or the regulations adopted under that act in 32 C.F.R. part 232, in connection with a consumer finance loan made under this chapter. Section 516.07(1)-(2)(q), Florida Statutes.

## Protection to Expedite Processing of Rental Application

If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in Section 250.01, Florida Statutes, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with. If a condominium association, as defined in Section 718, Florida Statutes; a cooperative association, as defined in Section 719, Florida Statutes; or a homeowners' association, as defined in Section 720, Florida Statutes, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in Section 250.01, Florida Statutes, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the rental unit or parcel to the servicemember if all other terms of the application and lease are complied with. The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances. Section 83.683, Florida Statutes.



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