

The Attorney General's Guide to Retail Rights

**Commonwealth of Massachusetts
Office of the Attorney General**



October 2015

Dear Consumer,

Massachusetts residents interact with retailers every day. Whether shopping for food for our families, or making a major purchase, we often rely on advertising or other representations that the retailer makes regarding what is in stock, advertised price and what to do if the goods do not suit our purposes or are defective and must be returned. There are many laws in Massachusetts that govern consumer rights.

This brochure is designed to help you understand a few of them, especially when it comes to your everyday purchases. If you have other questions about your consumer rights, please contact the Attorney General's consumer hotline at (617) 727-8400.

Sincerely,

Massachusetts Attorney General

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Definitions

A **consumer** is generally someone who is purchasing or leasing a product or service for personal, family, or household use. A **merchant** is generally someone who engages in retail sales or rental transactions of goods or services. “Merchant” does not mean an individual or **private party** who is making an isolated sale of real or personal property. Private parties are generally exempted from specific consumer laws, although there may be other laws that apply to them.

Item Pricing

Currently, the Massachusetts Item Pricing Law requires food and grocery stores to individually price mark most items with the actual selling price. The law also requires food and grocery merchants to sell any item at the lowest price indicated on an item, sign, or advertisement.

Certain items are exempt from this requirement, including unpackaged products, gallon and half-gallons of milk, eggs, tobacco products, greeting cards, vegetable or fruit baby food in glass jars, soft drinks, and some candy and snack food. Additionally, stores do not have to individually price mark up to 60 items located in end-aisle or freestanding displays, and stores with cash register scanners can exempt an additional 400 items of their own choosing. With over 10,000 items in any typical supermarket, these exemptions are a small fraction of the items stores carry. This pricing law is enforced by the Division of Standards.

For non-grocery stores the law requires that merchants must mark most merchandise with the actual selling price. They also must disclose to you the cost of services prior to an agreement. Merchants cannot misrepresent the price or claim that it is reduced or offered for a limited time only, when this is untrue. Certain non-food retailers who utilize in-aisle electronic price scanner systems may not be subject to this requirement, but they must continue to provide shelf or rack pricing for items, and electronic scanner systems for consumers to use to check prices.

Advertising

Businesses are responsible for the truth of their advertisements. At all times a business representation should not be false or misleading; a merchant's failure to disclose an important fact may be unfair or deceptive. Businesses therefore must disclose sale end-dates, may not base price comparisons on inflated prices, and may not advertise products they do not intend to sell as advertised. If mistakes are made in advertising, it is the businesses' obligation to make corrections, and until the corrections are made, to honor the price offered, unless a reasonable consumer would recognize the mistake.

Sellers are required to have enough supply of advertised items available to meet reasonably anticipated demand and if they offer any form of a guarantee, must be clear on the details and characteristics of that guarantee.

It is **not false advertising** if a store runs out of an advertised item **and** any one of the following is true:

- ❖ It had a reasonable quantity, but demand was extraordinary.
- ❖ The ad stated that quantities were limited and no rain checks were available.
- ❖ The seller offered a rain check.
- ❖ The seller offered a comparable substitute item.
- ❖ The seller can prove shipping delays.

A merchant should not try to attract consumers into store using one product's advertisement, but then attempt to convince consumers to buy more extensive products once in the store.

Merchants cannot:

- ❖ refuse to show or to sell the advertised products;
- ❖ discredit advertised products' terms and quality

If a store runs out of an advertised item, ask for a **rain check**, if one is offered, so you can buy the item at the advertised price at a later date. The store must notify you when the item is back in stock if it sells for \$25 or more. The rain check must be honored within 60 days. The store may have a policy of no rain checks but this fact should be disclosed.

Warranties

In addition to any **express warranties** that a merchant makes about the goods it sells, **implied warranties** also protect consumers. Massachusetts law creates two implied warranties that no business may limit.

The **implied warranty of merchantability** means that a product must work as intended for a reasonable time. For example, the microwave will heat food. Massachusetts law states that any product purchased from a merchant should function normally, for its intended purpose and for a “reasonable amount of time”.

This warranty does not apply to private party sales.

The **implied warranty of fitness** for a particular purpose means that the seller has reason to know of the particular purpose for which the consumer wants to use the goods, and that the buyer is relying on the seller’s skill or judgment to select or furnish suitable goods. Under this rule, the goods must be fit for that purpose, for example, the bike you tell the business that you want for off-road biking will be suitable for riding over rough terrain.

Only a judge can determine what is a reasonable amount of time for a given product.

To invoke this warranty the seller must have reason to know your particular purpose for buying a product; you must rely on the seller’s skill or judgment in selecting or providing a product to meet that purpose; and the seller must have reason to know that you are relying on his/her skill and judgment.

If the product is defective at purchase, or becomes defective during the period of the implied warranty, both the seller and the manufacturer are responsible for making it right.

Under Massachusetts law, a merchant cannot sell a product “as is”, “with all faults”, or with a “50/50” warranty”. A store’s regular return policy does not apply in the case of defective goods.

Refund, Return, and Cancellation Policies

Massachusetts law requires merchants to disclose their refund, return, and cancellation policies prior to the consummation of a transaction. A seller can have any type of return policy it wants... “all sales final,” “merchandise credit only,” “full cash refunds within 30 days,” and so on. A seller’s refund, return, or cancellation policy must be disclosed to the buyer clearly and conspicuously before the transaction is completed. Usually, this is done by means of a sign at the point of purchase. Printing the store’s return policy only on a cash register sales slip does not comply.

You may return goods within a reasonable period of time if no return policy was disclosed.

A seller cannot misrepresent its refund, return, or cancellation policy, or fail to honor any promises about it.

Defective Merchandise Exception:

- ❖ Merchant’s return, refund, and cancellation policy cannot apply to the return of a defective product.
- ❖ If you purchase a defective product, then merchant must provide you with options of replacement, repair, or refund. See “Implied Warranty of Merchantability” for more information.

Specially-ordered merchandise may have additional restrictions.

Restocking fees:

While there is no laws related to restocking fees, you want to check with the store prior to making your purchase if you think you may have to return an item.

Repairs and Services, Including Warranties and Service Contracts

It is an unfair or deceptive act or practice for a business to fail to provide in advance, upon the customer’s request, a written estimate of the cost of anticipated repairs, or the basis upon which the charge will be made, and the reasonably expected time to accomplish the repairs. It is also unfair or deceptive to misrepresent the need for repairs, to make or to charge for unauthorized repairs, or to state that repairs have been made if they have not, and to fail to disclose that there will be a service charge, even if no repairs are made for an in-home service call, if such is the case.

Cooling-Off Periods, Right to Cancel a Sale

There are certain limited situations in which a consumer has a right to cancel a contract and receive a refund for the return of the purchased item. The **Attorney General's Regulations** and the **Federal Trade Commission's Cooling-Off Rule** for door-to-door sales apply to sales of certain goods. **Door-to-door sales** are sales made away from the usual business place of the merchant (the main office or branch office); however, the rule **does not apply** to sales made entirely over the telephone or by mail.

At the time you agree to the door-to-door sale, you must be given:

- ❖ Notice of the right to cancel,
- ❖ Two copies of the cancellation form, and
- ❖ A copy of your contract or receipt. The contract or receipt must be in writing, and list the name and address of the seller, the date of sale, an explanation of your right to cancel, and how you may assert that right.

To cancel, you must notify the seller in writing and or by the method provided in the contract, at the address given in the contract, by regular mail posted, by telegram sent, e-mail or by delivery, no later than midnight of the third business day following the signing of the contract. A **business day** under this law includes any calendar day except Sunday or holidays. Within 10 days of receiving your cancellation notice, the seller must return your payment. You must allow the seller to pick up the goods at your address, or if the seller requests, and you agree, you may ship them back at the seller's expense and risk. If the seller does not pick up the goods within 20 days of the date of the notice of cancellation, they are yours to do with as you wish.

The **FTC's three-day cooling-off period** applies to sales of goods priced at \$25 or more at your home and sales over \$130, made at a temporary location. It **does not apply** to sales of real estate, insurance, securities, or emergency home repairs. The **Cooling-Off period** applies to sales made at your home or when you buy an item at a location that is not the seller's permanent place of business, and if you so choose, you have the option to cancel the sale and get a full refund until

midnight on the third business day after the sale. Such sellers must include a **Notice of Cancellation Rights** in your receipt or contract at the time of sale, along with **cancellation forms** to be returned to the seller.

There are also Massachusetts statutes providing a three-day right to rescind for second mortgages, timeshares, health club contracts, and home improvement contracts.

The 3-day cancellation right does not apply to telemarketing solicitation sales agreements.

Gift Certificates and Merchandise Credit Slips

Under Massachusetts law, a **gift certificate** must be redeemable for a minimum of seven years from the date of issuance. A **merchandise credit slip** (given for returned merchandise) must also be good for seven years from its date of issuance.

If there is no issue date on the card, it is good forever with the exception of cards issued by national banks.

Fees: Gift certificates are not subject to fees.

Exception: If the gift card was issued by a national bank or by any company that does not redeem the card itself (credit card gift cards), a fee may be associated. Massachusetts State Law prohibits Dormancy Fees, or fees that is charged when a gift card is not being used.

Pre-paid Coupons/Gift Card

Examples of these include Groupon, Living Social and Boston Deals. A “deal of the day” (or within a time period) featured often on websites encouraging groups or members to purchase a coupon/gift card in advance to use for a purchase of an item or service at a discounted price before the set expiration date. (e.g. a consumer pays \$50 for dinner that is valued at \$100 using a “coupon”.)

Merchants offering the deals may have a specific number of coupons that need to be sold in order for promotion to be in effect. If this requirement is not met, deals may be canceled. Each coupon offered may have different requirements and expiration dates. Consumers should read promotional information carefully prior to purchasing a deal.

If the coupon is not honored, you should contact the vendor's Customer Service who is offering the deal in order to receive a refund in the amount paid for the coupon.

Expiration:

- ❖ After expiration, "coupon" will lose its promotional value, but its purchase price must be honored by merchant for seven years, according to Massachusetts state law.

Unsolicited Merchandise

In Massachusetts, you are entitled to keep, without further obligation, merchandise delivered to you which you did not order. This rule applies whether the merchandise was mailed to you, or delivered by some other method.

Mail Order Rule

The **Federal Trade Commission Mail Order Rule**, applicable to items ordered by phone, fax, mail, television, or computer, states that a company must ship your order within the time limits it advertises. If no limit is advertised, the company must ship within 30 days after it receives your order, unless the company contacts you and you agree to a delay.

If you apply for credit to pay for the purchase (opening or extending a line of credit with the company), the time limit for shipping is extended to 50 days. This limit is not applicable to C.O.D. (cash-on-delivery) orders or orders for which your account is not charged until the order is shipped, or for orders for seeds and plants, photo-finishing, or magazine subscriptions (other than the first issue). Note that there is no rule that provides you cannot be charged for goods as soon as you order them, even if they will not be shipped right away.

Lay Away Plans

It is an unfair or deceptive act or practice for a store to fail to disclose or to misrepresent its lay away plan to those consumers seeking a lay away, or for a store to represent that a particular product chosen by the buyer or an exact duplicate is being “laid away” if that is not true, or to fail to disclose any time limits on the setting aside of merchandise.

It is also unfair or deceptive to increase the price of lay away goods, either by increasing payments or substituting lesser quality goods, or to fail to deliver the goods laid away or an exact substitute, when payments have been made, unless the buyer has previously agreed to changes in writing.

The store is also required to give the buyer a receipt for payments made as they are made, and, if requested, to give a list of the balance of payments made to that date.

Finally, it is unfair or deceptive to fail to disclose or to misrepresent in any way the policy concerning cancellations and repayments or non-repayment of payments already made, and if payments are not refunded, to fail to disclose that fact in writing.

Consumer Privacy When Purchasing by Credit Card or Check

Massachusetts has specific limitations on what information can be required when you use a credit card or check to buy something. When you make a purchase with a credit card, the merchant may not write or require you to write your address or telephone number on the slip, although the business may ask you this information if needed to ship or deliver your purchase to you.

If a business accepts a personal check as payment, it may not require you to provide a credit card number, or any personal information other than a name, address, driver’s license or state I.D. number, and daytime telephone number. A business may verify the name, signature, and expiration date on a credit card; it may not use this information to check whether the check writer has a line of credit to cover the check, unless this is agreed upon in the business’s contract with the card issuer.

However, a business, like a video rental store, may request and record a credit card number and expiration date as a deposit to secure payment in the event of default, loss, or damage.

Shopping Tips

Remember to read all advertisements carefully.

If you have questions about the ad, ask the seller. This applies to sales in person, or by mail or other means.

Comparison shop before you make any major purchase.

Since a seller is not required by law to give you a later sale price if the item you buy goes on sale after you buy it, feel free to ask if an item is going on sale soon, or if you do not need it right away, ask if there is a special season to buy items on sale. For Example:

- ❖ Sales of linens tend to be in January; new motor vehicles often go on sale in the late summer or early fall, when the “model year” changes.
- ❖ Seasonal items often go on sale mid-way through the season — after July 4th, summer clothing items are often marked down substantially

Fill out order forms clearly. If you do not want the merchant to substitute another item for one that is out of stock, let the seller know.

Do not give your credit card number or checking account number to a seller unless you are certain you know who the seller is, what the seller's return, cancellation and refund policies are, and where you can contact the seller if you have problems or complaints.

When you use a credit card, you have additional rights to contest payment for defective or misrepresented goods, if the dispute involves a purchase over \$50, made within your state or within 100 miles of your home.

Remember, paying for something with a debit card subtracts money from your account immediately. It is more difficult to dispute such transactions than it is to dispute credit card transactions.

Before ordering anything from on line from a catalogue, print advertisement, telephone or tv solicitation be sure you know the business you are buying from, the complete details of the product you are ordering, and understand all the terms of the transaction.

Resources

General information and complaints:

Office of the Attorney General

<http://www.mass.gov/ago>
(617) 727-8400 Consumer Hotline
(617) 727-2200
One Ashburton Place
Boston, MA 02108

Office of Consumer Affairs and Business Regulations

www.mass.gov/ocabr
10 Park Plaza, Suite 5170
Boston, MA 02116
(617) 973-8787
(888) 283-3757

Frequently Asked Questions

When I buy a product at a store, are there restrictions on what information the retailer can ask from me, such as my address or credit card number?

There are restrictions depending on the method of payment. When you purchase merchandise or services with a credit card, the seller cannot write or have you write on the credit card slip personal identification information such as your telephone number, address, or other information not required by your credit card issuer.

When you pay by check, the seller can only record your name, address, driver's or Mass. ID number, and your choice of home or daytime telephone number. The seller may ask you to show a credit card, but the seller cannot record the number. Another important exception is that these rules do not apply when cashing a check at a supermarket courtesy window or a bank.

I ordered a product through the mail two months ago and I still have not received it. Are there any regulations governing the time a company has to ship the product?

Yes, there are. When you order a product through the mail or over the telephone, the company must deliver the item by the time promised in the advertisement. If the ad does not mention a time period, the company must ship the item within 30 days. If the seller cannot ship in the promised time, it must notify you and offer you the opportunity to cancel and get a prompt refund or get your consent to a delay in shipping.

Does a store that is about to put an item on sale have to notify consumers of the upcoming change in price? What if the product was purchased just before it went on sale, do they have to refund the difference?

Especially during the holiday shopping season, it is important to be aware of your rights as a consumer. Generally stores are free to react to market forces and set and change their prices as they wish. There is no legal requirement for a store to refund the difference in price if a product goes on sale soon after a consumer has purchased it for a greater price.

Some stores may do this out of good will, or publicize it as a company policy, but it is not mandatory. Remember that a store must clearly disclose any return or cancellation policy at the point of purchase. Make sure to note a store's return policy before you make a purchase so you will know if you can return the item if you, later decide against the purchase.

Is it legal for a company to send me a check for a refund when I paid in cash?

Yes, stores can issue checks to consumers when they return items they purchased with cash. A store can only send you a refund check when you pay in cash, though, if the store clearly and conspicuously discloses that arrangement to consumers in its return policy. Stores often have these types of policies as a matter of security.

I made a very large purchase recently, but I was not informed about specific problems during the prior history of the item. Is there anything I can do about it?

The answer depends on whether you purchased the item from a merchant or a private party, and whether the item was a vehicle. When you buy a product from a merchant in Massachusetts, new or used, you are entitled to all the key facts about the purchase before you buy. Massachusetts law requires a merchant to disclose any fact that may influence the buyer not to enter into the transaction at all. Similarly, sellers must disclose all material facts in advertising concerning the product or service that, if not disclosed, might directly or by implication mislead the consumer. Private party sellers, on the other hand, except in automobile sales, do not have to disclose material facts unless asked.

I recently purchased an item in New Hampshire and then took it in for an exchange at the store's location in Massachusetts. The store charged me sales tax. Can they do that?

When you purchased the product in New Hampshire and took it with you from the store, you did not pay sales tax. This was a New Hampshire sale and no sales tax is required. On the other hand, if you had the item shipped to your Massachusetts address, the NH store would have collected a sales or use tax and remitted it to Massachusetts because the company has stores in Massachusetts.

When you returned the item to the store in Massachusetts and exchanged it, a second sale took place so a sales tax was due. For more information on sales tax you can contact the Department of Revenue at (800) 392-6089.

I returned an item I bought to a store and they gave me a store credit slip. When I went to redeem the store credit a year later, they said it had expired and I could not use it. How much time are merchandise credits good for?

Merchandise credits, just like gift certificates issued in Massachusetts, are redeemable for 7 years from the date of issuance. Aside from that, stores can have any return policy they want (for example, they might only give merchandise credits for all returns, as long as they clearly disclose policy to the consumer).

I recently purchased a product from a retail store and saw it go on sale a week later. I brought the advertisement and product in with me but they would not refund the difference in price. Isn't there a grace period for a situation like this?

There is no requirement for a store to refund the difference in price if a product goes on sale soon after a consumer has purchased it for a greater price. Some stores may do this out of good will, or tout it as a company policy, but it is not mandatory. Remember that any return or cancellation policy must be disclosed clearly at the point of purchase. Make sure to note a store's return policy prior to a purchase so you will know if it is possible to make a return if you decide against the purchase at a later date.

A store tried to charge me a fee on top of the regular price for using a credit card. Can they do this?

No, they cannot. No seller in any transaction may add a fee to a cardholder who chooses to use a credit card instead of cash, check or other means. On the other hand, a seller may offer a discount to induce a customer to pay by these other means if the discount is offered to all prospective buyers and its availability is clearly and conspicuously disclosed.

I have a gift certificate from a store in Massachusetts and have used up almost all of the money. Am I entitled to the remainder of the money back?

The answer depends on how much of the total amount you have already redeemed. A consumer has the option to receive the value of the gift certificate in cash if it's \$5 or less.

I responded to an ad for a sale, and not only was there none left when I arrived, the store would not even offer me a rain check. Isn't that false advertising?

Not necessarily. It is not false advertising if the store began its sale with a reasonable quantity of the advertised item, but then ran out because the demand was extraordinary, or if the store offered a comparable substitute item, or if there were shipping delays. It would also not be considered false advertising if the store did offer a rain check, although they would not necessarily be required to do so. If a store does offer a rain check, it must notify you when the item is back in stock (if the item sells for \$25 or more), and the store must honor the rain check within 60 days.

Why do some stores let you return merchandise for a refund within 30 days, but others say "All Sales Final?" What is the law on return policies?

In Massachusetts, a store can have any return policy it wants as long as the store clearly and conspicuously discloses its policy to the buyer before to the transaction. Usually this is done by posting a sign at the point of purchase. Printing the policy only on the sales receipt does not comply, since this is after the point of purchase. If a return policy is not posted, the law would infer a "reasonable" return policy - "reasonable" depending on the circumstances.

I had an appointment at a beauty salon, but I needed to cancel the service. I called the day of the appointment, but they told me it was too late to cancel and that I would be fully charged for the unused service. Can they do that?

Unfortunately, the salon is allowed to charge you for an unused service if you did not cancel by a certain time, as long as their cancellation policy was disclosed to you in advance. Massachusetts law requires that merchants disclose their refund, return, and cancellation policies prior to the consummation of a transaction. A merchant may have any policy it chooses, but that policy must be clearly and conspicuously disclosed before the transaction is completed. Generally, merchants meet this requirement by posting a sign at or near the sales point. The requirement is not fulfilled by having the policy on the sales receipt, because the consumer does not receive the receipt until the transaction has been completed. A merchant may not misrepresent the policy or refuse to honor it.

I have received bills in the past that specifically stated on them that under Massachusetts law, a business could not charge a fee for paying a bill over the phone, but a business I was just dealing with has told me that there would be charge if I did so with them. How can that be right?

Unfortunately, there are a number of businesses that have made this mistake which has resulted in some confusion for some consumers. There is no such law in Massachusetts forbidding a business from charging a fee for paying a bill by phone. Of course, the business should inform you of the fee up front, and provide you with at least one other payment alternative. A similar law, however, does state that a merchant cannot charge you a fee for paying by credit card, although they may offer a discount for paying by other means, as long as these alternatives are available to all consumers.

I was trying to purchase some food from a deli but I became extremely suspicious when I could not see how much the items I wanted weighed and therefore what the end cost was. How can that be fair?

What I can tell you is that the deli must place any scale it uses to determine a price so that the consumer can see the weight, price, and any other information displayed. Consumers also only have to pay the price per unit of the food ordered, and not the packaging. Although most scales are usually adjusted to deduct the weight of the containers, if something doesn't seem right, ask the manager. Also keep in mind that all weighing and measuring devices, such as gasoline pumps and scales, are tested regularly. Seals are usually placed on the equipment to show that everything was correct, so look for that seal, and if you don't see one, ask the manager.

What is the limit a store can charge for a "restocking fee?"

"Restocking fees" fall under a store's general return policy. A store may have whatever policy it wishes as long as it clearly and conspicuously posts its policy in the store so that the consumer may see it before making the purchase. You can usually find the return policy near the cash register, but remember this does not include the receipt, since this would be received after the purchase. If you have concerns about a restocking fee, ask the store manager, because some stores have discontinued the use of restocking fees because of complaints made by consumers.

Can a store charge ridiculously high prices for a particular item and limit the quantity a consumer can purchase?

Yes. Market forces, not the state, dictate the price of most retail items. Unfortunately, as the demand for a product increases, the price of the product increases as well. In addition, a store may set limits on quantity as long as these limits are fully disclosed and equally applied to all consumers.

I recently got into an argument with the manager of a store I was shopping at, and now he tells me I cannot go into the store. Is that correct?

A merchant may choose the people with whom he wants to do business with (as long as he does not make that choice in a discriminatory manner). If a merchant feels that you may cause a disturbance in the store, or simply may cause more problems than your business may be worth to him, he may ask you not to frequent his store. So, it is always important to try to remain calm and treat the people you are dealing with as much respect as possible and not to lose your patience. This is important in all situations, since people in general are more willing to come to an agreeable compromise if they are not fighting. If you feel that you are being excluded for a discriminatory reason, please contact our Civil Rights Division at (617) 727-2200.

I just received some tickets to a Bruins game I had ordered from a ticket agent, but the face value of the tickets are much lower than the price I paid. Is that right?

Well, that probably depends on how much of a difference there is. You may want to review the Massachusetts law, that states a reseller of tickets may not charge more than two dollars over the face value of the ticket, plus any service charges the business incurs. These service charges may include costs like postage, messengers, long distance telephone calls, and extensions of credit. The reseller may also impose a separate fee for non-cash purchases. File a complaint against an agency which you may feel is violating these standards.

I recently received a package from a company which contained items that I had not ordered and now I am being billed. Is this right?

You may want to review the Massachusetts law, that states if you receive goods that you did not actually order or request orally or in writing, you can consider them as unconditional gifts. You should check first, though, to see if you've done business with the company before. They may have included a clause in previous agreements with you to request your permission to send you offers in the future. So try to find any paperwork you may still have before treating the items as gifts.

Although you are not required by law to do so, if you intend to treat the item as a gift you may wish to notify the sender of this, setting forth the facts and explaining your rights under the law, in order to avoid possible problems.

I was thinking of purchasing items through an online auction site. The price seems to be right, but is there anything I can do to protect myself?

There are some things you can do to protect yourself while shopping online. You may want to consider the fact that on auction sites you usually will be paying a private person, so there is some risk involved when you send the money before getting the item. First, you may want to check the auction site's customer protection policies so you know your rights if you are not satisfied with your purchase. Some sites provide insurance protection which offers refunds for some purchases if you can show that you paid money and did not receive your item. Second, most sites now offer an escrow service that allows you to place your purchase money in escrow until you receive the item that you bid on from the seller. There may be a fee for this service but it may be a good investment, especially for a substantial purchase. Any retail web site should have clear policies on security, privacy, refunds, and returns.

Do I have to pay the scanner price of a product in the grocery store if it was marked for less on the shelf?

If the item is marked with the wrong price that is the price you pay (although there are exceptions for gross errors). Keep in mind that electronic scanning is not foolproof, so you should always watch the display screen for prices. If you think you're being overcharged, speak up. If you notice a pattern of electronic scanning errors in a particular store, talk to the customer service department or the store manager. You also may want to write a letter to the company's headquarters. The retailer may not realize a problem exists until it's pointed out.

I bought cereal at my local supermarket. When I opened it, there were bugs in it. Who can I contact about this?

You may want to contact the Division of Food and Drugs within the Massachusetts Department of Public Health. This division protects consumers from unsafe, fraudulent, or deceptive practices in the food, drug, medical device, cosmetic, pesticide, and other consumer product industries. You may contact them at 617-983-6700.

How long does a company have to deliver a product that I ordered over the phone?

A company must ship your order within the time period promised in its advertisements. If the company does not promise a specific time, then under the federal mail order rule, a company must ship your product within 30 days of receiving your order. If the seller is unable to ship in time, they must notify you, and offer you the opportunity to cancel and get a prompt refund, or to consent to a delay in shipping. Generally, this rule applies to any orders you place over the telephone, with a computer, or by fax machine. However, there is an exception to this 30 day rule. If you are opening up a line of credit with the company to pay for your purchase, then the company has 50 days to ship your order.

For how long should a rain check be valid?

Rain checks issued in the state should be good for at least 60 days. In addition, stores issuing rain checks for a product advertised for \$25 or more make reasonable efforts to notify consumers when the item becomes available.



Office of the Attorney General

One Ashburton Place

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(617) 727-2200

www.mass.gov/ago