

Protecting Wisconsin Consumers for 75 Years

Wisconsin's direct marketing rule

Wisconsin has a direct marketing law to protect consumers in telephone, e-mail, fax, mail, and door-to-door transactions. This includes sales made in motel and hotel rooms and other places away from the seller's place of business.

Before direct marketers say anything other than a short greeting, they must disclose who they are, who they are soliciting on behalf of, and what they are selling.

Before finalizing the sale, and taking a credit card number or taking any money, they must disclose the cost, quantity, conditions, refund policy and the name and address of the principal company.

A direct marketer cannot bill your credit card without your verifiable authorization and the marketers must keep records of transactions for at least two years.

This law also prohibits:

- Threatening, intimidating or harassing consumers.
- Failing to leave a consumer's premises upon request.

- Calling consumers who previously said they do not wish to receive telephone solicitations from that seller.
- Calling consumers before 8 a.m. or after 9 p.m. without their prior consent.
- Representing to consumers that they are conducting a survey or a contest, when they are trying to sell goods, or attempting to get information for sales prospects.
- Misrepresenting that they are affiliated with a government or third-party organization.
- Requesting or receiving payment for loan finder services before the consumer actually receives the promised loan. This is aimed at companies that promise loans, charge a fee, and disappear without producing the loan.

In addition, the law prohibits solicitors from requiring a purchase as a condition of entry into a prize promotion. The law requires solicitors to verify the retail value of prizes and disclose the odds of winning.

Three-day cooling-off period

The rule adds enforcement penalties to another Wisconsin law which provides a "cooling-off" period allowing you three business days to think about and cancel a direct marketing sale if you wish. This applies to credit transactions and cash sales of over \$25 that occur away from the seller's regular place of business. The three-day right to cancel does not cover real estate, auctions, items used for agricultural purposes or insurance even if sold door to door. Your three-day right to cancel starts after the seller has provided you the proper written notice of your right to cancel.

Cancelling the contract

In a direct marketing transaction, you must be notified of your three-day right to cancel. If you do choose to cancel, send your cancellation by certified mail so you will have written proof that your cancellation notice was sent on time. Your money must be returned to you within 10 days. If the seller does not pick-up the product in 20 days, you may keep it.

Unauthorized payment

Under this rule, the direct marketer must obtain your authorization (either written or oral) before asking for or accepting payment via a credit card number or submitting a check.

Unordered goods

What about things you have received in the mail that you did not order? Under another state law, unsolicited merchandise is considered a gift and may be kept without any obligation to the sender. Do not be pressured to pay companies who make a practice of mailing unordered merchandise on a "trial basis," followed by phony invoices.

For more information or to file a complaint against a seller you believe has violated the law, visit our website or contact the Bureau of Consumer Protection.

Bureau of Consumer Protection

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