

CONSUMER ADVISORY

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By Attorney General Tom Miller

Door-to-Door Sales: Your Right to Cancel

When homeowners head to the back yard during Iowa's warmest months, sellers head to the front porch. The products they sell vary: magazines, home security systems, home improvement or home repair projects, household products, or even food products like meat or fruits. But their sales tactics are often quite similar—they're high-pressure.

If you purchase something from a salesperson at your door, you should know that Iowa's [Door-to-Door Sales Act](#) gives you the right to cancel within three business days and get a refund, but only in certain circumstances. The law applies to all door-to-door sales of merchandise or services, including products, food and services. The law also applies to sales at a place other than the seller's office or local address, including a [seminar](#) and a fair booth. The law does not apply, however, to purchases made by phone, mail or through the Internet, purchases at a seller's normal place of business, or to purchases under \$25.

Iowa law requires sellers to tell you of your right to cancel at the time of the sale and give you two copies of a written notice of your right to cancel. The contract is voidable if the seller fails to do this. You should not buy from a seller who fails to inform you of your right to cancel verbally and in writing. In such instances, you should notify local law enforcement and the Attorney General's Consumer Protection Division. If you cancel your purchase and request a refund, the seller must refund your money within ten business days and cancel any further financial obligations.

Warning Signs

Be wary of sellers who appear with high-pressure, limited time "special offers." Without the advantage of comparison shopping, you may actually end up paying higher prices for substandard and perhaps unneeded merchandise or services. Beware of high school or college students pressuring you to buy a magazine subscription to help them pay for school. Student sellers can be scammed by the subscription companies, too.

Protect Yourself

- Ask a seller for identification as soon as the sales person arrives. Many cities require solicitors to register with the city in which they're selling, and require sellers to carry registration documentation with them.
- If you're feeling pressured to buy something you hadn't planned to buy, just say NO to the seller.
- Get all promises and terms in writing, read the fine print, and make sure the fine print matches the sales pitch! The seller must provide you a written notice in duplicate of your right to cancel.
- If you are buying a product or service, get estimates from several sellers and check references.
- To cancel a sale, sign and date one copy of the cancellation form and mail it to the address given for cancellation. Make sure that the envelope is postmarked by midnight of the third business day following the purchase, or hand-deliver the notice. (Weekends and holidays do not count as business days.) A certified letter is proof of when you mailed your request, and a signed receipt is proof if you hand-delivered your notice.
- If you used a credit card for your purchase, you can contact your credit card company and challenge the charge within 60 days after the date the first bill was mailed to you. Keep in mind that a debit card offers you fewer protections than a credit card.
- Contact local law enforcement officials and the Attorney General's Consumer Protection Division if you are victimized by a door-to-door scam or you do not receive a refund you requested.

To file a complaint or get more information, contact the Iowa Attorney General's Consumer Protection Division, Hoover Bldg., Des Moines, IA 50319. Call 515-281-5926, or outside Des Moines call, toll-free, 1-888-777-4590. Our website is: www.iowaAttorneyGeneral.gov.