

## Consumer Financial Protection Bureau

## § 1006.1

with a remittance transfer provider's obligation to provide required disclosures in a clear and conspicuous manner.

ii. Use of the model forms is optional. A remittance transfer provider may change the forms by rearranging the format or by making modifications to the language of the forms, in each case without modifying the substance of the disclosures. Any rearrangement or modification of the format of the model forms must be consistent with the form, grouping, proximity, and other requirements of §1005.31(a) and (c). Providers making revisions that do not comply with this section will lose the benefit of the safe harbor for appropriate use of Model Forms A-30 to A-41.

iii. Permissible changes to the language and format of the model forms include, for example:

A. Substituting the information contained in the model forms that is intended to demonstrate how to complete the information in the model forms—such as names, addresses, and Web sites; dates; numbers; and State-specific contact information—with information applicable to the remittance transfer. In addition, if the applicable non-covered third-party fees are imposed by an institution other than a bank, a provider could modify the disclaimer accordingly.

B. Eliminating disclosures that are not applicable to the transfer, as described under §1005.31(b). For example, if only covered third-party fees are imposed, a provider would not use a disclaimer related to additional fees that may apply because all applicable fees are covered and included in the disclosure as required under §1005.31(b)(1)(vi).

C. Correcting or updating telephone numbers, mailing addresses, or Web site addresses that may change over time.

D. Providing the disclosures on a paper size that is different from a register receipt and 8.5 inch by 11 inch formats.

E. Adding a term substantially similar to “estimated” in close proximity to the specified terms in §1005.31(b)(1) and (2), as required under §1005.31(d).

F. Providing the disclosures in a foreign language, or multiple foreign languages, subject to the requirements of §1005.31(g).

G. Substituting cancellation language to reflect the right to a cancellation made pursuant to the requirements of §1005.36(c).

iv. Changes to the model forms that are not permissible include, for example, adding information that is not segregated from the

required disclosures, other than as permitted by §1005.31(c)(4).

[76 FR 81023, Dec. 27, 2011, as amended at 78 FR 18224, Mar. 26, 2013; 77 FR 6297, Feb. 7, 2012; 77 FR 50285; 77 FR 50285, Aug. 20, 2012; 78 FR 30714, May 22, 2013; 78 FR 49366, Aug. 14, 2013; 79 FR 55993, Sept. 18, 2014; 81 FR 70320, Oct. 12, 2016; 81 FR 84345, Nov. 22, 2016; 83 FR 6420, Feb. 13, 2018; 85 FR 34905, June 5, 2020]

## PART 1006—DEBT COLLECTION PRACTICES (REGULATION F)

### Subpart A—General

Sec.

1006.1 Authority, purpose, and coverage.

1006.2 Definitions.

### Subpart B—Rules for FDCPA Debt Collectors

1006.6 Communications in connection with debt collection.

1006.10 Acquisition of location information.

1006.14 Harassing, oppressive, or abusive conduct.

1006.18 False, deceptive, or misleading representations or means.

1006.22 Unfair or unconscionable means.

1006.26 Collection of time-barred debts.

1006.30 Other prohibited practices.

1006.34 Notice for validation of debts.

1006.38 Disputes and requests for original-creditor information.

1006.42 Sending required disclosures.

### Subpart C [Reserved]

### Subpart D—Miscellaneous

1006.100 Record retention.

1006.104 Relation to State laws.

1006.108 Exemption for State regulation.

APPENDIX A TO PART 1006—PROCEDURES FOR STATE APPLICATION FOR EXEMPTION FROM THE PROVISIONS OF THE ACT

APPENDIX B TO PART 1006—MODEL FORMS

APPENDIX C TO PART 1006—ISSUANCE OF ADVISORY OPINIONS

SUPPLEMENT I TO PART 1006—OFFICIAL INTERPRETATIONS

AUTHORITY: 12 U.S.C. 5512, 5514(b), 5532; 15 U.S.C. 1692l(d), 1692o, 7004.

SOURCE: 85 FR 76887, Nov. 30, 2020, unless otherwise noted.

### Subpart A—General

#### § 1006.1 Authority, purpose, and coverage.

(a) *Authority.* This part, known as Regulation F, is issued by the Bureau

## § 1006.2

## 12 CFR Ch. X (1–1–24 Edition)

of Consumer Financial Protection pursuant to sections 814(d) and 817 of the Fair Debt Collection Practices Act (FDCPA or Act), 15 U.S.C. 1692l(d), 1692o; title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), 12 U.S.C. 5481 *et seq.*; and paragraph (b)(1) of section 104 of the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. 7004.

(b) *Purpose.* This part carries out the purposes of the FDCPA, which include eliminating abusive debt collection practices by debt collectors, ensuring that debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and promoting consistent State action to protect consumers against debt collection abuses. This part also prescribes requirements to ensure that certain features of debt collection are disclosed fully, accurately, and effectively to consumers in a manner that permits consumers to understand the costs, benefits, and risks associated with debt collection, in light of the facts and circumstances. Finally, this part imposes record retention requirements to enable the Bureau to administer and carry out the purposes of the FDCPA, the Dodd-Frank Act, and this part, as well as to prevent evasions thereof. The record retention requirements also will facilitate supervision of debt collectors and the assessment and detection of risks to consumers.

(c) *Coverage.* (1) Except as provided in § 1006.108 and appendix A of this part regarding applications for State exemptions from the FDCPA, this part applies to debt collectors, as defined in § 1006.2(i), other than a person excluded from coverage by section 1029(a) of the Consumer Financial Protection Act of 2010, title X of the Dodd-Frank Act (12 U.S.C. 5519(a)).

(2) Section 1006.34(c)(2)(iii) and (c)(3)(iv) applies to debt collectors only when they are collecting debt related to a consumer financial product or service as defined in § 1006.2(f).

[85 FR 76887, Nov. 30, 2020, as amended at 86 FR 5853, Jan. 19, 2021]

### § 1006.2 Definitions.

For purposes of this part, the following definitions apply:

(a) *Act* or *FDCPA* means the Fair Debt Collection Practices Act (15 U.S.C. 1692 *et seq.*).

(b) *Attempt to communicate* means any act to initiate a communication or other contact about a debt with any person through any medium, including by soliciting a response from such person. An attempt to communicate includes leaving a limited-content message, as defined in paragraph (j) of this section.

(c) *Bureau* means the Bureau of Consumer Financial Protection.

(d) *Communicate* or *communication* means the conveying of information regarding a debt directly or indirectly to any person through any medium.

(e) *Consumer* means any natural person, whether living or deceased, obligated or allegedly obligated to pay any debt. For purposes of § 1006.6, the term *consumer* includes the persons described in § 1006.6(a).

(f) *Consumer financial product or service* has the same meaning given to it in section 1002(5) of the Dodd-Frank Act (12 U.S.C. 5481(5)).

(g) *Creditor* means any person who offers or extends credit creating a debt or to whom a debt is owed. The term creditor does not, however, include any person to the extent that such person receives an assignment or transfer of a debt in default solely to facilitate collection of the debt for another.

(h) *Debt* means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services that are the subject of the transaction are primarily for personal, family, or household purposes, whether or not the obligation has been reduced to judgment.

(i)(1) *Debt collector* means any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another. Notwithstanding paragraph (i)(2)(vi) of this section, the term debt collector includes any creditor that, in the process of collecting its own debts, uses any name other than its own that would indicate that a third person is collecting

## Consumer Financial Protection Bureau

## § 1006.6

or attempting to collect such debts. For purposes of § 1006.22(e), the term also includes any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the enforcement of security interests.

(2) The term debt collector excludes:

(i) Any officer or employee of a creditor while the officer or employee is collecting debts for the creditor in the creditor's name;

(ii) Any person while acting as a debt collector for another person if:

(A) The person acting as a debt collector does so only for persons with whom the person acting as a debt collector is related by common ownership or affiliated by corporate control; and

(B) The principal business of the person acting as a debt collector is not the collection of debts;

(iii) Any officer or employee of the United States or any State to the extent that collecting or attempting to collect any debt is in the performance of the officer's or employee's official duties;

(iv) Any person while serving or attempting to serve legal process on any other person in connection with the judicial enforcement of any debt;

(v) Any nonprofit organization that, at the request of consumers, performs bona fide consumer credit counseling and assists consumers in liquidating their debts by receiving payment from such consumers and distributing such amounts to creditors;

(vi) Any person collecting or attempting to collect any debt owed or due, or asserted to be owed or due to another, to the extent such debt collection activity:

(A) Is incidental to a bona fide fiduciary obligation or a bona fide escrow arrangement;

(B) Concerns a debt that such person originated;

(C) Concerns a debt that was not in default at the time such person obtained it; or

(D) Concerns a debt that such person obtained as a secured party in a commercial credit transaction involving the creditor; and

(vii) A private entity, to the extent such private entity is operating a bad

check enforcement program that complies with section 818 of the Act.

(j) *Limited-content message* means a voicemail message for a consumer that includes all of the content described in paragraph (j)(1) of this section, that may include any of the content described in paragraph (j)(2) of this section, and that includes no other content.

(1) *Required content.* A limited-content message is a voicemail message for a consumer that includes:

(i) A business name for the debt collector that does not indicate that the debt collector is in the debt collection business;

(ii) A request that the consumer reply to the message;

(iii) The name or names of one or more natural persons whom the consumer can contact to reply to the debt collector; and

(iv) A telephone number or numbers that the consumer can use to reply to the debt collector.

(2) *Optional content.* In addition to the content described in paragraph (j)(1) of this section, a limited-content message may include one or more of the following:

(i) A salutation;

(ii) The date and time of the message;

(iii) Suggested dates and times for the consumer to reply to the message; and

(iv) A statement that if the consumer replies, the consumer may speak to any of the company's representatives or associates.

(k) *Person* includes natural persons, corporations, companies, associations, firms, partnerships, societies, and joint stock companies.

(l) *State* means any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any political subdivision of any of the foregoing.

[85 FR 76887, Nov. 30, 2020, as amended at 86 FR 5853, Jan. 19, 2021]

### Subpart B—Rules for FDCPA Debt Collectors

#### § 1006.6 Communications in connection with debt collection.

(a) *Definition.* For purposes of this section, the term *consumer* includes:

- (1) The consumer's spouse;
- (2) The consumer's parent, if the consumer is a minor;
- (3) The consumer's legal guardian;
- (4) The executor or administrator of the consumer's estate, if the consumer is deceased; and
- (5) A confirmed successor in interest, as defined in Regulation X, 12 CFR 1024.31, or Regulation Z, 12 CFR 1026.2(a)(27)(ii).

(b) *Communications with a consumer—*

(1) *Prohibitions regarding unusual or inconvenient times or places.* Except as provided in paragraph (b)(4) of this section, a debt collector must not communicate or attempt to communicate with a consumer in connection with the collection of any debt:

(i) At any unusual time, or at a time that the debt collector knows or should know is inconvenient to the consumer. In the absence of the debt collector's knowledge of circumstances to the contrary, a time before 8:00 a.m. and after 9:00 p.m. local time at the consumer's location is inconvenient; or

(ii) At any unusual place, or at a place that the debt collector knows or should know is inconvenient to the consumer.

(2) *Prohibitions regarding consumer represented by an attorney.* Except as provided in paragraph (b)(4) of this section, a debt collector must not communicate or attempt to communicate with a consumer in connection with the collection of any debt if the debt collector knows the consumer is represented by an attorney with respect to such debt and knows, or can readily ascertain, the attorney's name and address, unless the attorney:

(i) Fails to respond within a reasonable period of time to a communication from the debt collector; or

(ii) Consents to the debt collector's direct communication with the consumer.

(3) *Prohibitions regarding consumer's place of employment.* Except as provided in paragraph (b)(4) of this section, a debt collector must not communicate or attempt to communicate with a consumer in connection with the collection of any debt at the consumer's place of employment, if the debt collector knows or has reason to know that the consumer's employer prohibits

the consumer from receiving such communication.

(4) *Exceptions.* The prohibitions in paragraphs (b)(1) through (3) of this section do not apply when a debt collector communicates or attempts to communicate with a consumer in connection with the collection of any debt with:

(i) The prior consent of the consumer, given directly to the debt collector during a communication that does not violate paragraphs (b)(1) through (3) of this section; or

(ii) The express permission of a court of competent jurisdiction.

(c) *Communications with a consumer—after refusal to pay or cease communication notice—*

(1) *Prohibition.* Except as provided in paragraph (c)(2) of this section, if a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wants the debt collector to cease further communication with the consumer, the debt collector must not communicate or attempt to communicate further with the consumer with respect to such debt.

(2) *Exceptions.* The prohibition in paragraph (c)(1) of this section does not apply when a debt collector communicates or attempts to communicate further with a consumer with respect to such debt:

(i) To advise the consumer that the debt collector's further efforts are being terminated;

(ii) To notify the consumer that the debt collector or creditor may invoke specified remedies that the debt collector or creditor ordinarily invokes; or

(iii) Where applicable, to notify the consumer that the debt collector or creditor intends to invoke a specified remedy.

(d) *Communications with third parties—*

(1) *Prohibitions.* Except as provided in paragraph (d)(2) of this section, a debt collector must not communicate, in connection with the collection of any debt, with any person other than:

- (i) The consumer;
- (ii) The consumer's attorney;
- (iii) A consumer reporting agency, if otherwise permitted by law;
- (iv) The creditor;
- (v) The creditor's attorney; or

(vi) The debt collector's attorney.

(2) *Exceptions.* The prohibition in paragraph (d)(1) of this section does not apply when a debt collector communicates, in connection with the collection of any debt, with a person:

(i) For the purpose of acquiring location information, as provided in § 1006.10;

(ii) With the prior consent of the consumer given directly to the debt collector;

(iii) With the express permission of a court of competent jurisdiction; or

(iv) As reasonably necessary to effectuate a postjudgment judicial remedy.

(3) *Reasonable procedures for email and text message communications.* A debt collector maintains procedures that are reasonably adapted, for purposes of FDCPA section 813(c), to avoid a bona fide error in sending an email or text message communication that would result in a violation of paragraph (d)(1) of this section if those procedures include steps to reasonably confirm and document that:

(i) The debt collector communicated with the consumer by sending an email to an email address described in paragraph (d)(4) of this section or a text message to a telephone number described in paragraph (d)(5) of this section; and

(ii) The debt collector did not communicate with the consumer by sending an email to an email address or a text message to a telephone number that the debt collector knows has led to a disclosure prohibited by paragraph (d)(1) of this section.

(4) *Procedures for email addresses.* For purposes of paragraph (d)(3)(i) of this section, a debt collector may send an email to an email address if:

(i) *Procedures based on communication between the consumer and the debt collector.* (A) The consumer used the email address to communicate with the debt collector about the debt and the consumer has not since opted out of communications to that email address; or

(B) The debt collector has received directly from the consumer prior consent to use the email address to communicate with the consumer about the debt and the consumer has not withdrawn that consent; or

(ii) *Procedures based on communication by the creditor.* (A) A creditor obtained the email address from the consumer;

(B) The creditor used the email address to communicate with the consumer about the account and the consumer did not ask the creditor to stop using it;

(C) Before the debt collector used the email address to communicate with the consumer about the debt, the creditor sent the consumer a written or electronic notice, to an address the creditor obtained from the consumer and used to communicate with the consumer about the account, that clearly and conspicuously disclosed:

(1) That the debt has been or will be transferred to the debt collector;

(2) The email address and the fact that the debt collector might use the email address to communicate with the consumer about the debt;

(3) That, if others have access to the email address, then it is possible they may see the emails;

(4) Instructions for a reasonable and simple method by which the consumer could opt out of such communications; and

(5) The date by which the debt collector or the creditor must receive the consumer's request to opt out, which must be at least 35 days after the date the notice is sent;

(D) The opt-out period provided under paragraph (d)(4)(ii)(C)(5) of this section has expired and the consumer has not opted out; and

(E) The email address has a domain name that is available for use by the general public, unless the debt collector knows the address is provided by the consumer's employer.

(iii) *Procedures based on communication by the prior debt collector.* (A) Any prior debt collector obtained the email address in accordance with paragraph (d)(4)(i) or (ii) of this section;

(B) The immediately prior debt collector used the email address to communicate with the consumer about the debt; and

(C) The consumer did not opt out of such communications.

(5) *Procedures for telephone numbers for text messages.* For purposes of paragraph (d)(3)(i) of this section, a debt

collector may send a text message to a telephone number if:

(i) The consumer used the telephone number to communicate with the debt collector about the debt by text message, the consumer has not since opted out of text message communications to that telephone number, and within the past 60 days either:

(A) The consumer sent the text message described in paragraph (d)(5)(i) of this section or a new text message to the debt collector from that telephone number; or

(B) The debt collector confirmed, using a complete and accurate database, that the telephone number has not been reassigned from the consumer to another user since the date of the consumer's most recent text message to the debt collector from that telephone number; or

(ii) The debt collector received directly from the consumer prior consent to use the telephone number to communicate with the consumer about the debt by text message, the consumer has not since withdrawn that consent, and within the past 60 days the debt collector either:

(A) Obtained the prior consent described in paragraph (d)(5)(ii) of this section or renewed consent from the consumer; or

(B) Confirmed, using a complete and accurate database, that the telephone number has not been reassigned from the consumer to another user since the date of the consumer's most recent consent to use that telephone number to communicate about the debt by text message.

(e) *Opt-out notice for electronic communications or attempts to communicate.* A debt collector who communicates or attempts to communicate with a consumer electronically in connection with the collection of a debt using a specific email address, telephone number for text messages, or other electronic-medium address must include in such communication or attempt to communicate a clear and conspicuous statement describing a reasonable and simple method by which the consumer can opt out of further electronic communications or attempts to communicate by the debt collector to that address or telephone number. The debt

collector may not require, directly or indirectly, that the consumer, in order to opt out, pay any fee to the debt collector or provide any information other than the consumer's opt-out preferences and the email address, telephone number for text messages, or other electronic-medium address subject to the opt-out request.

**§ 1006.10 Acquisition of location information.**

(a) *Definition.* The term *location information* means a consumer's:

(1) Place of abode and telephone number at such place; or

(2) Place of employment.

(b) *Form and content of location communications.* A debt collector communicating with a person other than the consumer for the purpose of acquiring location information must:

(1) Identify himself or herself individually by name, state that he or she is confirming or correcting the consumer's location information, and, only if expressly requested, identify his or her employer;

(2) Not state that the consumer owes any debt;

(3) Not communicate by postcard;

(4) Not use any language or symbol on any envelope or in the contents of any communication by mail indicating that the debt collector is in the debt collection business or that the communication relates to the collection of a debt; and

(5) After the debt collector knows the consumer is represented by an attorney with regard to the subject debt and has knowledge of, or can readily ascertain, such attorney's name and address, not communicate with any person other than that attorney, unless the attorney fails to respond to the debt collector's communication within a reasonable period of time.

(c) *Frequency of location communications.* In addition to complying with § 1006.14(b)(1), a debt collector communicating with any person other than the consumer for the purpose of acquiring location information about the consumer must not communicate more than once with such person unless requested to do so by such person, or unless the debt collector reasonably believes that the earlier response of such

## Consumer Financial Protection Bureau

## § 1006.14

person is erroneous or incomplete and that such person now has correct or complete location information.

### **§ 1006.14 Harassing, oppressive, or abusive conduct.**

(a) *In general.* A debt collector must not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt, including, but not limited to, the conduct described in paragraphs (b) through (h) of this section.

(b) *Repeated or continuous telephone calls or telephone conversations—*(1) *In general.* In connection with the collection of a debt, a debt collector must not place telephone calls or engage any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.

(2) *Telephone call frequencies; presumptions of compliance and violation.* (i) Subject to the exclusions in paragraph (b)(3) of this section, a debt collector is presumed to comply with paragraph (b)(1) of this section and FDCPA section 806(5) (15 U.S.C. 1692d(5)) if the debt collector places a telephone call to a particular person in connection with the collection of a particular debt neither:

(A) More than seven times within seven consecutive days; nor

(B) Within a period of seven consecutive days after having had a telephone conversation with the person in connection with the collection of such debt. The date of the telephone conversation is the first day of the seven-consecutive-day period.

(ii) Subject to the exclusions in paragraph (b)(3) of this section, a debt collector is presumed to violate paragraph (b)(1) of this section and FDCPA section 806(5) if the debt collector places a telephone call to a particular person in connection with the collection of a particular debt in excess of either of the telephone call frequencies described in paragraph (b)(2)(i) of this section.

(3) *Certain telephone calls excluded from the telephone call frequencies.* Telephone calls placed to a person do not count toward the telephone call frequencies described in paragraph (b)(2)(i) of this section if they are:

(i) Placed with such person's prior consent given directly to the debt collector and within a period no longer than seven consecutive days after receiving the prior consent, with the date the debt collector receives prior consent counting as the first day of the seven-consecutive-day period;

(ii) Not connected to the dialed number; or

(iii) Placed to the persons described in § 1006.6(d)(1)(ii) through (vi).

(4) *Definition.* For purposes of this paragraph (b), particular debt means each of a consumer's debts in collection. However, in the case of student loan debts, the term particular debt means all student loan debts that a consumer owes or allegedly owes that were serviced under a single account number at the time the debts were obtained by a debt collector.

(c) *Violence or other criminal means.* In connection with the collection of a debt, a debt collector must not use or threaten to use violence or other criminal means to harm the physical person, reputation, or property of any person.

(d) *Obscene or profane language.* In connection with the collection of a debt, a debt collector must not use obscene or profane language, or language the natural consequence of which is to abuse the hearer or reader.

(e) *Debtor's list.* In connection with the collection of a debt, a debt collector must not publish a list of consumers who allegedly refuse to pay debts, except to a consumer reporting agency or to persons meeting the requirements of sections 603(f) or 604(a)(3) of the Fair Credit Reporting Act (15 U.S.C. 1681a(f) or 1681b(a)(3)).

(f) *Coercive advertisements.* In connection with the collection of a debt, a debt collector must not advertise for sale any debt to coerce payment of the debt.

(g) *Meaningful disclosure of identity.* In connection with the collection of a debt, a debt collector must not place telephone calls without meaningfully disclosing the caller's identity, except as provided in § 1006.10.

(h) *Prohibited communication media—*(1) *In general.* In connection with the collection of any debt, a debt collector must not communicate or attempt to communicate with a person through a

medium of communication if the person has requested that the debt collector not use that medium to communicate with the person.

(2) *Exceptions.* Notwithstanding the prohibition in paragraph (h)(1) of this section:

(i) If a person opts out of receiving electronic communications from a debt collector, a debt collector may send an electronic confirmation of the person's request to opt out, provided that the electronic confirmation contains no information other than a statement confirming the person's request and that the debt collector will honor it;

(ii) If a person initiates contact with a debt collector using a medium of communication that the person previously requested the debt collector not use, the debt collector may respond once through the same medium of communication used by the person; or

(iii) If otherwise required by applicable law, a debt collector may communicate or attempt to communicate with a person in connection with the collection of any debt through a medium of communication that the person has requested the debt collector not use to communicate with the person.

**§ 1006.18 False, deceptive, or misleading representations or means.**

(a) *In general.* A debt collector must not use any false, deceptive, or misleading representation or means in connection with the collection of any debt, including, but not limited to, the conduct described in paragraphs (b) through (d) of this section.

(b) *False, deceptive, or misleading representations.* (1) A debt collector must not falsely represent or imply that:

(i) The debt collector is vouched for, bonded by, or affiliated with the United States or any State, including through the use of any badge, uniform, or facsimile thereof.

(ii) The debt collector operates or is employed by a consumer reporting agency, as defined by section 603(f) of the Fair Credit Reporting Act (15 U.S.C. 1681a(f)).

(iii) Any individual is an attorney or that any communication is from an attorney.

(iv) The consumer committed any crime or other conduct in order to disgrace the consumer.

(v) A sale, referral, or other transfer of any interest in a debt causes or will cause the consumer to:

(A) Lose any claim or defense to payment of the debt; or

(B) Become subject to any practice prohibited by this part.

(vi) Accounts have been turned over to innocent purchasers for value.

(vii) Documents are legal process.

(viii) Documents are not legal process forms or do not require action by the consumer.

(2) A debt collector must not falsely represent:

(i) The character, amount, or legal status of any debt.

(ii) Any services rendered, or compensation that may be lawfully received, by any debt collector for the collection of a debt.

(3) A debt collector must not represent or imply that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to take such action.

(c) *False, deceptive, or misleading collection means.* A debt collector must not:

(1) Threaten to take any action that cannot legally be taken or that is not intended to be taken.

(2) Communicate or threaten to communicate to any person credit information that the debt collector knows or should know is false, including the failure to communicate that a disputed debt is disputed.

(3) Use or distribute any written communication that simulates or that the debt collector falsely represents to be a document authorized, issued, or approved by any court, official, or agency of the United States or any State, or that creates a false impression about its source, authorization, or approval.

(4) Use any business, company, or organization name other than the true name of the debt collector's business, company, or organization.



(d) *False representations or deceptive means.* A debt collector must not use any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

(e) *Disclosures required*—(1) *Initial communications.* A debt collector must disclose in its initial communication with a consumer that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose. If the debt collector's initial communication with the consumer is oral, the debt collector must make the disclosure required by this paragraph again in its initial written communication with the consumer.

(2) *Subsequent communications.* In each communication with the consumer subsequent to the communications described in paragraph (e)(1) of this section, the debt collector must disclose that the communication is from a debt collector.

(3) *Exception.* Disclosures under paragraphs (e)(1) and (2) of this section are not required in a formal pleading made in connection with a legal action.

(4) *Translated disclosures.* A debt collector must make the disclosures required by paragraphs (e)(1) and (2) of this section in the same language or languages used for the rest of the communication in which the debt collector conveyed the disclosures. Any translation of the disclosures a debt collector uses must be complete and accurate.

(f) *Assumed names.* This section does not prohibit a debt collector's employee from using an assumed name when communicating or attempting to communicate with a person, provided that the employee uses the assumed name consistently and that the debt collector can readily identify any employee using an assumed name.

**§ 1006.22 Unfair or unconscionable means.**

(a) *In general.* A debt collector must not use unfair or unconscionable means to collect or attempt to collect any debt, including, but not limited to, the conduct described in paragraphs (b) through (f) of this section.

(b) *Collection of unauthorized amounts.* A debt collector must not collect any

amount unless such amount is expressly authorized by the agreement creating the debt or permitted by law. For purposes of this paragraph, the term "any amount" includes any interest, fee, charge, or expense incidental to the principal obligation.

(c) *Postdated payment instruments.* A debt collector must not:

(1) Accept from any person a check or other payment instrument postdated by more than five days unless such person is notified in writing of the debt collector's intent to deposit such check or instrument not more than ten, nor less than three, days (excluding legal public holidays identified in 5 U.S.C. 6103(a), Saturdays, and Sundays) prior to such deposit.

(2) Solicit any postdated check or other postdated payment instrument for the purpose of threatening or instituting criminal prosecution.

(3) Deposit or threaten to deposit any postdated check or other postdated payment instrument prior to the date on such check or instrument.

(d) *Charges resulting from concealment of purpose.* A debt collector must not cause charges to be made to any person for communications by concealment of the true purpose of the communication. Such charges include, but are not limited to, collect telephone calls and telegram fees.

(e) *Nonjudicial action regarding property.* A debt collector must not take or threaten to take any nonjudicial action to effect dispossession or disablement of property if:

(1) There is no present right to possession of the property claimed as collateral through an enforceable security interest;

(2) There is no present intention to take possession of the property; or

(3) The property is exempt by law from such dispossession or disablement.

(f) *Restrictions on use of certain media.* A debt collector must not:

(1) Communicate with a consumer regarding a debt by postcard.

(2) Use any language or symbol, other than the debt collector's address, on any envelope when communicating with a consumer by mail, except that a debt collector may use the debt collector's business name on an envelope if

## § 1006.26

## 12 CFR Ch. X (1–1–24 Edition)

such name does not indicate that the debt collector is in the debt collection business.

(3) Communicate or attempt to communicate with a consumer by sending an email to an email address that the debt collector knows is provided to the consumer by the consumer's employer, unless the email address is one described in §1006.6(d)(4)(i) or (iii).

(4) Communicate or attempt to communicate with a person in connection with the collection of a debt through a social media platform if the communication or attempt to communicate is viewable by the general public or the person's social media contacts.

(g) *Safe harbor for certain emails and text messages relating to the collection of a debt.* A debt collector who communicates with a consumer by sending an email or text message in accordance with the procedures described in §1006.6(d)(3) does not violate paragraph (a) of this section by revealing in the email or text message the debt collector's name or other information indicating that the communication relates to the collection of a debt.

### § 1006.26 Collection of time-barred debts.

(a) *Definitions.* For purposes of this section:

(1) *Statute of limitations* means the period prescribed by applicable law for bringing a legal action against the consumer to collect a debt.

(2) *Time-barred debt* means a debt for which the applicable statute of limitations has expired.

(b) *Legal actions and threats of legal actions prohibited.* A debt collector must not bring or threaten to bring a legal action against a consumer to collect a time-barred debt. This paragraph (b) does not apply to proofs of claim filed in connection with a bankruptcy proceeding.

[86 FR 5854, Jan. 19, 2021]

### § 1006.30 Other prohibited practices.

(a) *Required actions prior to furnishing information*—(1) *In general.* Except as provided in paragraph (a)(2) of this section, a debt collector must not furnish to a consumer reporting agency, as defined in section 603(f) of the Fair Credit Reporting Act (15 U.S.C. 1681a(f)), in-

formation about a debt before the debt collector:

(i) Speaks to the consumer about the debt in person or by telephone; or

(ii) Places a letter in the mail or sends an electronic message to the consumer about the debt and waits a reasonable period of time to receive a notice of undeliverability. During the reasonable period, the debt collector must permit receipt of, and monitor for, notifications of undeliverability from communications providers. If the debt collector receives such a notification during the reasonable period, the debt collector must not furnish information about the debt to a consumer reporting agency until the debt collector otherwise satisfies this paragraph (a)(1).

(2) *Special rule—information furnished to certain specialty consumer reporting agencies.* Paragraph (a)(1) of this section does not apply to a debt collector's furnishing of information about a debt to a nationwide specialty consumer reporting agency that compiles and maintains information on a consumer's check writing history, as described in section 603(x)(3) of the Fair Credit Reporting Act (15 U.S.C. 1681a(x)(3)).

(b) *Prohibition on the sale, transfer for consideration, or placement for collection of certain debts*—(1) *In general.* Except as provided in paragraph (b)(2) of this section, a debt collector must not sell, transfer for consideration, or place for collection a debt if the debt collector knows or should know that the debt has been paid or settled or discharged in bankruptcy.

(2) *Exceptions*—(i) *In general.* A debt collector may transfer for consideration a debt described in paragraph (b)(1) of this section if the debt collector:

(A) Transfers the debt to the debt's owner;

(B) Transfers the debt to a previous owner of the debt, if the transfer is authorized under the terms of the original contract between the debt collector and the previous owner; or

(C) Transfers the debt as a result of a merger, acquisition, purchase and assumption transaction, or a transfer of substantially all of the debt collector's assets.

## Consumer Financial Protection Bureau

## § 1006.34

(ii) *Secured claims in bankruptcy.* A debt collector may sell, transfer for consideration, or place for collection a debt that has been discharged in bankruptcy if the debt is secured by an enforceable lien and the debt collector notifies the transferee that the consumer's personal liability for the debt was discharged in bankruptcy.

(iii) *Securitizations and pledges of debt.* Paragraph (b)(1) of this section does not prohibit the securitization of a debt or the pledging of a portfolio of debt as collateral in connection with a borrowing.

(c) *Multiple debts.* If a consumer makes any single payment to a debt collector with respect to multiple debts owed by the consumer to the debt collector, the debt collector:

(1) Must not apply the payment to any debt that is disputed by the consumer; and

(2) If applicable, must apply the payment in accordance with the consumer's directions.

(d) *Legal actions by debt collectors—(1) Action to enforce interest in real property.* A debt collector who brings a legal action against a consumer to enforce an interest in real property securing the consumer's debt must bring the action only in a judicial district or similar legal entity in which such real property is located.

(2) *Other legal actions.* A debt collector who brings a legal action against a consumer other than to enforce an interest in real property securing the consumer's debt must bring such action only in the judicial district or similar legal entity in which the consumer:

(i) Signed the contract sued upon; or

(ii) Resides at the commencement of the action.

(3) *Authorization of actions.* Nothing in this part authorizes debt collectors to bring legal actions.

(e) *Furnishing certain deceptive forms.* A debt collector must not design, compile, and furnish any form that the debt collector knows would be used to cause a consumer falsely to believe that a person other than the consumer's creditor is participating in collecting or attempting to collect a debt

that the consumer allegedly owes to the creditor.

[85 FR 76887, Nov. 30, 2020, as amended at 86 FR 5854, Jan. 19, 2021]

### § 1006.34 Notice for validation of debts.

(a) *Validation information required—(1) In general.* Except as provided in paragraph (a)(2) of this section, a debt collector must provide a consumer with the validation information required by paragraph (c) of this section either:

(i) By sending the consumer a validation notice in the manner required by § 1006.42:

(A) In the initial communication, as defined in paragraph (b)(2) of this section; or

(B) Within five days of that initial communication; or

(ii) By providing the validation information orally in the initial communication.

(2) *Exception.* A debt collector who otherwise would be required to send a validation notice pursuant to paragraph (a)(1)(i)(B) of this section is not required to do so if the consumer has paid the debt prior to the time that paragraph (a)(1)(i)(B) of this section would require the validation notice to be sent.

(b) *Definitions.* For purposes of this section:

(1) *Clear and conspicuous* means readily understandable. In the case of written and electronic disclosures, the location and type size also must be readily noticeable and legible to consumers, although no minimum type size is mandated. In the case of oral disclosures, the disclosures also must be given at a volume and speed sufficient for the consumer to hear and comprehend them.

(2) *Initial communication* means the first time that, in connection with the collection of a debt, a debt collector conveys information, directly or indirectly, regarding the debt to the consumer, other than a communication in the form of a formal pleading in a civil action, or any form or notice that does not relate to the collection of the debt and is expressly required by:

(i) The Internal Revenue Code of 1986 (26 U.S.C. 1 *et seq.*);

(ii) Title V of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 through 6827); or

(iii) Any provision of Federal or State law or regulation mandating notice of a data security breach or privacy risk.

(3) *Itemization date* means any one of the following five reference dates for which a debt collector can ascertain the amount of the debt:

(i) The last statement date, which is the date of the last periodic statement or written account statement or invoice provided to the consumer by a creditor;

(ii) The charge-off date, which is the date the debt was charged off;

(iii) The last payment date, which is the date the last payment was applied to the debt;

(iv) The transaction date, which is the date of the transaction that gave rise to the debt; or

(v) The judgment date, which is the date of a final court judgment that determines the amount of the debt owed by the consumer.

(4) *Validation notice* means a written or electronic notice that provides the validation information required by paragraph (c) of this section.

(5) *Validation period* means the period starting on the date that a debt collector provides the validation information required by paragraph (c) of this section and ending 30 days after the consumer receives or is assumed to receive the validation information. For purposes of determining the end of the validation period, the debt collector may assume that a consumer receives the validation information on any date that is at least five days (excluding legal public holidays identified in 5 U.S.C. 6103(a), Saturdays, and Sundays) after the debt collector provides it.

(c) *Validation information*. Pursuant to paragraph (a)(1) of this section, a debt collector must provide the following validation information.

(1) *Debt collector communication disclosure*. The statement required by § 1006.18(e).

(2) *Information about the debt*. Except as provided in paragraph (c)(5) of this section:

(i) The debt collector's name and the mailing address at which the debt col-

lector accepts disputes and requests for original-creditor information.

(ii) The consumer's name and mailing address.

(iii) If the debt collector is collecting a debt related to a consumer financial product or service as defined in § 1006.2(f), the name of the creditor to whom the debt was owed on the itemization date.

(iv) The account number, if any, associated with the debt on the itemization date, or a truncated version of that number.

(v) The name of the creditor to whom the debt currently is owed.

(vi) The itemization date.

(vii) The amount of the debt on the itemization date.

(viii) An itemization of the current amount of the debt reflecting interest, fees, payments, and credits since the itemization date. A debt collector may disclose the itemization on a separate page provided in the same communication with a validation notice, if the debt collector includes on the validation notice, where the itemization would have appeared, a statement referring to that separate page.

(ix) The current amount of the debt.

(3) *Information about consumer protections*. (i) The date that the debt collector will consider the end date of the validation period and a statement that, if the consumer notifies the debt collector in writing on or before that date that the debt, or any portion of the debt, is disputed, the debt collector must cease collection of the debt, or the disputed portion of the debt, until the debt collector sends the consumer either verification of the debt or a copy of a judgment.

(ii) The date that the debt collector will consider the end date of the validation period and a statement that, if the consumer requests in writing on or before that date the name and address of the original creditor, the debt collector must cease collection of the debt until the debt collector sends the consumer the name and address of the original creditor, if different from the current creditor.

(iii) The date that the debt collector will consider the end date of the validation period and a statement that, unless the consumer contacts the debt

collector to dispute the validity of the debt, or any portion of the debt, on or before that date, the debt collector will assume that the debt is valid.

(iv) If the debt collector is collecting debt related to a consumer financial product or service as defined in § 1006.2(f), a statement that informs the consumer that additional information regarding consumer protections in debt collection is available on the Bureau's website at [www.cfpb.gov/debt-collection](http://www.cfpb.gov/debt-collection).

(v) If the debt collector sends the validation notice electronically, a statement explaining how a consumer can, as described in paragraphs (c)(4)(i) and (ii) of this section, dispute the debt or request original-creditor information electronically.

(4) *Consumer-response information.* The following information, segregated from the validation information required by paragraphs (c)(1) through (3) of this section and from any optional information included pursuant to paragraphs (d)(3)(i) and (ii), (d)(3)(iii)(A), (d)(3)(iv) and (v), (d)(3)(vi)(A), and (d)(3)(vii) and (viii) of this section, and, if provided on a validation notice, located at the bottom of the notice under the headings, "How do you want to respond?" and "Check all that apply:"

(i) *Dispute prompts.* The following statements, listed in the following order, and using the following phrasing or substantially similar phrasing, each next to a prompt:

(A) "I want to dispute the debt because I think:"

(B) "This is not my debt.";

(C) "The amount is wrong."; and

(D) "Other (please describe on reverse or attach additional information)."

(ii) *Original-creditor information prompt.* The statement, "I want you to send me the name and address of the original creditor.", using that phrase or a substantially similar phrase, next to a prompt.

(iii) *Mailing addresses.* Mailing addresses for the consumer and the debt collector, which are the debt collector's and the consumer's names and mailing addresses as disclosed pursuant to § 1006.34(c)(2)(i) and (ii).

(5) *Special rule for certain residential mortgage debt.* For residential mortgage debt, if a periodic statement is required under Regulation Z, 12 CFR

1026.41, at the time a debt collector provides the validation notice, a debt collector need not provide the validation information required by paragraphs (c)(2)(vi) through (viii) of this section if the debt collector:

(i) Provides the consumer, in the same communication with the validation notice, a copy of the most recent periodic statement provided to the consumer under Regulation Z, 12 CFR 1026.41(b); and

(ii) Includes on the validation notice, where the validation information required by paragraphs (c)(2)(vi) through (viii) of this section would have appeared, a statement referring to that periodic statement.

(d) *Form of validation information—(1) In general.* The validation information required by paragraph (c) of this section must be clear and conspicuous.

(2) *Safe harbor—(i) In general.* Model Form B-1 in appendix B to this part contains the validation information required by paragraph (c) of this section and certain optional disclosures permitted by paragraph (d)(3) of this section. A debt collector who uses Model Form B-1 complies with the information and form requirements of paragraphs (c) and (d)(1) of this section, including if the debt collector:

(A) Omits any or all of the optional disclosures shown on Model Form B-1; or

(B) Adds any or all of the optional disclosures described in paragraph (d)(3) of this section that are not shown on Model Form B-1, provided that any such optional disclosures are no more prominent than any of the validation information required by paragraph (c) of this section.

(ii) *Certain disclosures on a separate page.* A debt collector who uses Model Form B-1 as described in paragraph (d)(2)(i) of this section and who, pursuant to paragraph (c)(2)(viii) or (c)(5) of this section, includes certain disclosures on a separate page in the same communication with the validation notice and, on the notice, the required statement referring to those disclosures, receives a safe harbor for compliance with the information and form requirements of paragraphs (c) and

(d)(1) of this section except with respect to the disclosures on the separate page.

(iii) *Substantially similar form.* A debt collector who uses Model Form B–1 as described in paragraph (d)(2)(i) or (ii) of this section may make changes to the form and retain a safe harbor for compliance with the information and form requirements of paragraphs (c) and (d)(1) of this section provided that the form remains substantially similar to Model Form B–1.

(3) *Optional disclosures.* A debt collector may include any of the following information when providing the validation information required by paragraph (c) of this section. A debt collector who includes any of the following information receives the safe harbor described in paragraph (d)(2) of this section, provided that the debt collector otherwise uses Model Form B–1 in appendix B to this part, or a variation of Model Form B–1, as described in paragraph (d)(2) of this section.

(i) *Telephone contact information.* The debt collector's telephone contact information.

(ii) *Reference code.* A number or code that the debt collector uses to identify the debt or the consumer.

(iii) *Payment disclosures.* Either or both of the following phrases:

(A) The statement, "Contact us about your payment options.", using that phrase or a substantially similar phrase; and

(B) Below the consumer-response information required by paragraphs (c)(4)(i) and (ii) of this section, the statement, "I enclosed this amount:", using that phrase or a substantially similar phrase, payment instructions after that statement, and a prompt.

(iv) *Disclosures under applicable law—*

(A) *Disclosures on the reverse of the validation notice.* On the reverse of the validation notice, any disclosures that are specifically required by, or that provide safe harbors under, applicable law and, if any such disclosures are included, a statement on the front of the validation notice referring to those disclosures. Any such disclosures must not appear directly on the reverse of the consumer-response information required by paragraph (c)(4) of this section.

(B) *Disclosures on the front of the validation notice.* If a debt collector is collecting time-barred debt, on the front of the validation notice below the disclosure required by paragraph (c)(2)(ix) of this section, any time-barred debt disclosure that is specifically required by, or that provides a safe harbor under, applicable law, provided that applicable law specifies the content of the disclosure.

(v) *Information about electronic communications.* The following information:

(A) The debt collector's website and email address.

(B) If the validation information is not provided electronically, a statement explaining how a consumer can, as described in paragraphs (c)(4)(i) and (ii) of this section, dispute the debt or request original-creditor information electronically.

(vi) *Spanish-language translation disclosures.* Either or both of the following disclosures regarding a consumer's ability to request a Spanish-language translation of a validation notice:

(A) The statement, "Póngase en contacto con nosotros para solicitar una copia de este formulario en español" (which means "Contact us to request a copy of this form in Spanish"), using that phrase or a substantially similar phrase in Spanish. If providing this optional disclosure, a debt collector may include supplemental information in Spanish that specifies how a consumer may request a Spanish-language validation notice.

(B) With the consumer-response information required by paragraph (c)(4) of this section, the statement "Quiero este formulario en español" (which means "I want this form in Spanish"), using that phrase or a substantially similar phrase in Spanish, next to a prompt.

(vii) The merchant brand, affinity brand, or facility name, if any, associated with the debt.

(viii) If a debt collector is collecting debt other than debt related to a consumer financial product or service as defined in §1006.2(f), the information specified in paragraph (c)(2)(iii) or (c)(3)(iv) of this section.

(4) *Validation notices delivered electronically.* If a debt collector delivers a validation notice electronically, a debt

collector may, at its option, format the validation notice as follows:

(i) *Prompts.* Any prompt required by paragraph (c)(4)(i) or (ii) or paragraph (d)(3)(iii)(B) or (d)(3)(vi)(B) of this section may be displayed electronically as a fillable field.

(ii) *Hyperlinks.* Hyperlinks may be embedded that, when clicked:

(A) Connect a consumer to the debt collector's website;

(B) Connect a consumer to the Bureau's debt collection website as disclosed pursuant to paragraph (c)(3)(iv) of this section; or

(C) Permit a consumer to respond to the dispute and original-creditor information prompts required by paragraphs (c)(4)(i) and (ii) of this section.

(e) *Translation into other languages—*

(1) *In general.* A debt collector may send a consumer a validation notice completely and accurately translated into any language if the debt collector:

(i) Sends the consumer an English-language validation notice in the same communication as the translated validation notice; or

(ii) Previously provided the consumer an English-language validation notice, in which case the debt collector need not send the consumer an English-language validation notice in the same communication as the translated validation notice.

(2) *Spanish-language validation notice—requirement to provide after optional disclosure.* A debt collector who includes in the validation information either or both of the optional disclosures described in paragraph (d)(3)(vi) of this section, and who thereafter receives a request from the consumer for a Spanish-language validation notice, must provide the consumer a validation notice completely and accurately translated into Spanish.

[86 FR 5854, Jan. 19, 2021]

#### **§ 1006.38 Disputes and requests for original-creditor information.**

(a) *Definitions.* For purposes of this section, the following definitions apply:

(1) *Duplicative dispute* means a dispute submitted by the consumer in writing within the validation period that:

(i) Is substantially the same as a dispute previously submitted by the consumer in writing within the validation period for which the debt collector already has satisfied the requirements of paragraph (d)(2)(i) of this section; and

(ii) Does not include new and material information to support the dispute.

(2) *Validation period* has the same meaning given to it in § 1006.34(b)(5).

(b) *Overshadowing of rights to dispute or request original-creditor information—*

(1) *Prohibition.* During the validation period, a debt collector must not engage in any collection activities or communications that overshadow or are inconsistent with the disclosure of the consumer's rights to dispute the debt and to request the name and address of the original creditor.

(2) *Safe harbor.* A debt collector who uses Model Form B-1 in appendix B to this part in a manner described in § 1006.34(d)(2) has not thereby violated paragraph (b)(1) of this section.

(c) *Requests for original-creditor information.* Upon receipt of a request for the name and address of the original creditor submitted by the consumer in writing within the validation period, a debt collector must cease collection of the debt until the debt collector:

(1) *In general.* Sends the name and address of the original creditor to the consumer in writing or electronically in the manner required by § 1006.42; or

(2) *Special rule if the current creditor and the original creditor are the same.* In lieu of taking the actions described in paragraph (c)(1) of this section, reasonably determines that the original creditor is the same as the current creditor, notifies the consumer of that fact in writing or electronically in the manner required by § 1006.42, and refers the consumer to the validation information previously provided pursuant to § 1006.34(a)(1).

(d) *Disputes—*(1) *Failure to dispute.* The failure of a consumer to dispute the validity of a debt does not constitute a legal admission of liability by the consumer.

(2) *Response to disputes.* Upon receipt of a dispute submitted by the consumer in writing within the validation period, a debt collector must cease collection of the debt, or any disputed portion of the debt, until the debt collector:

## § 1006.42

(i) Sends a copy either of verification of the debt or of a judgment to the consumer in writing or electronically in the manner required by § 1006.42; or

(ii) In the case of a dispute that the debt collector reasonably determines is a duplicative dispute, either:

(A) Notifies the consumer in writing or electronically in the manner required by § 1006.42(a)(1) that the dispute is duplicative, provides a brief statement of the reasons for the determination, and refers the consumer to the debt collector's response to the earlier dispute; or

(B) Satisfies paragraph (d)(2)(i) of this section.

[85 FR 76887, Nov. 30, 2020, as amended at 86 FR 5856, Jan. 19, 2021]

### § 1006.42 Sending required disclosures.

(a) *Sending required disclosures*—(1) *In general.* A debt collector who sends disclosures required by the Act and this part in writing or electronically must do so in a manner that is reasonably expected to provide actual notice, and in a form that the consumer may keep and access later.

(2) *Exceptions.* A debt collector need not comply with paragraph (a)(1) of this section when sending the disclosure required by § 1006.6(e) or § 1006.18(e) in writing or electronically, unless the disclosure is included on a notice required by § 1006.34(a)(1)(i) or § 1006.38(c) or (d)(2).

(b) *Requirements for certain disclosures sent electronically.* To comply with paragraph (a) of this section, a debt collector who sends the notice required by § 1006.34(a)(1)(i)(B), or the disclosures described in § 1006.38(c) or (d)(2)(i), electronically must do so in accordance with section 101(c) of the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) (15 U.S.C. 7001(c)).

[85 FR 76887, Nov. 30, 2020, as amended at 86 FR 5856, Jan. 19, 2021]

## Subpart C [Reserved]

## Subpart D—Miscellaneous

### § 1006.100 Record retention.

(a) *In general.* Except as provided in paragraph (b) of this section, a debt

## 12 CFR Ch. X (1–1–24 Edition)

collector must retain records that are evidence of compliance or noncompliance with the FDCPA and this part starting on the date that the debt collector begins collection activity on a debt until three years after the debt collector's last collection activity on the debt.

(b) *Special rule for telephone call recordings.* If a debt collector records telephone calls made in connection with the collection of a debt, the debt collector must retain the recording of each such telephone call for three years after the date of the call.

### § 1006.104 Relation to State laws.

Neither the Act nor the corresponding provisions of this part annul, alter, affect, or exempt any person subject to the provisions of the Act or the corresponding provisions of this part from complying with the laws of any State with respect to debt collection practices, except to the extent that those laws are inconsistent with any provision of the Act or the corresponding provisions of this part, and then only to the extent of the inconsistency. For purposes of this section, a State law is not inconsistent with the Act or the corresponding provisions of this part if the protection such law affords any consumer is greater than the protection provided by the Act or the corresponding provisions of this part.

### § 1006.108 Exemption for State regulation.

(a) *Exemption for State regulation.* Any State may apply to the Bureau for a determination that, under the laws of that State, any class of debt collection practices within that State is subject to requirements that are substantially similar to those imposed under sections 803 through 812 of the Act (15 U.S.C. 1692a through 1692j) and the corresponding provisions of this part, and that there is adequate provision for State enforcement of such requirements.

(b) *Procedures and criteria.* The procedures and criteria whereby States may apply to the Bureau for exemption of a class of debt collection practices within the applying State from the provisions of the Act and the corresponding provisions of this part as provided in



## Consumer Financial Protection Bureau

## Pt. 1006, App. A

section 817 of the Act (15 U.S.C. 1692o) are set forth in appendix A of this part.

### APPENDIX A TO PART 1006—PROCEDURES FOR STATE APPLICATION FOR EXEMPTION FROM THE PROVISIONS OF THE ACT

#### I. PURPOSE AND DEFINITIONS

(a) This appendix establishes procedures and criteria whereby States may apply to the Bureau for exemption of a class of debt collection practices within the applying State from the provisions of the Act and the corresponding provisions of this part as provided in section 817 of the Act (15 U.S.C. 1692o).

(b) For purposes of this appendix:

(1) *Applicant State law* means the State law that, for a class of debt collection practices within that State, is claimed to contain requirements that are substantially similar to the requirements that relevant Federal law imposes on that class of debt collection practices, and that contains adequate provision for State enforcement.

(2) *Class of debt collection practices* includes one or more such classes of debt collection practices referred to in paragraph I(b)(1) of this appendix.

(3) *Relevant Federal law* means sections 803 through 812 of the Act (15 U.S.C. 1692a through 1692j) and the corresponding provisions of this part.

(4) *State law* includes State statutes, any regulations that implement State statutes, and formal interpretations of State statutes or regulations by a court of competent jurisdiction or duly authorized State agency.

#### II. APPLICATION

Any State may apply to the Bureau pursuant to the terms of this appendix for a determination that the applicant State law contains requirements that, for a class of debt collection practices within that State, are substantially similar to the requirements that relevant Federal law imposes on that class of debt collection practices, and that the applicant State law contains adequate provision for State enforcement. The application must be in writing, addressed to the Assistant Director, Office of Regulations, Division of Research, Monitoring, and Regulations, Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552, signed by the Governor, Attorney General, or State official having primary enforcement responsibility under the State law that applies to the class of debt collection practices, and must be supported by the documents specified in this appendix.

#### III. SUPPORTING DOCUMENTS

The application must be accompanied by the following, which may be submitted in paper or electronic form:

(a) A copy of the applicant State law.

(b) A comparison of each provision of relevant Federal law with the corresponding provisions of the applicant State law, together with reasons supporting the claim that the corresponding provisions of the applicant State law are substantially similar to the provisions of relevant Federal law, and an explanation as to why any differences between the State statute or regulation and Federal law are not inconsistent with the provisions of relevant Federal law and do not result in a diminution in the protection otherwise afforded consumers; and a statement that no other State laws (including administrative or judicial interpretations) are related to, or would have an effect upon, the State law that is being considered by the Bureau in making its determination.

(c) A comparison of the provisions of the State law that provide for enforcement with the provisions of section 814 of the Act (15 U.S.C. 1692l), together with reasons supporting the claim that the applicant State law provides for adequate administrative enforcement.

(d) A statement identifying the office designated or to be designated to enforce the applicant State law. The statement must show how the office provides for adequate enforcement of the applicant State law, including by showing that the office has necessary facilities, personnel, and funding. The statement must include, for example, complete information regarding the fiscal arrangements for administrative enforcement (including the amount of funds available or to be provided), the number and qualifications of personnel engaged or to be engaged in enforcement, and a description of the procedures under which the applicant State law is to be enforced by the State.

#### IV. CRITERIA FOR DETERMINATION

The Bureau will consider the criteria set forth below, and any other relevant information, in determining whether the applicant State law is substantially similar to relevant Federal law and whether there is adequate provision for enforcement of the applicant State law. In making that determination, the Bureau primarily will consider each provision of the applicant State law in comparison with each corresponding provision in relevant Federal law, and not the State law as a whole in comparison with the Act as a whole.

(a)(1) In order for the applicant State law to be substantially similar to relevant Federal law, the applicant State law at least must provide that:

(i) Definitions and rules of construction, as applicable, import a meaning and have an application that are substantially similar to those prescribed by relevant Federal law.

(ii) Debt collectors provide all of the applicable notices required by relevant Federal law, with the content and in the terminology, form, and time periods prescribed pursuant to relevant Federal law. The Bureau may determine whether additional notice requirements under the applicant State law affect a determination that the applicant State law is substantially similar to relevant Federal law.

(iii) Debt collectors take all affirmative actions and abide by obligations substantially similar to those prescribed by relevant Federal law under substantially similar conditions and within substantially similar time periods as are prescribed under relevant Federal law;

(iv) Debt collectors abide by prohibitions that are substantially similar to those prescribed by relevant Federal law;

(v) Consumers' obligations or responsibilities are no more costly, lengthy, or burdensome than consumers' corresponding obligations or responsibilities under relevant Federal law; and

(vi) Consumers' rights and protections are substantially similar to those provided by relevant Federal law under conditions or within time periods that are substantially similar to those prescribed by relevant Federal law.

(2) In applying the criteria set forth in paragraph IV(a)(1) of this appendix, the Bureau will not consider adversely any additional requirements of State law that are not inconsistent with the purpose of the Act or the requirements imposed under relevant Federal law.

(b) In determining whether provisions for enforcement of the applicant State law are adequate, consideration will be given to the extent to which, under the applicant State law, provision is made for administrative enforcement, including necessary facilities, personnel, and funding.

#### V. PUBLIC COMMENT

In connection with any application that has been filed in accordance with the requirements of parts II and III of this appendix and following initial review of the application, a proposed rule concerning the application for exemption will be published by the Bureau in the FEDERAL REGISTER, and a copy of such application will be made available for examination by interested persons during business hours at the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552. A comment period will be allowed from the date of such publication for interested parties to submit written comments to the Bureau regarding that application.

#### VI. EXEMPTION FROM REQUIREMENTS

If the Bureau determines on the basis of the information before it that, under the applicant State law, a class of debt collection practices is subject to requirements substantially similar to those imposed under relevant Federal law and that there is adequate provision for State enforcement, the Bureau will exempt the class of debt collection practices in that State from the requirements of relevant Federal law and section 814 of the Act in the following manner and subject to the following conditions:

(a) A final rule granting the exemption will be published in the FEDERAL REGISTER, and the Bureau will furnish a copy of such rule to the State official who made application for such exemption, to each Federal authority responsible for administrative enforcement of the requirements of relevant Federal law, and to the Attorney General of the United States. Any exemption granted will be effective 90 days after the date of publication of such rule in the FEDERAL REGISTER.

(b) Any State that receives an exemption must, through its appropriate official, take the following steps:

(i) Inform the Assistant Director, Office of Regulations, Division of Research, Monitoring, and Regulations, Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 in writing within 30 days of any change in the applicant State law. The report of any such change must contain copies of the full text of that change, together with statements setting forth the information and opinions regarding that change that are specified in paragraph III.

(ii) Provide, not later than two years after the date the exemption is granted, and every two years thereafter, a report to the Bureau in writing concerning the manner in which the State has enforced the applicant State law in the preceding two years and an update of the information required under paragraph III(d) of this appendix.

(c) The Bureau will inform any State that receives such an exemption, through its appropriate official, of any subsequent amendments of the Act or this part that might necessitate the amendment of State law for the exemption to continue.

(d) After an exemption is granted, the requirements of the applicable State law constitute the requirements of relevant Federal law, except to the extent such State law imposes requirements not imposed by the Act or this part.

#### VII. ADVERSE DETERMINATION

(a) If, after publication of a proposed rule in the FEDERAL REGISTER as provided under part V of this appendix, the Bureau finds on the basis of the information before it that it cannot make a favorable determination in connection with the application, the Bureau

will notify the appropriate State official of the facts upon which such findings are based and will afford that State authority a reasonable opportunity to submit additional materials that demonstrate the basis for granting an exemption.

(b) If, after having afforded the State authority such opportunity to demonstrate the basis for granting an exemption, the Bureau finds on the basis of the information before it that it still cannot make a favorable determination in connection with the application, the Bureau will publish in the FEDERAL REGISTER a final rule containing its determination regarding the application and will furnish a copy of such rule to the State official who made application for such exemption.

#### VIII. REVOCATION OF EXEMPTION

(a) The Bureau reserves the right to revoke any exemption granted under the provisions of the Act or this part, if at any time it determines that the State law does not, in fact, impose requirements that are substantially similar to relevant Federal law or that there is not, in fact, adequate provision for State enforcement.

(b) Before revoking any such exemption, the Bureau will notify the State of the facts or conduct that, in the Bureau's opinion, warrant such revocation, and will afford that

State such opportunity as the Bureau deems appropriate in the circumstances to demonstrate continued eligibility for an exemption.

(c) If, after having been afforded the opportunity to demonstrate or achieve compliance, the Bureau determines that the State has not done so, a proposed rule to revoke such exemption will be published in the FEDERAL REGISTER. A comment period will be allowed from the date of such publication for interested persons to submit written comments to the Bureau regarding the intention to revoke.

(d) If such exemption is revoked, a final rule revoking the exemption will be published by the Bureau in the FEDERAL REGISTER, and a copy of such rule will be furnished to the State, to the Federal authorities responsible for enforcement of the requirements of the Act, and to the Attorney General of the United States. The revocation becomes effective, and the class of debt collection practices affected within that State become subject to the requirements of sections 803 through 812 of the Act and the corresponding provisions of this part, 90 days after the date of publication of the final rule in the FEDERAL REGISTER.

[85 FR 76887, Nov. 30, 2020, as amended at 88 FR 16538, Mar. 20, 2023]

## APPENDIX B TO PART 1006—MODEL FORMS

## B–1 MODEL FORM FOR VALIDATION NOTICE

North South Group  
P.O. Box 123456  
Pasadena, CA 91111-2222  
(800) 123-4567 from 8am to 8pm EST, Monday to Saturday  
[www.example.com](http://www.example.com)

To: Person A  
2323 Park Street  
Apartment 342  
Bethesda, MD 20815  
Reference: 584-345

**North South Group is a debt collector.** We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

**Our information shows:**

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2017, you owed:	\$	2,234.56
Between January 2, 2017 and today:		
You were charged this amount in interest:	+ \$	75.00
You were charged this amount in fees:	+ \$	25.00
You paid or were credited this amount toward the debt:	– \$	50.00
<b>Total amount of the debt now:</b>	<b>\$</b>	<b>2,284.56</b>

**How can you dispute the debt?**

- **Call or write to us by August 28, 2020, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by August 28, 2020, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.** You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically at [www.example.com/dispute](http://www.example.com/dispute).

**What else can you do?**

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by August 28, 2020, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at [www.example.com/request](http://www.example.com/request).
- **Go to [www.cfpb.gov/debt-collection](http://www.cfpb.gov/debt-collection) to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.

**Notice:** See reverse side for important information.



**Mail this form to:**  
North South Group  
P.O. Box 123456  
Pasadena, CA 91111-2222

Person A  
2323 Park Street  
Apartment 342  
Bethesda, MD 20815

**How do you want to respond?**

Check all that apply:

- ☐ I want to dispute the debt because I think:
- ☐ This is not my debt.
  - ☐ The amount is wrong.
  - ☐ Other (please describe on reverse or attach additional information).
- ☐ I want you to send me the name and address of the original creditor.
- ☐ I enclosed this amount: \$
- Make your check payable to *North South Group*. Include the reference number 584-345.
- ☐ Quiero este formulario en español.

[86 FR 5856, Jan. 19, 2021]

## APPENDIX C TO PART 1006—ISSUANCE OF ADVISORY OPINIONS

1. *Advisory opinions.* Any act done or omitted in good faith in conformity with any advisory opinion issued by the Bureau, including advisory opinions referenced in this appendix, provides the protection afforded

under section 813(e) of the Act. The Bureau will amend this appendix periodically to incorporate references to advisory opinions that the Bureau issues.

2. *Requests for issuance of advisory opinions.* A request for an advisory opinion may be submitted in accordance with the instructions regarding submission and content of

## Consumer Financial Protection Bureau

## Pt. 1006, Supp. I

requests applicable to any relevant advisory opinion program that the Bureau offers. Requests for advisory opinions will be reviewed consistent with the process outlined in any such program, and any resulting advisory opinions will be published in the FEDERAL REGISTER and on *consumerfinance.gov*.

3. *Bureau-issued advisory opinions.* The Bureau has issued the following advisory opinions:

a. *Safe Harbors from Liability under the Fair Debt Collection Practices Act for Certain Actions Taken in Compliance with Mortgage Servicing Rules under the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z)*, 81 FR 71977 (Oct. 19, 2016).

### SUPPLEMENT I TO PART 1006—OFFICIAL INTERPRETATIONS

#### Introduction

1. *Official status.* This commentary is the vehicle by which the Bureau of Consumer Financial Protection supplements Regulation F, 12 CFR part 1006. The provisions of the commentary are issued under the same authorities as the corresponding provisions of Regulation F and have been adopted in accordance with the notice-and-comment procedures of the Administrative Procedure Act (5 U.S.C. 553). Unless specified otherwise, references in this commentary are to sections of Regulation F or the Fair Debt Collection Practices Act, 15 U.S.C. 1692 *et seq.* No commentary is expected to be issued other than by means of this Supplement I.

2. *Procedure for requesting interpretations.* Anyone may request that an official interpretation of the regulation be added to this commentary. A request for such an official interpretation must be in writing and addressed to the Assistant Director, Office of Regulations, Division of Research, Monitoring, and Regulations, Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552. The request must contain a complete statement of all relevant facts concerning the issue, including copies of all pertinent documents. Revisions to this commentary that are adopted in accordance with the rulemaking procedures of section 553 of the Administrative Procedure Act (5 U.S.C. 553) will be incorporated in the commentary following publication in the FEDERAL REGISTER.

3. *Comment designations.* Each comment in the commentary is identified by a number and the regulatory section or paragraph that it interprets. The comments are designated with as much specificity as possible according to the particular regulatory provision addressed. For example, comments to §1006.6(d)(4) are further divided by subparagraph, such as comment 6(d)(4)(i)-1 and comment 6(d)(4)(ii)-1. Comments that have more

general application are designated, for example, as comments 38-1 and 38-2. This introduction may be cited as comments I-1, I-2, and I-3.

#### Subpart A—General

#### Section 1006.2—Definitions

##### 2(b) Attempt To Communicate

1. *Examples.* Section 1006.2(b) defines an attempt to communicate as any act to initiate a communication or other contact about a debt with any person through any medium, including by soliciting a response from such person. An act to initiate a communication or other contact about a debt is an attempt to communicate regardless of whether the attempt, if successful, would be a communication that conveys information regarding a debt directly or indirectly to any person. For example:

i. Assume that a debt collector places a telephone call to a person about a debt. Regardless of whether the debt collector reaches the person, the debt collector has attempted to communicate with the person.

ii. Assume that a debt collector places a telephone call to a person about a debt and leaves a voicemail message. Regardless of whether the voicemail message consists solely of a limited-content message or includes content that conveys, directly or indirectly, information about a debt, the debt collector has attempted to communicate with the person.

##### 2(d) Communicate or Communication

1. *Any medium.* Section 1006.2(d) provides, in relevant part, that a communication can occur through any medium. “Any medium” includes any oral, written, electronic, or other medium. For example, a communication may occur in person or by telephone, audio recording, paper document, mail, email, text message, social media, or other electronic media.

2. *Information regarding a debt.* Section 1006.2(d) provides, in relevant part, that a communication means conveying information regarding a debt. A debt collector does not convey information regarding a debt directly or indirectly to any person if the debt collector leaves only a limited-content message, as defined in §1006.2(j). A debt collector who provides marketing or advertising that does not contain information about a specific debt or debts has not communicated under §1006.2(d), even if the debt collector transmits the marketing or advertising message to a consumer, because the debt collector has not conveyed information regarding a debt.

##### 2(h) Debt

1. *Consumer.* Section 1006.2(h) defines debt to mean, in part, any obligation or alleged

obligation of a consumer to pay money arising out of a transaction. Section 1006.2(e), in turn, defines consumer to mean any natural person obligated or allegedly obligated to pay any debt. Only natural persons, therefore, can incur debts as defined in §1006.2(h).

#### 2(i) Debt Collector

1. *In general.* Section 1006.2(i) provides, in part, that a debt collector is any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another. A person who collects or attempts to collect defaulted debts that the person has purchased, but who does not collect or attempt to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another, and who does not have a business the principal purpose of which is the collection of debts, is not a debt collector as defined in §1006.2(i).

#### 2(j) Limited-Content Message

1. *In general.* Section 1006.2(j) provides that a limited-content message is a voicemail message for a consumer that includes all of the content described in §1006.2(j)(1), that may include any of the content described in §1006.2(j)(2), and that includes no other content. Any other message is not a limited-content message. If a voicemail message includes content other than the specific items described in §1006.2(j)(1) and (2), and such other content directly or indirectly conveys any information about a debt, the message is a communication, as defined in §1006.2(d). For example, a voicemail message that includes a statement that the message is from a debt collector and a request to speak to a particular consumer is not a limited-content message because it includes more than the required or permitted content.

2. *Message for a consumer.* Section 1006.2(j) provides, in part, that a limited-content message is a voicemail message for a consumer. A message knowingly left for a third party is not a limited-content message because it is not for a consumer. For example, assume that a debt collector has a telephone number that the debt collector knows belongs to the consumer's friend. A voicemail message left after calling that number is not a limited-content message, even if the message includes no more than the content described in §1006.2(j)(1) and (2) because the debt collector knowingly left the message for someone other than the consumer. Other provisions of this part may, in certain circumstances, restrict a debt collector from leaving a limited-content message or otherwise attempting to communicate with a consumer. See §§1006.6(b) and (c) and 1006.22(f)

and their related commentary for further guidance regarding when a debt collector is prohibited from attempting to communicate with a consumer.

3. *Meaningful disclosure of identity.* A debt collector who leaves only a limited-content message for a consumer does not violate §1006.14(g)'s requirement to meaningfully disclose the caller's identity with respect to that voicemail message.

#### 2(j)(1) Required Content

1. *Example.* The following example illustrates a limited-content message that includes only the content described in §1006.2(j)(1): "This is Robin Smith calling from ABC Inc. Please contact me or Jim Johnson at 1-800-555-1212."

#### 2(j)(2) Optional Content

1. *In general.* Section 1006.2(j)(2)(iv) provides that a limited-content message may include a statement that, if the consumer replies, the consumer may speak to any of the company's representatives or associates. A message that includes a more detailed description of the representative or associate group is not a limited-content message. For example, a reference to an agent with the "credit card receivables group" is not a limited-content message because it includes more than a statement that the consumer's reply may be answered by a representative or associate.

2. *Example.* The following example illustrates a limited-content message that includes the content described in both §1006.2(j)(1) and (2): "Hi, this is Robin Smith calling from ABC Inc. It is 4:15 p.m. on Wednesday, September 1. Please contact me or any of our representatives at 1-800-555-1212 today until 6:00 p.m. Eastern time, or any weekday from 8:00 a.m. to 6:00 p.m. Eastern time."

### Subpart B—Rules for FDCPA Debt Collectors

#### Section 1006.6—Communications in Connection With Debt Collection

##### 6(a) Consumer

##### Paragraph 6(a)(1)

1. *Spouse.* Section 1006.6(a)(1) provides that, for purposes of §1006.6, the term consumer includes a consumer's spouse. The surviving spouse of a deceased consumer is a spouse as that term is used in §1006.6(a)(1).

##### Paragraph 6(a)(2)

1. *Parent.* Section 1006.6(a)(2) provides that, for purposes of §1006.6, the term consumer includes a consumer's parent, if the consumer is a minor. A parent of a deceased minor consumer is a parent as that term is used in §1006.6(a)(2).

## Paragraph 6(a)(4)

1. *Personal representative.* Section 1006.6(a)(4) provides that, for purposes of §1006.6, the term consumer includes the executor or administrator of the consumer's estate, if the consumer is deceased. The terms executor or administrator include the personal representative of the consumer's estate. A personal representative is any person who is authorized to act on behalf of the deceased consumer's estate. Persons with such authority may include personal representatives under the informal probate and summary administration procedures of many States, persons appointed as universal successors, persons who sign declarations or affidavits to effectuate the transfer of estate assets, and persons who dispose of the deceased consumer's financial assets or other assets of monetary value extrajudicially.

## 6(b) Communications With a Consumer

## 6(b)(1) Prohibitions Regarding Unusual or Inconvenient Times or Places

1. *Designation of inconvenience.* Section 1006.6(b)(1) prohibits a debt collector from, among other things, communicating or attempting to communicate with a consumer in connection with the collection of any debt at a time or place that the debt collector knows or should know is inconvenient to the consumer, unless an exception in §1006.6(b)(4) applies. For example, a debt collector knows or should know that a time or place is inconvenient to a consumer if the consumer uses the word "inconvenient" to notify the debt collector. In addition, depending on the facts and circumstances, the debt collector knows or should know that a time or place is inconvenient even if the consumer does not specifically state to the debt collector that a time or place is "inconvenient." The debt collector may ask follow-up questions regarding whether a time or place is convenient to clarify statements by the consumer. For example:

i. Assume that a creditor places a debt for collection with a debt collector. To facilitate collection of the debt, the creditor provides the debt collector a file that includes recent notes stating that the consumer cannot be disturbed on Tuesdays and Thursdays through the end of the calendar year. Based on these facts, the debt collector knows or should know that Tuesdays and Thursdays through the end of the calendar year are inconvenient to the consumer. Unless the consumer informs the debt collector that those times are no longer inconvenient, §1006.6(b)(1)(i) prohibits the debt collector from communicating or attempting to communicate with the consumer on those days through the end of the calendar year.

ii. Assume that a debt collector calls a consumer. The consumer answers the call

but states "I am busy" or "I cannot talk now." The debt collector asks the consumer when would be a convenient time. The consumer responds, "on weekdays, except from 3:00 p.m. to 5:00 p.m." The debt collector asks the consumer whether there would be a convenient time on weekends. The consumer responds "no." Based on these facts, the debt collector knows or should know that the time period between 3:00 p.m. and 5:00 p.m. on weekdays, and all times on weekends, are inconvenient to the consumer. Thereafter, unless the consumer informs the debt collector that those times are no longer inconvenient, §1006.6(b)(1)(i) prohibits the debt collector from communicating or attempting to communicate with the consumer at those times.

iii. Assume that a consumer tells a debt collector not to communicate with the consumer at a particular place, such as the consumer's home. The debt collector asks whether the consumer intends to prohibit the debt collector from communicating with the consumer through all media associated with the consumer's home, including, for example, mail. Absent such additional information, the debt collector knows or should know that communications to the consumer at home, including mail to the consumer's home address and calls to the consumer's home landline telephone number, are inconvenient. Thereafter, unless the consumer informs the debt collector that the place is no longer inconvenient, §1006.6(b)(1)(ii) prohibits the debt collector from communicating or attempting to communicate with the consumer at the consumer's home. See comment 6(b)(1)(ii)-1 for additional guidance regarding communications or attempts to communicate at an inconvenient place.

2. *Consumer-initiated communication.* If a consumer initiates a communication with a debt collector at a time or from a place that the consumer previously designated as inconvenient, the debt collector may respond once at that time or place through the same medium of communication used by the consumer. (For more on medium of communication, see §1006.14(h) and its associated commentary.) After that response, §1006.6(b)(1) prohibits the debt collector from communicating or attempting to communicate further with the consumer at that time or place until the consumer conveys that the time or place is no longer inconvenient, unless an exception in §1006.6(b)(4) applies. For example:

i. Assume the same facts as in comment 6(b)(1)-1.ii, except that, after the consumer tells the debt collector that weekdays from 3:00 p.m. to 5:00 p.m. and weekends are inconvenient, the consumer sends an email message to the debt collector at 3:30 p.m. on Wednesday. Based on these facts, §1006.6(b)(1)(i) does not prohibit the debt collector from responding once by email message before 5:00 p.m. on that day. Unless the

consumer informs the debt collector that those times are no longer inconvenient, §1006.6(b)(1)(i) prohibits the debt collector from future communications or attempts to communicate with the consumer on weekdays between 3:00 p.m. and 5:00 p.m. and on weekends. Additionally, if the consumer responds to the debt collector's email message, the debt collector may continue to respond once to each consumer-initiated email message before 5:00 p.m. on that day.

ii. Assume the same facts as in comment 6(b)(1)-1.iii, except that, after the consumer tells the debt collector not to communicate with the consumer at home, the consumer calls the debt collector from the consumer's home landline telephone number. Based on these facts, §1006.6(b)(1)(ii) does not prohibit the debt collector from responding once by communicating with the consumer on that telephone call. Unless the consumer informs the debt collector that the place is no longer inconvenient, §1006.6(b)(1)(i) prohibits the debt collector from future communications or attempts to communicate with the consumer at home.

iii. Assume that a consumer tells a debt collector that all communications to the consumer on Friday every week are inconvenient to the consumer. On a Friday, the consumer visits the debt collector's website and uses the debt collector's mobile application. Based on these facts, while the consumer navigates the website or uses the mobile application, §1006.6(b)(1)(i) does not prohibit the debt collector from conveying information to the consumer about the debt through the website or mobile application. Once the consumer stops navigating the website or using the mobile application, however, §1006.6(b)(1)(i) prohibits the debt collector from further communications or attempts to communicate on that day. And unless the consumer informs the debt collector that those times are no longer inconvenient, §1006.6(b)(1)(i) prohibits the debt collector from future communications or attempts to communicate with the consumer on Fridays.

iv. Assume the same facts as in comment 6(b)(1)-2.iii, except that after the consumer visits the debt collector's website and uses the debt collector's mobile application, the consumer sends an email message to the debt collector at 8:30 p.m. on Friday. Based on these facts, §1006.6(b)(1)(i) does not prohibit the debt collector from responding once, such as by sending an automated email message reply generated in response to the consumer's email message. Unless the consumer informs the debt collector that those times are no longer inconvenient, §1006.6(b)(1)(i) prohibits the debt collector from future communications or attempts to communicate with the consumer on Fridays.

#### Paragraph 6(b)(1)(i)

1. *Time of electronic communication.* Section 1006.6(b)(1)(i) prohibits a debt collector from communicating or attempting to communicate, including through electronic communication media, at any unusual time, or at a time that the debt collector knows or should know is inconvenient to the consumer. For purposes of determining the time of an electronic communication, such as an email or text message, under §1006.6(b)(1)(i), an electronic communication occurs when the debt collector sends it, not, for example, when the consumer receives or views it.

2. *Consumer's location.* Under §1006.6(b)(1)(i), in the absence of a debt collector's knowledge of circumstances to the contrary, an inconvenient time for communicating with a consumer is before 8:00 a.m. and after 9:00 p.m. local time at the consumer's location. If a debt collector has conflicting or ambiguous information regarding a consumer's location, then, in the absence of knowledge of circumstances to the contrary, the debt collector complies with §1006.6(b)(1)(i) if the debt collector communicates or attempts to communicate with the consumer at a time that would be convenient in all of the locations at which the debt collector's information indicates the consumer might be located. The following examples, which assume that the debt collector has no information about times the consumer considers inconvenient or other information about the consumer's location, illustrate the rule.

i. Assume that a debt collector's information indicates that a consumer has a mobile telephone number with an area code associated with the Eastern time zone and a residential address in the Pacific time zone. The convenient times to communicate with the consumer are after 11:00 a.m. Eastern time (8:00 a.m. Pacific time) and before 9:00 p.m. Eastern time (6:00 p.m. Pacific time).

ii. Assume that a debt collector's information indicates that a consumer has a mobile telephone number with an area code associated with the Eastern time zone and a landline telephone number with an area code associated with the Mountain time zone. The convenient times to communicate with the consumer are after 10:00 a.m. Eastern time (8:00 a.m. Mountain time) and before 9:00 p.m. Eastern time (7:00 p.m. Mountain time).

#### Paragraph 6(b)(1)(ii)

1. *Communications or attempts to communicate at unusual or inconvenient places.* Section 1006.6(b)(1)(ii) prohibits a debt collector from communicating or attempting to communicate with a consumer in connection with the collection of any debt at any unusual place, or at a place that the debt collector knows or should know is inconvenient to the consumer. Some communication media, such as mailing addresses and



landline telephone numbers, are associated with a place. Pursuant to §1006.6(b)(1)(ii), a debt collector must not communicate or attempt to communicate with a consumer through media associated with an unusual place, or with a place that the debt collector knows or should know is inconvenient to the consumer. Other communication media, such as email addresses and mobile telephone numbers, are not associated with a place. Section 1006.6(b)(1)(ii) does not prohibit a debt collector from communicating or attempting to communicate with a consumer through such media unless the debt collector knows that the consumer is at an unusual place, or at a place that the debt collector knows or should know is inconvenient to the consumer. For example:

i. Assume the same facts as in comment 6(b)(1)-1.iii. Unless the debt collector knows that the consumer is at home, a telephone call to the consumer's mobile telephone number or an electronic communication, including, for example, an email message or a text message to the consumer's mobile telephone, does not violate §1006.6(b)(1)(ii) even if the consumer receives or views the communication while at home.

#### 6(b)(2) Prohibitions Regarding Consumer Represented by an Attorney

1. *Consumer-initiated communications.* A consumer-initiated communication from a consumer represented by an attorney constitutes the consumer's prior consent to that communication under §1006.6(b)(4)(i); therefore, a debt collector may respond to that consumer-initiated communication. However, the consumer's act of initiating the communication does not negate the debt collector's knowledge that the consumer is represented by an attorney and does not revoke the protections afforded the consumer under §1006.6(b)(2). After the debt collector's response, the debt collector must not communicate or attempt to communicate further with the consumer unless the debt collector knows the consumer is not represented by an attorney with respect to the debt, either based on information from the consumer or the consumer's attorney, or unless an exception under §1006.6(b)(2)(i) or (ii) or §1006.6(b)(4) applies.

#### 6(b)(3) Prohibitions Regarding Consumer's Place of Employment

1. *Communications at consumer's place of employment.* Section 1006.6(b)(3) prohibits a debt collector from communicating or attempting to communicate with a consumer in connection with the collection of any debt at the consumer's place of employment, if the debt collector knows or has reason to know that the consumer's employer prohibits the consumer from receiving such communication. A debt collector knows or has reason to

know that a consumer's employer prohibits the consumer from receiving such communication if, for example, the consumer tells the debt collector that the consumer cannot take personal calls at work. The debt collector may ask follow-up questions regarding the employer's prohibitions or limitations on contacting the consumer at the place of employment to clarify statements by the consumer.

2. *Employer-provided email.* For special rules regarding employer-provided email addresses, see §1006.22(f)(3) and its associated commentary.

#### 6(b)(4) Exceptions

##### Paragraph 6(b)(4)(i)

1. *Prior consent—in general.* Section 1006.6(b)(4)(i) provides, in part, that the prohibitions in §1006.6(b)(1) through (3) on a debt collector communicating or attempting to communicate with a consumer in connection with the collection of any debt do not apply if the debt collector communicates or attempts to communicate with the prior consent of the consumer. If the debt collector learns during a communication that the debt collector is communicating with the consumer at an inconvenient time or place, for example, the debt collector may ask the consumer during that communication what time or place would be convenient. However, §1006.6(b)(4)(i) prohibits the debt collector from asking the consumer to consent to the continuation of that inconvenient communication.

2. *Directly to the debt collector.* Section 1006.6(b)(4)(i) requires the prior consent of the consumer to be given directly to the debt collector. For example, a debt collector cannot rely on the prior consent of the consumer given to a creditor or to a previous debt collector.

#### 6(c) Communications With a Consumer—After Refusal To Pay or Cease Communication Notice

##### 6(c)(1) Prohibitions

1. *Notification complete upon receipt.* If, pursuant to §1006.6(c)(1), a consumer notifies a debt collector in writing or electronically using a medium of electronic communication through which a debt collector accepts electronic communications from consumers that the consumer either refuses to pay a debt or wants the debt collector to cease further communication with the consumer, notification is complete upon the debt collector's receipt of that information. The following example illustrates the rule.

i. Assume that on August 3, a consumer places in the mail a written notification to a debt collector that the consumer either refuses to pay a debt or wants the debt collector to cease further communication with

## Pt. 1006, Supp. I

the consumer pursuant to §1006.6(c)(1). On August 4, the debt collector sends the consumer an email message. The debt collector receives the consumer's written notification on August 6. Because the consumer's notification is complete upon the debt collector's receipt of that information on August 6, the debt collector's email message communication on August 4 does not violate §1006.6(c)(1).

2. *Interpretation of the E-SIGN Act.* Comment 6(c)(1)–1 constitutes the Bureau's interpretation of section 101 of the E-SIGN Act as applied to FDCPA section 805(c). Under this interpretation, section 101(a) of the E-SIGN Act enables a consumer to satisfy the requirement in FDCPA section 805(c) that the consumer's notification of the debt collector be "in writing" through an electronic request. Further, because the consumer may only satisfy the writing requirement using a medium of electronic communication through which a debt collector accepts electronic communications from consumers, section 101(b) of the E-SIGN Act is not contravened.

### 6(c)(2) Exceptions

1. *Written early intervention notice for mortgage servicers.* The Bureau has interpreted the written early intervention notice required by 12 CFR 1024.39(d)(3) to fall within the exceptions to the cease communication provision in FDCPA section 805(c)(2) and (3). See 12 CFR 1024.39(d)(3), its commentary, and the Bureau's 2016 FDCPA Interpretive Rule (81 FR 71977 (Oct. 19, 2016)).

2. *Other mortgage servicing rule provisions.* Notwithstanding a consumer's cease communication request pursuant to §1006.6(c)(1), a mortgage servicer who is subject to the FDCPA with respect to a mortgage loan is not liable under the FDCPA for complying with certain servicing rule provisions, including requirements to provide a consumer with disclosures regarding the forced placement of hazard insurance as required by 12 CFR 1024.37, a disclosure regarding an adjustable-rate mortgage's initial interest rate adjustment as required by 12 CFR 1026.20(d), and a periodic statement for each billing cycle as required by 12 CFR 1026.41. See CFPB Bulletin 2013-12 (Oct. 15, 2013) providing implementation guidance for certain mortgage servicing rules.

### 6(d) Communications With Third Parties

#### 6(d)(2) Exceptions

1. *Prior consent.* See the commentary to §1006.6(b)(4)(i) for guidance concerning a consumer giving prior consent directly to a debt collector.

## 12 CFR Ch. X (1–1–24 Edition)

### 6(d)(3) Reasonable Procedures for Email and Text Message Communications

#### Paragraph 6(d)(3)(ii)

1. *Knowledge of prohibited disclosure.* For purposes of §1006.6(d)(3)(ii), a debt collector knows that sending an email to an email address or a text message to a telephone number has led to a disclosure prohibited by §1006.6(d)(1) if any person has informed the debt collector of that fact.

### 6(d)(4) Procedures for Email Addresses

#### 6(d)(4)(i) Procedures Based on Communication Between the Consumer and the Debt Collector

##### Paragraph 6(d)(4)(i)(B)

1. *Prior consent—in general.* Section 1006.6(d)(4)(i)(B) provides that, for purposes of §1006.6(d)(3)(i), a debt collector may send an email to an email address if, among other things, the debt collector has received directly from the consumer prior consent to use the email address to communicate with the consumer about the debt. For purposes of §1006.6(d)(4)(i)(B), a consumer may provide consent directly to a debt collector through any medium of communication, such as in writing, electronically, or orally.

2. *Prior consent—consumer-provided email address.* If a consumer provides an email address to a debt collector (including on the debt collector's website or online portal), the debt collector may treat the consumer as having consented directly to the debt collector's use of the email address to communicate with the consumer about the debt for purposes of §1006.6(d)(4)(i)(B) if the debt collector discloses clearly and conspicuously that the debt collector may use the email address to communicate with the consumer about the debt.

### 6(d)(4)(ii) Procedures Based on Communication by the Creditor

#### Paragraph 6(d)(4)(ii)(B)

1. *Communications about the account.* Section 1006.6(d)(4)(ii)(B) provides that, for purposes of §1006.6(d)(3)(i), a debt collector may send an email to an email address if, among other things, the creditor used the email address to communicate with the consumer about the account giving rise to the debt. For purposes of §1006.6(d)(4)(ii)(B), communications about the account include, for example, required disclosures, bills, invoices, periodic statements, payment reminders, and payment confirmations. Communications about the account do not include, for example, marketing or advertising materials unrelated to the consumer's account.

## Paragraph 6(d)(4)(ii)(C)

1. *Clear and conspicuous.* Clear and conspicuous means readily understandable. In the case of written and electronic disclosures, the location and type size also must be readily noticeable and legible to consumers, although no minimum type size is mandated.

2. *Sample language.* Section 1006.6(d)(4)(ii)(C) provides that, for purposes of §1006.6(d)(3)(i), a debt collector may send an email to an email address if, among other things, the creditor sent the consumer a written or electronic notice that clearly and conspicuously disclosed that the debt would be transferred to the debt collector; that the debt collector might use the email address to communicate with the consumer about the debt; that, if others have access to this email address, then it is possible they may see the emails; instructions for a reasonable and simple method by which the consumer could opt out of such communications; and the date by which the debt collector or creditor must receive the consumer's request to opt out.

i. When a creditor sends the notice in writing, the creditor may use, but is not required to use, the following language to satisfy §1006.6(d)(4)(ii)(C): "We are transferring your account to ABC debt collector, and we are providing ABC debt collector with the following email address for you: [email address]. ABC debt collector may use this email address to communicate with you about the debt. If others have access to this email address, then it is possible they may see the emails. If you would like to opt out of communications by ABC debt collector to [email address], please fill out the enclosed form and return it in the enclosed envelope so that we receive it by [date]."

ii. When a creditor sends the notice electronically, the creditor may use, but is not required to use, the following language to satisfy §1006.6(d)(4)(ii)(C): "We are transferring your account to ABC debt collector, and we are providing ABC debt collector with the following email address for you: [email address]. ABC debt collector may use this email address to communicate with you about the debt. If others have access to this email address, then it is possible they may see the emails. If you would like to opt out of communications by ABC debt collector to [email address], please click here by [date]."

3. *Combined notice.* A notice provided by the creditor under §1006.6(d)(4)(ii)(C) may be contained in a larger communication that conveys other information, as long as the notice is clear and conspicuous.

## Paragraph 6(d)(4)(ii)(C)(1)

1. *Identification of the debt collector.* Under §1006.6(d)(4)(ii)(C)(1), the notice must clearly and conspicuously disclose, among other things, that the debt has been or will be

transferred to the debt collector. To satisfy this requirement, the notice must identify the name of the specific debt collector to which the debt has been or will be transferred.

## Paragraph 6(d)(4)(ii)(C)(4)

1. *Reasonable and simple method to opt out.* Under §1006.6(d)(4)(ii)(C)(4), the notice must clearly and conspicuously disclose instructions for a reasonable and simple method by which the consumer can opt out of the debt collector's use of the email address to communicate about the debt. The following examples illustrate the rule.

i. When the creditor sends the notice in writing, reasonable and simple methods for opting out include providing a reply form and a pre-addressed envelope together with the opt-out notice. Requiring a consumer to call or write to obtain a form for opting out, rather than including the form with the opt-out notice, does not meet the requirement to provide a reasonable and simple method for opting out.

ii. When the creditor sends the notice electronically, reasonable and simple methods for opting out include providing an electronic means to opt out, such as a hyperlink, or allowing the consumer to opt out by replying to the communication with the word "stop." Requiring a consumer who receives the opt-out notice electronically to opt out by postal mail, telephone, or visiting a website without providing a link does not meet the requirement to provide a reasonable and simple method for opting out.

## Paragraph 6(d)(4)(ii)(C)(5)

1. *Recipient of opt-out request.* Under §1006.6(d)(4)(ii)(C)(5), the notice must clearly and conspicuously disclose the date by which a debt collector or creditor must receive a consumer's request to opt out, which must be at least 35 days after the date the notice is sent. The notice may instruct the consumer to respond to the debt collector or to the creditor but not to both.

## Paragraph 6(d)(4)(ii)(D)

1. *Effect of opt-out request after expiration of opt-out period.* If a consumer requests after the expiration of the opt-out period that the debt collector not communicate using the email address identified in the opt-out notice, such as by returning the notice or opting out under §1006.6(e), §1006.14(h)(1) prohibits the debt collector from communicating or attempting to communicate with the consumer using that email address. If the consumer requests after the expiration of the opt-out period that the debt collector not communicate with the consumer by email, §1006.14(h)(1) prohibits the debt collector from communicating or attempting to communicate with the consumer by email,

including by using the specific email address identified in the notice. For more on prohibited communication media and certain exceptions, see §1006.14(h) and its associated commentary. If after the expiration of the opt-out period the consumer notifies the debt collector in writing or electronically using a medium of electronic communication through which a debt collector accepts electronic communications from consumers that the consumer refuses to pay the debt or wants the debt collector to cease further communication with the consumer, §1006.6(c)(1) prohibits the debt collector from communicating or attempting to communicate with the consumer with respect to the debt, subject to the exceptions in §1006.6(c)(2). For more on communications with a consumer after refusal to pay or a cease communication notice, see §1006.6(c) and its associated commentary.

2. *Scope of opt-out request.* In the absence of evidence that the consumer refuses to pay the debt or wants the debt collector to cease all communication with the consumer, a consumer's request under §1006.6(d)(4)(ii)(D) to opt out of a debt collector's use of a particular email address to communicate with the consumer by email does not constitute a notification to cease further communication with respect to the debt under §1006.6(c)(1).

#### Paragraph 6(d)(4)(ii)(E)

1. *Domain name available for use by the general public.* Under §1006.6(d)(4)(ii)(E), the domain name of an email address is available for use by the general public when multiple members of the general public are permitted to use the same domain name, whether for free or through a paid subscription. Such a name does not include one that is reserved for use by specific registrants, such as a domain name branded for use by a particular commercial entity (e.g., *john.doe@springsidemortgage.com*) or reserved for particular types of institutions (e.g., *john.doe@agency.gov*, *john.doe@university.edu*, or *john.doe@nonprofit.org*).

2. *Knowledge of employer-provided email address.* For purposes of §1006.6(d)(4)(ii)(E), a debt collector knows that an email address is provided by the consumer's employer if any person has informed the debt collector that the address is employer provided. However, §1006.6(d)(4)(ii)(E) does not require a debt collector to conduct a manual review of consumer accounts to determine whether an email address might be employer provided.

#### 6(d)(4)(iii) Procedures Based on Communication by the Prior Debt Collector

1. *Immediately prior debt collector.* Section 1006.6(d)(4)(iii) provides that, for purposes of §1006.6(d)(3)(i), a debt collector may send an email to an email address if, among other things, the immediately prior debt collector

used the email address to communicate with the consumer about the debt. For purposes of §1006.6(d)(4)(iii), the immediately prior debt collector is the debt collector immediately preceding the current debt collector. For example, if ABC debt collector returns a debt to the creditor and the creditor places the debt with XYZ debt collector, ABC debt collector is the immediately prior debt collector for purposes of §1006.6(d)(4)(iii).

2. *Examples.* The following examples illustrate the rule.

i. After obtaining a consumer's email address in accordance with the procedures in §1006.6(d)(4)(i) or (ii), ABC debt collector communicates with the consumer about the debt using that email address and the consumer does not opt out. ABC debt collector returns the debt to the creditor, who places it with XYZ debt collector. XYZ debt collector communicates with the consumer about the debt using the email address obtained by ABC debt collector. Assuming that the requirements of §1006.6(d)(3)(ii) are satisfied, XYZ debt collector may have a bona fide error defense to civil liability for any unintentional third-party disclosure that occurs during that communication because a prior debt collector (i.e., ABC debt collector) obtained the email address in accordance with the procedures in §1006.6(d)(4)(i) or (ii), the immediately prior debt collector (i.e., ABC debt collector) used the email address to communicate with the consumer about the debt, and the consumer did not opt out of such communications by ABC debt collector.

ii. After obtaining a consumer's email address in accordance with the procedures in §1006.6(d)(4)(i) or (ii), ABC debt collector communicates with the consumer about the debt using that email address and the consumer does not opt out. ABC debt collector returns the debt to the creditor, who places it with EFG debt collector. EFG debt collector communicates with the consumer about the debt using the email address obtained by ABC debt collector, and the consumer does not opt out. EFG debt collector returns the debt to the creditor, who places it with XYZ debt collector. XYZ debt collector communicates with the consumer about the debt using the email address obtained by ABC debt collector and used by EFG debt collector. Assuming that the requirements of §1006.6(d)(3)(ii) are satisfied, XYZ debt collector may have a bona fide error defense to civil liability for any unintentional third-party disclosure that occurs during that communication because a prior debt collector (i.e., ABC debt collector) obtained the email address in accordance with the procedures in §1006.6(d)(4)(i) or (ii), the immediately prior debt collector (i.e., EFG debt collector) used the email address to communicate with the consumer about the debt, and the consumer did not opt out of such communications by EFG debt collector.

iii. After obtaining a consumer's email address in accordance with the procedures in §1006.6(d)(4)(i) or (ii), ABC debt collector communicates with the consumer about the debt using that email address and the consumer does not opt out. ABC debt collector returns the debt to the creditor, who places it with EFG debt collector, who chooses not to communicate with the consumer by email. EFG debt collector returns the debt to the creditor, who places it with XYZ debt collector. XYZ debt collector communicates with the consumer about the debt using the email address obtained by ABC debt collector. Section 1006.6(d)(4)(iii) does not provide XYZ debt collector with a bona fide error defense to civil liability for any unintentional third-party disclosure that occurs during that communication because the immediately prior debt collector (*i.e.*, EFG debt collector) did not use the email address to communicate with the consumer about the debt.

#### 6(d)(5) Procedures for Telephone Numbers for Text Messages

1. *Complete and accurate database.* Section 1006.6(d)(5)(i) and (ii) provides that, for purposes of §1006.6(d)(3)(i), a debt collector may send a text message to a telephone number if, among other things, the debt collector confirms, using a complete and accurate database, that the telephone number has not been reassigned from the consumer to another user. For purposes of §1006.6(d)(5)(i) and (ii), the database established by the FCC in *In re Advanced Methods to Target & Eliminate Unlawful Robocalls* (33 FCC Rcd. 12024 (Dec. 12, 2018)) qualifies as a complete and accurate database, as does any commercially available database that is substantially similar in terms of completeness and accuracy to the FCC's database.

##### Paragraph 6(d)(5)(i)

1. *Response to telephone call by consumer.* Section 1006.6(d)(5)(i) provides that, for purposes of §1006.6(d)(3)(i), a debt collector may send a text message to a telephone number if, among other things, the consumer used the telephone number to communicate by text message with the debt collector about the debt. Section 1006.6(d)(5)(i) does not apply if the consumer used the telephone number to communicate only by telephone call with the debt collector about the debt.

##### Paragraph 6(d)(5)(ii)

1. *Prior consent.* See comment 6(d)(4)(i)(B)-1 for guidance concerning how a consumer may provide prior consent directly to a debt collector. See comment 6(d)(4)(i)(B)-2 for guidance concerning when a debt collector may treat a consumer who provides a telephone number for text messages as having consented directly to the debt collector.

#### 6(e) Opt-Out Notice for Electronic Communications or Attempts To Communicate

1. *In general.* Section 1006.6(e) requires a debt collector who communicates or attempts to communicate with a consumer electronically in connection with the collection of a debt using a specific email address, telephone number for text messages, or other electronic-medium address to include in such communication or attempt to communicate a clear and conspicuous statement describing a reasonable and simple method by which the consumer can opt out of further electronic communications or attempts to communicate by the debt collector to that address or telephone number. See comment 6(d)(4)(ii)(C)-1 for guidance on the meaning of clear and conspicuous. See comment 6(d)(4)(ii)(C)(4)-1 for guidance on the meaning of reasonable and simple. The following examples illustrate the rule.

i. Assume that a debt collector sends a text message to a consumer's mobile telephone number. The text message includes the following instruction: "Reply STOP to stop texts to this telephone number." Assuming that it is readily noticeable and legible to consumers, this instruction constitutes a clear and conspicuous statement describing a reasonable and simple method to opt out of receiving further text messages from the debt collector to that telephone number consistent with §1006.6(e). No minimum type size is mandated.

ii. Assume that a debt collector sends the consumer an email that includes a hyperlink labeled: "Click here to opt out of further emails to this email address." Assuming that it is readily noticeable and legible to consumers, this instruction constitutes a clear and conspicuous statement describing a reasonable and simple method to opt out of receiving further emails from the debt collector to that email address consistent with §1006.6(e). No minimum type size is mandated.

iii. Assume that a debt collector sends the consumer an email that includes instructions in a textual format explaining that the consumer may opt out of receiving further email communications from the debt collector to that email address by replying with the word "stop" in the subject line. Assuming that it is readily noticeable and legible to consumers, this instruction constitutes a clear and conspicuous statement describing a reasonable and simple method to opt out of receiving further emails from the debt collector to that email address consistent with §1006.6(e). No minimum type size is mandated.

**Pt. 1006, Supp. I**

**12 CFR Ch. X (1–1–24 Edition)**

**Section 1006.10—Acquisition of Location Information**

**10(a) Definition**

1. *Location information about deceased consumers.* If a consumer obligated or allegedly obligated to pay any debt is deceased, location information includes the information described in §1006.10(a) for a person who is authorized to act on behalf of the deceased consumer's estate, as described in §1006.6(a)(4) and its associated commentary.

**10(b) Form and Content of Location Communications**

**Paragraph 10(b)(2)**

1. *Executors, administrators, or personal representatives of a deceased consumer's estate.* Section 1006.10(b)(2) prohibits a debt collector who is communicating with any person other than the consumer for the purpose of acquiring location information about the consumer from stating that the consumer owes any debt. If the consumer obligated or allegedly obligated to pay the debt is deceased, and the debt collector is attempting to locate the person who is authorized to act on behalf of the deceased consumer's estate, the debt collector does not violate §1006.10(b)(2) by stating that the debt collector is seeking to identify and locate the person who is authorized to act on behalf of the deceased consumer's estate. The debt collector may also state that the debt collector is seeking to identify and locate the person handling the financial affairs of the deceased consumer. For more on executors, administrators, and personal representatives, see §1006.6(a)(4) and its associated commentary.

**Section 1006.14—Harassing, Oppressive, or Abusive Conduct**

**14(a) In General**

1. *General prohibition.* Section 1006.14(a), which implements FDCPA section 806 (15 U.S.C. 1692d), sets forth a general standard that prohibits a debt collector from engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. The general prohibition covers the specific conduct described in §1006.14(b) through (h), as well as any conduct by the debt collector that is not specifically prohibited by §1006.14(b) through (h) but the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Such conduct can occur regardless of the communication media the debt collector uses, including in-person interactions, telephone calls, audio recordings, paper documents, mail, email, text messages, social media, or other electronic

media, even if not specifically addressed by §1006.14(b) through (h). The following example illustrates the rule.

i. Assume that, in connection with the collection of a debt, a debt collector sends a consumer numerous, unsolicited text messages per day for several consecutive days. The consumer does not respond. Assume further that the debt collector does not communicate or attempt to communicate with the consumer using any other communication medium and that, by sending the text messages, the debt collector has not violated §1006.14(b) through (h). Even though the debt collector's conduct does not violate any specific prohibition under §1006.14(b) through (h), it is likely that the natural consequence of the debt collector's text messages is to harass, oppress, or abuse the person receiving the text messages; when such natural consequence occurs, the debt collector has violated §1006.14(a) and FDCPA section 806.

2. *Cumulative effect of conduct.* Whether a debt collector's conduct violates the general standard in §1006.14(a) may depend on the cumulative effect of the debt collector's conduct through any communication medium the debt collector uses, including in-person interactions, telephone calls, audio recordings, paper documents, mail, email, text messages, social media, or other electronic media. Depending on the facts and circumstances, conduct that on its own would violate neither the general prohibition in §1006.14(a), nor any specific prohibition in §1006.14(b) through (h), nonetheless may violate §1006.14(a) when such conduct is evaluated cumulatively with other conduct. The following example illustrates the rule as applied to a debt collector who uses multiple communication media to communicate or attempt to communicate with a person.

i. Assume that a debt collector places seven unanswered telephone calls within seven consecutive days to a consumer in connection with the collection of a debt. During this same period, the debt collector also sends multiple additional unsolicited emails about the debt to the consumer. The consumer does not respond. The frequency of the debt collector's telephone calls during the seven-day period does not exceed the telephone call frequencies described in §1006.14(b)(2)(i), so the debt collector is presumed to comply with §1006.14(b)(1). Assume further that no evidence is offered to rebut the presumption of compliance, such that the debt collector complies with §1006.14(b)(1). Also assume that, for purposes of this illustrative example only, the frequency of the debt collector's emails alone does not violate §1006.14(a). It nevertheless is likely that the cumulative effect of the debt collector's telephone calls and emails is harassment; when such natural consequence occurs, the debt collector has violated §1006.14(a) and FDCPA section 806.

14(b) Repeated or Continuous Telephone  
Calls or Telephone Conversations

1. *Placing telephone calls repeatedly or continuously.* Section 1006.14(b) prohibits a debt collector from, in connection with the collection of a debt, placing telephone calls or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number, and it describes when a debt collector is presumed to have complied with or violated that prohibition. For purposes of §1006.14(b)(1) through (4), “placing a telephone call” includes conveying a ringless voicemail but does not include sending an electronic message (*e.g.*, a text message or an email) that may be received on a mobile telephone.

14(b)(1) In General

1. *Effect of compliance.* A debt collector who complies with §1006.14(b)(1) and FDCPA section 806(5) (15 U.S.C. 1692d(5)) complies with §1006.14(a) and FDCPA section 806 (15 U.S.C. 1692d) solely with respect to the frequency of its telephone calls. The debt collector nevertheless could violate §1006.14(a) and FDCPA section 806 if the natural consequence of another aspect of the debt collector’s telephone calls, unrelated to frequency, is to harass, oppress, or abuse any person in connection with the collection of a debt. See also comment 14(a)–2 regarding the cumulative effect of the debt collector’s conduct.

2. *Example.* Assume that a debt collector communicates or attempts to communicate with a consumer about a particular debt only by telephone. The debt collector does not exceed either of the telephone call frequencies described in §1006.14(b)(2)(i). Under §1006.14(b)(2)(i), the debt collector is presumed to comply with §1006.14(b)(1). Assume, further, that no evidence is offered to rebut that presumption of compliance. Pursuant to §1006.14(b)(1), the debt collector complies with §1006.14(a) and FDCPA section 806, but only with respect to the frequency of its telephone calls. Assume, however, that one of the debt collector’s telephone calls results in the debt collector leaving a voicemail that contains obscene language. Even though the debt collector does not violate §1006.14(a) and FDCPA section 806 based solely on the frequency of the telephone calls, the debt collector’s obscene voicemail would violate §1006.14(a) and (d) and FDCPA section 806 and 806(2) (15 U.S.C. 1692, 1692d(2)).

14(b)(2) Telephone Call Frequencies;  
Presumptions of Compliance and Violation

Paragraph 14(b)(2)(i)

1. *Presumption of compliance; examples.* Section 1006.14(b)(2)(i) provides that a debt collector is presumed to comply with §1006.14(b)(1) and FDCPA section 806(5) (15

U.S.C. 1692d(5)) if the debt collector places a telephone call to a particular person in connection with the collection of a particular debt neither: More than seven times within seven consecutive days (§1006.14(b)(2)(i)(A)); nor within a period of seven consecutive days after having had a telephone conversation with the person in connection with the collection of such debt (§1006.14(b)(2)(i)(B)). For the presumption of compliance to apply, the debt collector’s telephone call frequencies must not exceed either prong of §1006.14(b)(2)(i). The telephone call frequencies are subject to the exclusions in §1006.14(b)(3). In addition, for purposes of §1006.14(b)(2)(i)(B), the date of the telephone conversation is the first day of the seven-consecutive-day period. The following examples illustrate the rule.

i. On Wednesday, April 1, a debt collector first attempts to communicate with a consumer in connection with the collection of a credit card debt by placing a telephone call and leaving a limited-content message. Between Thursday, April 2, and Tuesday, April 7, the debt collector places six more telephone calls to the consumer about the debt, all of which go unanswered. As of Tuesday, April 7, the debt collector has placed seven telephone calls to the consumer in connection with the collection of the credit card debt within the period of seven consecutive days that started on Wednesday, April 1. Assume the debt collector does not place any additional telephone calls about the debt until Wednesday, April 8. Under §1006.14(b)(2)(i), the debt collector is presumed to comply with §1006.14(b)(1) and FDCPA section 806(5).

ii. On Thursday, August 13, a consumer places a telephone call to, and initiates a telephone conversation with, a debt collector regarding a particular debt. Assume that the debt collector does not place a telephone call to the consumer in connection with the collection of that debt again prior to Thursday, August 20. The debt collector is presumed to comply with §1006.14(b)(1) and FDCPA section 806(5).

iii. On Tuesday, October 6, a debt collector first attempts to communicate with a particular third party for the purpose of acquiring location information about a consumer by placing a telephone call to that third party. The call is unanswered. The debt collector places up to six more unanswered telephone calls to that third party for the purpose of acquiring location information about the consumer through Monday, October 12. The debt collector is presumed to comply with §1006.14(b)(1) and FDCPA section 806(5). See §1006.10(c) for further guidance concerning when a debt collector is prohibited from communicating with a person other than the consumer for the purpose of acquiring location information.

2. *Factors to rebut the presumption of compliance.* To rebut the presumption of compliance, it must be proven that a debt collector who did not place a telephone call in excess of either of the telephone call frequencies described in §1006.14(b)(2)(i) nevertheless placed a telephone call or engaged a person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number. For purposes of determining whether the presumption of compliance has been rebutted, it is assumed that debt collectors intend the natural consequence of their actions. Comments 14(b)(2)(i)–2.i through .iv provide a non-exhaustive list of factors that may rebut the presumption of compliance. The factors may be considered either individually or in combination with one another (or other non-specified factors). The factors may be viewed in light of any other relevant facts and circumstances and therefore may apply to varying degrees. Factors that may rebut the presumption of compliance include:

i. The frequency and pattern of telephone calls the debt collector places to a person, including the intervals between them. The considerations relevant to this factor include whether the debt collector placed telephone calls to a person in rapid succession (*e.g.*, two unanswered telephone calls to the same telephone number within five minutes) or in a highly concentrated manner (*e.g.*, seven telephone calls to the same telephone number within one day). For example, assume the same facts as in comment 14(b)(2)(i)–1.i, except assume that, after the debt collector placed the first telephone call to the consumer about the credit card debt on Wednesday, April 1, the debt collector placed six additional telephone calls to the consumer about that debt on Friday, April 3. Under §1006.14(b)(2)(i), the debt collector is presumed to comply with §1006.14(b)(1) and FDCPA section 806(5), but the high concentration of telephone calls on Friday, April 3, is a factor that may rebut the presumption of compliance.

ii. The frequency and pattern of any voicemails that the debt collector leaves for a person, including the intervals between them. The considerations relevant to this factor include whether the debt collector left voicemails for a person in rapid succession (*e.g.*, two voicemails within five minutes left at the same telephone number) or in a highly concentrated manner (*e.g.*, seven voicemails left at the same telephone number within one day).

iii. The content of a person's prior communications with the debt collector. Among the considerations relevant to this factor are whether the person previously informed the debt collector, for example, that the person did not wish to be contacted again about the particular debt, that the person was refusing to pay the particular debt, or that the person

did not owe the particular debt. This factor also includes a consumer's cease communication notification described in §1006.6(c) and a consumer's request under §1006.14(h) that the debt collector not use telephone calls to communicate or attempt to communicate with the consumer. The amount of time elapsed since any such prior communications also may be relevant to this factor.

iv. The debt collector's conduct in prior communications or attempts to communicate with the person. Among the considerations relevant to this factor are whether, during a prior communication or attempt to communicate with a person, the debt collector, for example, used obscene, profane, or otherwise abusive language (*see* §1006.14(d)), used or threatened to use violence or other criminal means to harm the person (*see* §1006.14(c)), or called at an inconvenient time or place (*see* §1006.6(b)(1)). The amount of time elapsed since any such prior communications or attempts to communicate also may be relevant to this factor.

3. *Misdirected telephone calls.* Section 1006.14(b)(2)(i) provides that a debt collector is presumed to comply with §1006.14(b)(1) and FDCPA section 806(5) (15 U.S.C. 1692d(5)) if the debt collector's telephone call frequencies do not exceed the telephone call frequencies described in §1006.14(b)(2)(i). If, within a period of seven consecutive days, a debt collector attempts to communicate with a particular person by placing telephone calls to a particular telephone number, and the debt collector then learns that the telephone number is not that person's number, the telephone calls that the debt collector made to that number are not considered to have been telephone calls placed to that person during that seven-consecutive-day period for purposes of §1006.14(b)(2)(i). For example:

i. Assume that a debt collector first attempts to communicate with a consumer on Monday, and again on Wednesday, by placing one unanswered telephone call to a particular telephone number on each of those days. On Thursday, the debt collector learns that the telephone number belongs to someone else and that the consumer does not answer telephone calls to that number. For purposes of §1006.14(b)(2)(i), the debt collector has not yet placed any telephone calls to that consumer during that seven-consecutive-day period.

#### Paragraph 14(b)(2)(ii)

1. *Presumption of a violation; examples.* Section 1006.14(b)(2)(ii) provides that a debt collector is presumed to violate §1006.14(b)(1) and FDCPA section 806(5) (15 U.S.C. 1692d(5)) if the debt collector places a telephone call to a particular person in connection with the collection of a particular debt in excess of either of the telephone call frequencies described in §1006.14(b)(2)(i). The telephone call



frequencies are subject to the exclusions in §1006.14(b)(3). The following examples illustrate the rule.

i. On Wednesday, April 1, a debt collector first attempts to communicate with a consumer in connection with the collection of a mortgage debt by placing a telephone call and leaving a limited-content message. On each of the next three business days (*i.e.*, on Thursday, April 2, Friday, April 3, and Monday, April 6), the debt collector places two additional telephone calls to the consumer about the debt, all of which go unanswered. On Tuesday, April 7, the debt collector places an additional telephone call to the consumer about the debt. The debt collector has placed a total of eight telephone calls to the consumer about the debt during the seven-day period starting Wednesday, April 1. None of the calls was subject to the exclusions in §1006.14(b)(3). The debt collector is presumed to violate §1006.14(b)(1) and FDCPA section 806(5).

ii. On Tuesday, August 11, a debt collector first attempts to communicate with a consumer in connection with the collection of a credit card debt by placing a telephone call to the consumer that the consumer does not answer. On Friday, August 14, the debt collector again places a telephone call to the consumer and has a telephone conversation with the consumer in connection with the collection of the debt. Subject to the exclusions in §1006.14(b)(3), the debt collector is presumed to violate §1006.14(b)(1) and FDCPA section 806(5) if the debt collector places a telephone call to the consumer in connection with the collection of that debt again prior to Friday, August 21.

2. *Factors to rebut the presumption of a violation.* To rebut the presumption of a violation, it must be proven that a debt collector who placed telephone calls in excess of either of the frequencies described in §1006.14(b)(2)(i) nevertheless did not place a telephone call or engage any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number. For purposes of determining whether the presumption of a violation has been rebutted, it is assumed that debt collectors intend the natural consequence of their actions. Comments 14(b)(2)(ii)–2.i through .iv provide a non-exhaustive list of factors that may rebut the presumption of a violation. The factors may be considered either individually or in combination with one another (or other non-specified factors). The factors may be viewed in light of any other relevant facts and circumstances and therefore may apply to varying degrees. Factors that may rebut the presumption of a violation include:

i. Whether a debt collector placed a telephone call to comply with, or as required by, applicable law. For example, assume the same facts as in comment 14(b)(2)(ii)–1.i, except assume that the debt collector placed

the final telephone call of the seven-consecutive-day period to inform the consumer of available loss mitigation options in compliance with the Bureau's mortgage servicing rules under Regulation X, 12 CFR 1024.39(a). The debt collector's compliance with applicable law is a factor that may rebut the presumption of a violation.

ii. Whether a debt collector placed a telephone call that was directly related to active litigation involving the collection of a particular debt. For example, assume the same facts as in comment 14(b)(2)(ii)–1.ii, except assume that, after the debt collector and the consumer had a telephone conversation about the credit card debt on Friday, August 14, the debt collector placed another telephone call to the consumer before Friday, August 21, to complete a court-ordered communication with the consumer about the debt, or as part of negotiations to settle active debt collection litigation regarding the debt. The direct relationship between the additional telephone call and the active debt collection litigation is a factor that may rebut the presumption of a violation.

iii. Whether a debt collector placed a telephone call in response to a consumer's request for additional information when the exclusion in §1006.14(b)(3)(i) for telephone calls made with the consumer's prior consent given directly to the debt collector did not apply. For example, assume the same facts as in comment 14(b)(2)(ii)–1.ii, except assume that, during the telephone conversation about the credit card debt on Friday, August 14, the consumer told the debt collector that the consumer would like more information about the amount of the debt but that the consumer could not talk at that moment. The consumer ended the telephone call before the debt collector could seek prior consent under §1006.14(b)(3)(i) to call back with the requested information. The debt collector placed another telephone call to the consumer prior to Friday, August 21, to provide the requested information. The fact that the debt collector placed the additional telephone call in response to the consumer's request is a factor that may rebut the presumption of a violation.

iv. Whether a debt collector placed a telephone call to convey information to the consumer that, as shown through evidence, would provide the consumer with an opportunity to avoid a demonstrably negative effect relating to the collection of the particular debt, where the negative effect was not in the debt collector's control, and where time was of the essence. For example, in each of the following three scenarios, assume the same facts as in comment 14(b)(2)(ii)–1.ii, and also assume that:

A. During the telephone conversation about the credit card debt on Friday, August 14, the debt collector and the consumer engaged in a lengthy conversation regarding

settlement terms, and, toward the end of the conversation, the telephone call dropped. The debt collector immediately placed an additional telephone call to the consumer to complete the conversation. The fact that the debt collector placed the telephone call to permit the debt collector and the consumer to complete the conversation about settlement terms, which provided the consumer an opportunity to avoid a demonstrably negative effect that was not in the debt collector's control (*i.e.*, having to repeat a substantive conversation with a potentially different representative of the debt collector) and where time was of the essence (*i.e.*, to prevent the delay of settlement negotiations by seven days) is a factor that may rebut the presumption of a violation.

B. The consumer previously entered into a payment plan with the debt collector regarding the credit card debt. The conditions for the payment plan were set by the creditor, and among those conditions is that only the creditor, in its sole discretion, may approve waivers of late fees. On Monday, August 17, the debt collector learned that the consumer's payment failed to process, and the applicable grace period was set to expire on Tuesday, August 18. The debt collector placed a telephone call to the consumer on Monday to remind the consumer that a late fee would be applied by the creditor for non-payment unless the consumer made the payment by the next day. The fact that the debt collector placed the telephone call to alert the consumer to the pending penalty, giving the consumer an opportunity to avoid a demonstrably negative effect that was not in the debt collector's control and where time was of the essence, is a factor that may rebut the presumption of a violation.

C. On Monday, August 17, the debt collector placed a telephone call to the consumer to offer the consumer a "one-time only" discount on the payment of the credit card debt. The debt collector stated that the offer would expire the next day when, in fact, the debt collector could have offered the same or a similar discount through the end of August. Because the negative effect on the consumer was in the debt collector's control, the discount offer is not a factor that may rebut the presumption of a violation.

#### 14(b)(3) Certain Telephone Calls Excluded From Telephone Call Frequencies

##### Paragraph 14(b)(3)(i)

1. *Prior consent.* Section 1006.14(b)(3)(i) excludes from the telephone call frequencies described in §1006.14(b)(2) certain telephone calls placed to a person who gives prior consent. See §1006.6(b)(4)(i) and its associated commentary for guidance about giving prior consent directly to a debt collector. Nothing in §1006.14(b)(3)(i) regarding prior consent for telephone call frequencies permits a debt

collector to communicate, or attempt to communicate, with a consumer as prohibited by §§1006.6(b) and 1006.14(h).

2. *Duration of prior consent.* For purposes of §1006.14(b)(3)(i), if a person gives prior consent for additional telephone calls about a particular debt directly to a debt collector, any telephone calls that the debt collector thereafter places to the person about that particular debt do not count toward the telephone call frequencies described in §1006.14(b)(2) for a period of up to seven consecutive days. A person's prior consent may expire before the conclusion of the seven-consecutive-day period. A person's prior consent expires when any of the following occurs: (1) The person consented to the additional telephone calls for a shorter time period and such time period has ended; (2) the person revokes such prior consent; or (3) the debt collector has a telephone conversation with the person regarding the particular debt.

3. *Examples.* The following examples illustrate how §1006.14(b)(3)(i) applies:

i. On Friday, April 3, a debt collector places a telephone call to a consumer. During the ensuing telephone conversation in connection with the collection of a debt, the consumer tells the debt collector to "call back on Monday." Absent an exception, under §1006.14(b)(2)(ii), the debt collector would be presumed to violate §1006.14(b)(1) and FDCPA section 806(5) (15 U.S.C. 1692d(5)) if the debt collector called the consumer on Monday, April 6, because the additional telephone call would exceed the frequency described in §1006.14(b)(2)(i)(B). Under §1006.14(b)(3)(i), however, in the scenario described (and absent any other facts), the debt collector could, pursuant to the consumer's prior consent, place telephone calls to the consumer on Monday, April 6, and not lose a presumption of compliance with §1006.14(b)(1) and FDCPA section 806(5).

ii. Assume the same facts as in the preceding example, except that the consumer does not specify a particular day the debt collector may call back. Assume further that, on Monday, April 6, the debt collector calls the consumer back and has a telephone conversation with the consumer. The exception in §1006.14(b)(3)(i) does not apply to subsequent telephone calls placed by the debt collector to the consumer, absent additional prior consent from the consumer. For example, if the debt collector, without additional prior consent, placed a telephone call to the consumer on Wednesday, April 8, that telephone call would count toward the telephone call frequencies described in §1006.14(b)(2), and, pursuant to §1006.14(b)(2)(ii), the debt collector would be presumed to violate §1006.14(b)(1) and FDCPA section 806(5).

iii. Between Monday, June 1, and Wednesday, June 3, a debt collector places three unanswered telephone calls to a consumer in

connection with the collection of a debt. Also on Wednesday, June 3, the debt collector sends the consumer an email message in connection with the collection of the debt. The consumer responds by email on Thursday, June 4, requesting additional information about available repayment options related to the debt and writes, "You can call me at 123-456-7891 to discuss the repayment options." The debt collector receives the consumer's prior consent by email on Thursday, June 4, and thereafter places eight unanswered telephone calls to the consumer between Monday, June 8, and Wednesday, June 10. Because the consumer provided prior consent directly to the debt collector, the exclusion in §1006.14(b)(3)(i) applies to the eight telephone calls placed by the debt collector during the seven-consecutive-day period that began with receipt of the consumer's consent on Thursday, June 4. Those telephone calls therefore do not count toward the telephone call frequencies described in §1006.14(b)(2)(i). However, any telephone calls placed by the debt collector after the end of the seven-day period (*i.e.*, on or after Thursday, June 11) would count toward the telephone call frequencies described in §1006.14(b)(2)(i), unless the consumer again gives prior consent directly to the debt collector.

Paragraph 14(b)(3)(ii)

1. *Unconnected telephone calls.* Section 1006.14(b)(3)(ii) provides that telephone calls placed to a person do not count toward the telephone call frequencies described in §1006.14(b)(2)(i) if they do not connect to the dialed number. A debt collector's telephone call does not connect to the dialed number if, for example, the debt collector receives a busy signal or an indication that the dialed number is not in service. Conversely, a telephone call placed to a person counts toward the telephone call frequencies described in §1006.14(b)(2)(i) if it connects to the dialed number, unless an exclusion in §1006.14(b)(3) applies. A debt collector's telephone call connects to the dialed number if, for example, the telephone call is answered, even if it subsequently drops; if the telephone call causes a telephone to ring at the dialed number but no one answers it; or if the telephone call is connected to a voicemail or other recorded message, even if it does not cause a telephone to ring and even if the debt collector is unable to leave a voicemail.

14(b)(4) Definition

1. *Particular debt.* Section 1006.14(b)(2) establishes presumptions of compliance and violation with respect to §1006.14(b)(1) and FDCA section 806(5) (15 U.S.C. 1692d(5)) based on the frequency with which a debt collector places telephone calls to, or engages in telephone conversation with, a person in connection with the collection of a

particular debt. Section 1006.14(b)(4) provides that, except in the case of student loan debt, the term particular debt means each of a consumer's debts in collection. For student loan debt, §1006.14(b)(4) provides that the term particular debt means all student loan debts that a consumer owes or allegedly owes that were serviced under a single account number at the time the debts were obtained by a debt collector.

i. *Placing a telephone call in connection with the collection of a particular debt.* Under §1006.14(b)(2)(i)(A), if a debt collector places a telephone call to a person and initiates a conversation or leaves a voicemail about one particular debt, the debt collector counts the telephone call as a telephone call in connection with the collection of the particular debt, subject to the exclusions in §1006.14(b)(3). If a debt collector places a telephone call to a person and initiates a conversation or leaves a voicemail about more than one particular debt, the debt collector counts the telephone call as a telephone call in connection with the collection of each such particular debt, subject to the exclusions in §1006.14(b)(3). If a debt collector places a telephone call to a person but neither initiates a conversation about a particular debt nor leaves a voicemail that refers to a particular debt, or if the debt collector's telephone call is unanswered, the debt collector counts the telephone call as a telephone call in connection with the collection of at least one particular debt, unless an exclusion in §1006.14(b)(3) applies.

ii. *Engaging in a telephone conversation in connection with the collection of a particular debt.* Under §1006.14(b)(2)(i)(B), if a debt collector and a person discuss one particular debt during a telephone conversation, the debt collector has engaged in a telephone conversation in connection with the collection of the particular debt, regardless of which party initiated the discussion about the particular debt, subject to the exclusions in §1006.14(b)(3). If a debt collector and a person discuss more than one particular debt during a telephone conversation, the debt collector has engaged in a telephone conversation in connection with the collection of each such particular debt, regardless of which party initiated the discussion about the particular debts, subject to the exclusions in §1006.14(b)(3). If no particular debt is discussed during a telephone conversation between a debt collector and a person, the debt collector counts the conversation as a telephone conversation in connection with the collection of at least one particular debt, unless an exclusion in §1006.14(b)(3) applies.

2. *Examples.* The following examples illustrate the rule.

1. A debt collector is attempting to collect a medical debt and two credit card debts (denominated A and B for this example) from the same consumer. Under

§1006.14(b)(2)(i)(A), a debt collector may count an unanswered telephone call as one telephone call placed toward any one particular debt, even if the debt collector intended to discuss more than one particular debt had the telephone call resulted in a telephone conversation. Therefore, if the debt collector, within a period of seven consecutive days, places a total of 21 unanswered telephone calls, seven of which the debt collector counted as unanswered telephone calls to the consumer in connection with the collection of the medical debt, seven of which the debt collector counted as unanswered telephone calls to the consumer in connection with the collection of credit card debt A, and seven of which the debt collector counted as unanswered telephone calls to the consumer in connection with the collection of credit card debt B, the debt collector is presumed to comply with §1006.14(b)(1) and FDCPA section 806(5), even if, for example, the debt collector intended to discuss both credit card debt A and credit card debt B had any of the telephone calls with respect to the credit card debts resulted in a telephone conversation.

ii. A debt collector is attempting to collect a medical debt and a credit card debt from the same consumer. The debt collector places a telephone call to the consumer, intending to discuss both particular debts, but the consumer does not answer, and the telephone call goes to voicemail. The debt collector leaves a limited-content message, as defined in §1006.2(j). Because the limited-content message does not specifically refer to any particular debt, under §1006.14(b)(2)(i)(A), a debt collector may count the voicemail as one telephone call placed toward either of the particular debts, even though the debt collector intended to discuss both particular debts if the telephone call had resulted in a telephone conversation.

iii. A debt collector is attempting to collect a medical debt and a credit card debt from the same consumer. On Monday, November 9, the debt collector places a telephone call to, and engages in a telephone conversation with, the consumer solely in connection with the collection of the medical debt. The debt collector does not place any telephone calls to the consumer in connection with the collection of the credit card debt. Regarding the medical debt, under §1006.14(b)(2)(i)(A) and (B) respectively, the debt collector has placed a telephone call to, and has engaged in a telephone conversation with, the consumer in connection with the collection of the particular debt, unless an exclusion in §1006.14(b)(3) applies. Regarding the credit card debt, under §1006.14(b)(2)(i)(A) and (B) respectively, the debt collector has neither placed a telephone call to, nor engaged in a telephone conversation

with, the consumer in connection with the collection of the particular debt.

iv. Assume the same facts as in the preceding example, except that on Monday, November 9, the debt collector engages in a telephone conversation with the consumer in connection with the collection of both the medical debt and the credit card debt. Under §1006.14(b)(2)(i)(A) and (B) respectively, the debt collector has placed a telephone call to, and has engaged in a telephone conversation with, the consumer in connection with the collection of both the medical debt and the credit card debt, unless an exclusion in §1006.14(b)(3) applies.

v. A debt collector is attempting to collect a medical debt and a credit card debt from the same consumer. Beginning on Monday, November 9, and through Wednesday, November 11, the debt collector places two unanswered telephone calls to the consumer which the debt collector counts as telephone calls in connection with the collection of the medical debt, and four unanswered telephone calls to the consumer which the debt collector counts as telephone calls in connection with the collection of the credit card debt. On Thursday, November 12, the debt collector places a telephone call to, and engages in a general telephone conversation with, the consumer, but the debt collector and the consumer do not discuss either particular debt. Under §1006.14(b)(2)(i)(A) and (B) respectively, the debt collector may count the November 12 telephone call and ensuing conversation toward either the medical debt or the credit card debt. For example, if the debt collector counts the November 12 telephone call and ensuing conversation toward the collection of only the medical debt, then, during this time period, the debt collector has placed three telephone calls and has had one conversation in connection with the collection of the medical debt, and has placed four telephone calls and has had no conversations in connection with the collection of the credit card debt.

vi. A debt collector is attempting to collect a medical debt and a credit card debt from the same consumer. On Monday, November 9, the debt collector places a telephone call to, and initiates a telephone conversation with, the consumer about the collection of the medical debt. The consumer states that the consumer does not want to discuss the medical debt, and instead initiates a discussion about the credit card debt. Under §1006.14(b)(2)(i)(A) and (B) respectively, the debt collector has both placed a telephone call to, and engaged in a telephone conversation with, the consumer in connection with the collection of the medical debt, even though the consumer was unwilling to engage in the discussion initiated by the debt collector regarding the medical debt. Under §1006.14(b)(2)(i)(A) and (B) respectively, the debt collector has not placed a

telephone call to the consumer in connection with the credit card debt, but the debt collector has engaged in a telephone conversation in connection with the collection of the credit card debt, even though the consumer, not the debt collector, initiated the discussion about the credit card debt.

vii. A debt collector is attempting to collect three student loan debts that were serviced under a single account number at the time that they were obtained by a debt collector and that are owed or allegedly owed by the same consumer. All three debts are treated as a single debt for purposes of §1006.14(b)(2). The debt collector is presumed to comply with §1006.14(b)(1) and FDCPA section 806(5) if the debt collector places seven or fewer telephone calls within seven consecutive days to the consumer in connection with the collection of the three student loan debts, and the debt collector does not place a telephone call within a period of seven consecutive days after having had a telephone conversation with the consumer in connection with the collection of any one of the three student loan debts, unless an exclusion in §1006.14(b)(3) applies.

#### 14(h) Prohibited Communication Media

##### 14(h)(1) In General

1. *Communication media designations.* Section 1006.14(h)(1) prohibits a debt collector from communicating or attempting to communicate with a person in connection with the collection of any debt through a medium of communication if the person has requested that the debt collector not use that medium to communicate with the person. The debt collector may ask follow-up questions regarding preferred communication media to clarify statements by the person. For examples of communication media, see comment 2(d)-1.

2. *Specific address or telephone number.* Within a medium of communication, a person may request that a debt collector not use a specific address or telephone number. For example, if a person has two mobile telephone numbers, the person may request that the debt collector not use one or both mobile telephone numbers.

3. *Examples.* The following examples illustrate the prohibition in §1006.14(h)(1).

i. Assume that a person tells a debt collector to “stop calling” the person. Based on these facts, the person has requested that the debt collector not use telephone calls to communicate with the person and, thereafter, §1006.14(h)(1) prohibits the debt collector from communicating or attempting to communicate with the person through telephone calls.

ii. Assume that, in response to receipt of either the opt-out procedures described in §1006.6(d)(4)(ii) or the opt-out notice in §1006.6(e), a consumer requests to opt out of

receiving electronic communications from a debt collector at a particular email address or telephone number. Based on these facts, the consumer has requested that the debt collector not use that email address or telephone number to electronically communicate with the consumer for any debt and, thereafter, §1006.14(h)(1) prohibits the debt collector from electronically communicating or attempting to communicate with the consumer through that email address or telephone number.

##### 14(h)(2) Exceptions

1. *Legally required communication media.* Under §1006.14(h)(2)(iii), if otherwise required by applicable law, a debt collector may communicate or attempt to communicate with a person in connection with the collection of any debt through a medium of communication that the person has requested the debt collector not use to communicate with the person. For example, assume that a debt collector who is also a mortgage servicer subject to the periodic statement requirement for residential mortgage loans under Regulation Z, 12 CFR 1026.41, is engaging in debt collection communications with a person about the person’s residential mortgage loan. The person tells the debt collector to stop mailing letters to the person, and the person has not consented to receive statements electronically in accordance with 12 CFR 1026.41(c). Although the person has requested that the debt collector not use mail to communicate with the person, §1006.14(h)(2)(iii) permits the debt collector to mail the person periodic statements, because the periodic statements are required by applicable law.

#### Section 1006.18—False, Deceptive, or Misleading Representations or Means

##### 18(d) False Representations or Deceptive Means

1. *Social media.* Under §1006.18(d), a debt collector may not use any false representation or deceptive means to collect any debt or to obtain information concerning a consumer. In the social media context, the following examples illustrate the rule:

i. Assume that a debt collector sends a private message, in connection with the collection of a debt, requesting to be added as one of the consumer’s contacts on a social media platform marketed for social or professional networking purposes. A debt collector makes a false representation or implication if the debt collector does not disclose his or her identity as a debt collector in the request.

ii. Assume that a debt collector communicates privately with a friend or coworker of a consumer on a social media platform, for the purpose of acquiring location information about the consumer. Pursuant to

§1006.10(b)(1), the debt collector must identify himself or herself individually by name when communicating for the purpose of acquiring location information. To avoid violating §1006.18(d), the debt collector must communicate using a profile that accurately identifies the debt collector's individual name. (But see §1006.18(f) and its associated commentary regarding use of assumed names.) The debt collector also must comply with the other applicable requirements for obtaining location information in §1006.10 (e.g., with respect to stating that the debt collector is confirming or correcting location information concerning the consumer and, only if expressly requested, identifying the name of the debt collector's employer), for communicating with third parties in §1006.6(d)(1), and for communicating through social media in §1006.22(f)(4).

#### 18(e) Disclosures Required

1. *Communication.* A limited-content message, as defined in §1006.2(j), is not a communication, as that term is defined in §1006.2(d). Thus, a debt collector who leaves only a limited-content message for a consumer need not make the disclosures required by §1006.18(e)(1) and (2). However, if a debt collector leaves a voicemail message for a consumer that includes content in addition to the content described in §1006.2(j)(1) and (2) and that directly or indirectly conveys any information regarding a debt, the voicemail message is a communication, and the debt collector is required to make the §1006.18(e) disclosures. See the commentary to §1006.2(d) and (j) for additional clarification regarding the definitions of communication and limited-content message.

#### 18(e)(1) Initial Communications

1. *Example.* A debt collector must make the disclosure required by §1006.18(e)(1) in the debt collector's initial communication with a consumer, regardless of the medium of communication and regardless of whether the debt collector or the consumer initiated the communication. For example, assume that a debt collector who has not previously communicated with a consumer attempts to communicate with the consumer by leaving a limited-content message, as defined in §1006.2(j). After listening to the debt collector's limited-content message, the consumer initiates a telephone call to, and communicates with, the debt collector. Pursuant to §1006.18(e)(1), because the consumer-initiated call is the initial communication between the debt collector and the consumer, the debt collector must disclose to the consumer during that telephone call that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose.

#### 18(e)(4) Translated Disclosures

1. *Example.* Section 1006.18(e)(4) provides that a debt collector must make the disclosures required by §1006.18(e)(1) and (2) in the same language or languages used for the rest of the communication in which the disclosures are conveyed. The following example illustrates the rule:

1. ABC debt collector is collecting a debt. ABC debt collector's initial communication with the consumer takes place in Spanish. Section 1006.18(e)(4) requires ABC debt collector to provide in Spanish the disclosure required by §1006.18(e)(1). Thereafter, ABC debt collector has a communication with the consumer that takes place partly in English and partly in Spanish. During this communication, the debt collector must provide the disclosure required by §1006.18(e)(2) in both English and Spanish.

#### 18(f) Assumed Names

1. *Readily identifiable by the employer.* Section 1006.18(f) provides, in part, that §1006.18 does not prohibit a debt collector's employee from using an assumed name when communicating or attempting to communicate with a person, provided that the debt collector can readily identify any employee using an assumed name. A debt collector may use any method of managing assumed names that enables the debt collector to determine the true identity of any employee using an assumed name. For example, a debt collector may require an employee to use the same assumed name when communicating or attempting to communicate with any person and may prohibit any other employee from using the same assumed name.

#### Section 1006.22—Unfair or Unconscionable Means

#### 22(f) Restrictions on Use of Certain Media

##### Paragraph 22(f)(2)

1. *Language or symbol.* Section 1006.22(f)(2) provides, in relevant part, that a debt collector must not use any language or symbol, other than the debt collector's address, on any envelope when communicating with a consumer by mail. For purposes of §1006.22(f)(2), the phrase "language or symbol" does not include language and symbols that facilitate communications by mail, such as: The debtor's name and address; postage; language such as "forwarding and address correction requested"; and the United States Postal Service's Intelligent Mail barcode.

##### Paragraph 22(f)(3)

1. *Email addresses described in §1006.6(d)(4).* Section 1006.22(f)(3) generally prohibits a debt collector from communicating or attempting to communicate with a consumer

by sending an email to an email address that the debt collector knows is provided to the consumer by the consumer's employer. The prohibition does not apply if the debt collector sends the email to an email address described in §1006.6(d)(4)(i) or (iii), which specifically contemplate debt collectors sending emails to any email address—including an email address that a debt collector knows is employer provided—if the consumer has used the email address to communicate with the debt collector about a debt (§1006.6(d)(4)(i)(A)), has provided prior consent directly to the debt collector to use the email address (§1006.6(d)(4)(i)(B)), or has obtained the email address from a prior debt collector who satisfied either §1006.6(d)(4)(i) or (ii). A debt collector who sends an email to an email address described in §1006.6(d)(4)(ii) complies with the prohibition in §1006.22(f)(3) because the procedures in §1006.6(d)(4)(ii) do not permit debt collectors to send emails to email addresses that the debt collector knows are employer provided.

#### Paragraph 22(f)(4)

1. *Social media.* Section 1006.22(f)(4) prohibits a debt collector from communicating or attempting to communicate with a person in connection with the collection of a debt through a social media platform if the communication or attempt to communicate is viewable by the general public or the person's social media contacts. For example, §1006.22(f)(4) prohibits a debt collector from posting, in connection with the collection of a debt, any message for a person on a social media web page if that web page is viewable by the general public or the person's social media contacts. Section 1006.22(f)(4) does not prohibit a debt collector from sending a message to a person if the message is not viewable by the general public or the person's social media contacts. Section 1006.6(b) or §1006.14(h) nonetheless may prohibit the debt collector from sending such a message, and a debt collector who communicates by sending such a message about the debt to the wrong person violates §1006.6(d)(1). See also comment 18(d)-1 with respect to communications and attempts to communicate with consumers and third parties on social media platforms.

#### Section 1006.30—Other Prohibited Practices

##### 30(a) Required actions prior to furnishing information.

##### 30(a)(1) In general

1. *About the debt.* Section 1006.30(a)(1) provides, in relevant part, that a debt collector must not furnish to a consumer reporting agency, as defined in section 603(f) of the Fair Credit Reporting Act (15 U.S.C. 1681a(f)), information about a debt before taking one of the actions described in §1006.30(a)(1)(i) or

(ii). Each of the actions includes conveying information “about the debt” to the consumer. The validation information required by §1006.34(c), including such information if provided in a validation notice, is information “about the debt.”

2. *Reasonable period of time.* Section 1006.30(a)(1)(ii) provides, in relevant part, that a debt collector who places a letter about a debt in the mail, or who sends an electronic message about a debt to the consumer, must wait a reasonable period of time to receive a notice of undeliverability before furnishing information about the debt to a consumer reporting agency. The reasonable period of time begins on the date that the debt collector places the letter in the mail or sends the electronic message. A period of 14 consecutive days after the date that the debt collector places a letter in the mail or sends an electronic message is a reasonable period of time.

3. *Notices of undeliverability.* Section 1006.30(a)(1)(ii) provides, in relevant part, that, if a debt collector who places a letter about a debt in the mail, or who sends an electronic message about a debt to the consumer, receives a notice of undeliverability during the reasonable period of time, the debt collector must not furnish information about the debt to a consumer reporting agency until the debt collector otherwise satisfies §1006.30(a)(1). A debt collector who does not receive a notice of undeliverability during the reasonable period and who thereafter furnishes information about the debt to a consumer reporting agency does not violate §1006.30(a)(1) even if the debt collector subsequently receives a notice of undeliverability. The following examples illustrate the rule:

i. Assume that, on May 1, a debt collector mails the consumer a validation notice as described in §1006.34(a)(1)(i)(A). On May 10, the debt collector receives a notice of undeliverability and, without taking any additional action described in §1006.30(a)(1), subsequently furnishes information about the debt to a consumer reporting agency. The debt collector has violated §1006.30(a)(1).

ii. Assume that, on May 1, a debt collector mails the consumer a validation notice as described in §1006.34(a)(1)(i)(A). On May 10, the debt collector receives a notice of undeliverability. On May 11, the debt collector mails the consumer another validation notice as described in §1006.34(a)(1)(i)(A). From May 11 to May 24, the debt collector permits receipt of, monitors for, and does not receive, a notice of undeliverability and thereafter furnishes information about the debt to a consumer reporting agency. The debt collector has not violated §1006.30(a)(1).

iii. Assume that, on May 1, a debt collector mails the consumer a validation notice as described in §1006.34(a)(1)(i)(A). From May 1 to May 14, the debt collector permits receipt

**Pt. 1006, Supp. I**

**12 CFR Ch. X (1–1–24 Edition)**

of, monitors for, and does not receive, a notice of undeliverability and thereafter furnishes information about the debt to a consumer reporting agency. After furnishing the information, the debt collector receives a notice of undeliverability. The debt collector has not violated §1006.30(a)(1) and, without taking any further action, may furnish additional information about the debt to a consumer reporting agency.

**30(b) Prohibition on the Sale, Transfer for Consideration, or Placement for Collection of Certain Debts**

**30(b)(1) In General**

1. *Transfer for consideration.* Section 1006.30(b)(1) prohibits, among other things, a debt collector from transferring for consideration a debt that has been paid or settled or discharged in bankruptcy. A debt collector transfers a debt for consideration when the debt collector receives or expects to receive compensation for the transfer of the debt. A debt collector does not transfer a debt for consideration when the debt collector sends information about the debt, as opposed to the debt itself, to another party. For example, a debt collector does not transfer a debt for consideration when the debt collector sends a file with data about the debt to another person for analytics, “scrubbing,” or archiving. A debt collector also does not transfer a debt for consideration when the debt collector reports to a credit reporting agency information that a debt has been paid or settled or discharged in bankruptcy.

2. *Debt that resulted from identity theft.* Section 615(f)(1) of the Fair Credit Reporting Act (15 U.S.C. 1681m(f)(1)) states that no person shall sell, transfer for consideration, or place for collection a debt if such person has been notified under section 605B of the Fair Credit Reporting Act (15 U.S.C. 1681c-2) that the debt has resulted from identity theft. Nothing in §1006.30(b)(1) alters a debt collector’s obligation to comply with the prohibition set forth in section 615(f)(1) of the Fair Credit Reporting Act.

**30(b)(2) Exceptions**

**30(b)(2)(i) In General**

**Paragraph 30(b)(2)(i)(A)**

1. *In general.* Under §1006.30(b)(2)(i)(A), a debt collector who is collecting a debt described in §1006.30(b)(1) may transfer the debt to the debt’s owner. However, unless another exception under §1006.30(b)(2) applies, the debt collector may not transfer the debt or the right to collect the debt to another entity on behalf of the debt owner.

**Section 1006.34—Notice for Validation of Debts**

**34(a) Validation information required.**

**34(a)(1) In general.**

1. *Deceased consumers.* Section 1006.34(a)(1) generally requires a debt collector to provide the validation information required by §1006.34(c) either by sending the consumer a validation notice in the manner required by §1006.42, or by providing the information orally in the debt collector’s initial communication. If the debt collector knows or should know that the consumer is deceased, and if the debt collector has not previously provided the validation information to the deceased consumer, a person who is authorized to act on behalf of the deceased consumer’s estate operates as the consumer for purposes of §1006.34(a)(1). In such circumstances, to comply with §1006.34(a)(1), a debt collector must provide the validation information to an individual that the debt collector identifies by name who is authorized to act on behalf of the deceased consumer’s estate.

**34(b) Definitions.**

**34(b)(2) Initial communication.**

1. *Bankruptcy proofs of claim.* Section 1006.34(b)(2) defines initial communication and states that the term does not include a communication in the form of a formal pleading in a civil action. A proof of claim that a debt collector files in a bankruptcy proceeding in accordance with the requirements of the United States Bankruptcy Code (Title 11 of the U.S. Code) is a communication in the form of a formal pleading in a civil action and therefore is not an initial communication for purposes of §1006.34.

**34(b)(3) Itemization date.**

1. *In general.* Section 1006.34(b)(3) defines itemization date for purposes of §1006.34. Section 1006.34(b)(3) states that the itemization date is any one of five reference dates for which a debt collector can ascertain the amount of the debt. The reference dates are the last statement date, the charge-off date, the last payment date, the transaction date, and the judgment date. A debt collector may select any of these dates as the itemization date to comply with §1006.34. Once a debt collector uses a reference date for a debt in a communication with a consumer, the debt collector must use that reference date for that debt consistently when providing the information required by §1006.34(c) to that consumer. For example, if a debt collector uses the last statement date to determine and disclose the account number associated with the debt



pursuant to §1006.34(c)(2)(iv), the debt collector may not use the charge-off date to determine and disclose the amount of the debt pursuant to §1006.34(c)(2)(vii).

2. *Subsequent debt collectors.* When selecting an itemization date pursuant to §1006.34(b)(3), a debt collector may use a different reference date than a prior debt collector who attempted to collect the debt.

Paragraph 34(b)(3)(i).

1. *Last statement date.* Under §1006.34(b)(3)(i), the last statement date is the date of the last periodic statement or written account statement or invoice provided to the consumer by a creditor. For purposes of §1006.34(b)(3)(i), the last statement may be provided by a creditor or a third party acting on the creditor's behalf, including a creditor's service provider. However, a statement or invoice provided by a debt collector is not a last statement for purposes of §1006.34(b)(3)(i), unless the debt collector is also a creditor.

Paragraph 34(b)(3)(iii).

1. *Last payment date.* Under §1006.34(b)(3)(iii), the last payment date is the date the last payment was applied to the debt. A third-party payment applied to the debt, such as a payment from an auto repossession agent or an insurance company, can be a last payment for purposes of §1006.34(b)(3)(iii).

Paragraph 34(b)(3)(iv).

1. *Transaction date.* Section 1006.34(b)(3)(iv) provides that the itemization date may be the date of the transaction that gave rise to the debt. The transaction date is the date that the good or service that gave rise to the debt was provided or made available to the consumer. For example, the transaction date for a debt arising from a medical procedure may be the date the medical procedure was performed, and the transaction date for a consumer's gym membership may be the date the membership contract was executed. In some cases, a debt may have more than one transaction date. This could occur, for example, if a contract for a service is executed on one date and the service is performed on another date. If a debt has more than one transaction date, a debt collector may use any such date as the transaction date for purposes of §1006.34(b)(3)(iv), but the debt collector must use whichever transaction date is selected consistently, as described in comment 34(b)(3)-1.

34(b)(5) Validation period.

1. *Assumed receipt of validation information.* Section 1006.34(b)(5) defines the validation period as the period starting on the date that a debt collector provides the validation information required by §1006.34(c) and ending

30 days after the consumer receives or is assumed to receive it. Section 1006.34(c)(3)(i) through (iii) requires statements that specify the end date of the validation period. If a debt collector provides the validation information in writing or electronically, then, at the time that the debt collector calculates the validation period end date, the debt collector will know only the date on which the consumer is assumed to receive the validation information. In such cases, the debt collector may use that date to calculate the validation period end date even if the debt collector later learns that the consumer received the validation information on a different date.

2. *Updated validation period.* If a debt collector sends a subsequent validation notice to a consumer because the consumer did not receive the original validation notice and the consumer has not otherwise received the validation information required by §1006.34(c), the debt collector must calculate the end date of the validation period specified in the §1006.34(c)(3) disclosures based on the date the consumer receives or is assumed to receive the subsequent validation notice. For example, assume a debt collector sends a consumer a validation notice on January 1, and that notice is returned as undeliverable. After obtaining accurate location information, the debt collector sends the consumer a subsequent validation notice on January 15. Pursuant to §1006.34(b)(5), the end date of the validation period specified in the §1006.34(c)(3) disclosures is based on the date the consumer receives or is assumed to receive the validation notice sent on January 15.

34(c) Validation information.

34(c)(1) Debt collector communication disclosure.

1. *Statement required by §1006.18(e).* Section 1006.34(c)(1) provides that validation information includes the statement required by §1006.18(e). Section 1006.18(e)(1) requires a debt collector to disclose in its initial communication that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose. Section 1006.18(e)(2) requires a debt collector to disclose in each subsequent communication that the communication is from a debt collector. A debt collector who provides a validation notice as described in §1006.34(a)(1)(i)(A) complies with §1006.34(c)(1) by providing on the validation notice the disclosure required by §1006.18(e)(1). A debt collector who provides a validation notice as described in §1006.34(a)(1)(i)(B) complies with §1006.34(c)(1) by providing either the disclosure required by §1006.18(e)(1) or the disclosure required by §1006.18(e)(2). The following example illustrates the rule:

i. ABC debt collector has an initial communication with the consumer by telephone. Within five days of that initial communication, ABC debt collector sends the consumer a validation notice using Model Form B-1 in appendix B to this part. ABC debt collector has complied with §1006.34(c)(1) even though Model Form B-1 includes the disclosure described in §1006.18(e)(1) rather than the disclosure described in §1006.18(e)(2).

34(c)(2) Information about the debt.

Paragraph 34(c)(2)(i).

1. *Debt collector's name.* Section 1006.34(c)(2)(i) provides, in part, that validation information includes the debt collector's name. A debt collector may disclose its trade or doing-business-as name, instead of its legal name.

2. *Debt collector's mailing address.* Section 1006.34(c)(2)(i) provides, in part, that validation information includes the mailing address at which the debt collector accepts disputes and requests for original-creditor information. A debt collector may disclose a vendor's mailing address, if that is an address at which the debt collector accepts disputes and requests for original-creditor information.

Paragraph 34(c)(2)(ii).

1. *Consumer's name.* Section 1006.34(c)(2)(ii) provides, in part, that validation information includes the consumer's name. To satisfy the requirement to provide this validation information, a debt collector must disclose the version of the consumer's name that the debt collector reasonably determines is the most complete and accurate version of the name about which the debt collector has knowledge. A debt collector does not disclose the most complete and accurate version of the consumer's name if the debt collector omits known name information in a manner that creates a false, misleading, or confusing impression about the consumer's identity. For example, assume the creditor provides the consumer's first name, middle name, last name, and name suffix to the debt collector. In this scenario, the debt collector would reasonably determine that the most complete and accurate version of the consumer's name about which the debt collector has knowledge includes the first name, middle name, last name, and name suffix. If the debt collector omits any of this information, the debt collector has not satisfied the requirement to provide the consumer's name pursuant to §1006.34(c)(2)(ii).

Paragraph 34(c)(2)(iii).

1. *Creditor's name.* Section 1006.34(c)(2)(iii) provides that, if a debt collector is collecting debt related to a consumer financial product

or service as defined in §1006.2(f), validation information includes the name of the creditor to whom the debt was owed on the itemization date. Pursuant to §1006.34(c)(2)(iii), a debt collector may disclose this creditor's trade or doing-business-as name, instead of its legal name.

Paragraph 34(c)(2)(iv).

1. *Account number truncation.* Section 1006.34(c)(2)(iv) provides that validation information includes the account number, if any, associated with the debt on the itemization date, or a truncated version of that number. If a debt collector uses a truncated account number, the account number must remain recognizable. For example, a debt collector may truncate a credit card account number so that only the last four digits are provided.

Paragraph 34(c)(2)(v).

1. *Creditor's name.* Section 1006.34(c)(2)(v) provides that validation information includes the name of the creditor to whom the debt currently is owed. A debt collector may disclose this creditor's trade or doing-business-as name, instead of its legal name.

Paragraph 34(c)(2)(vii).

1. *Amount of the debt on the itemization date.* Section 1006.34(c)(2)(vii) provides that validation information includes the amount of the debt on the itemization date. The amount of the debt on the itemization date includes any fees, interest, or other charges owed as of that date.

Paragraph 34(c)(2)(viii).

1. *Itemization of the debt.* Section 1006.34(c)(2)(viii) provides that validation information includes an itemization of the current amount of the debt reflecting interest, fees, payments, and credits since the itemization date. If providing a validation notice, a debt collector must include fields in the notice for all of these items even if none of the items have been assessed or applied to the debt since the itemization date. A debt collector may indicate that the value of a required field is "0," "none," or may state that no interest, fees, payments, or credits have been assessed or applied to the debt; a debt collector may not leave a required field blank.

2. *Itemization required by other applicable law.* If a debt collector is required by other applicable law to provide an itemization of the current amount of the debt with the validation information, the debt collector may comply with §1006.34(c)(2)(viii) by disclosing the itemization required by other applicable law in lieu of the itemization described in §1006.34(c)(2)(viii), if the itemization required

by other applicable law is substantially similar to the itemization that appears on Model Form B-1 in appendix B to this part.

3. *Itemization on a separate page.* Section 1006.34(c)(2)(viii) provides that a debt collector may disclose the itemization of the current amount of the debt on a separate page provided in the same communication with a validation notice if the debt collector includes on the validation notice, where the itemization would have appeared, a statement referring to that separate page. A debt collector may comply with the requirement to refer to the separate page by, for example, including on the validation notice the statement, “See the enclosed separate page for an itemization of the debt,” situated next to the information about the current amount of the debt required by §1006.34(c)(2)(ix).

4. *Debt collectors collecting multiple debts.* A debt collector who combines multiple debts on a single validation notice complies with §1006.34(c)(2)(viii) by disclosing either a single, cumulative itemization on the validation notice or a separate itemization of each debt on a separate page or pages provided in the same communication as the validation notice.

Paragraph 34(c)(2)(ix).

1. *Current amount of the debt.* Section 1006.34(c)(2)(ix) provides that validation information includes the current amount of the debt (*i.e.*, the amount as of when the validation information is provided). For residential mortgage debt subject to Regulation Z, 12 CFR 1026.41, a debt collector may comply with the requirement to provide the current amount of the debt by providing the consumer the total balance of the outstanding mortgage, including principal, interest, fees, and other charges.

2. *Debt collectors collecting multiple debts.* A debt collector who combines multiple debts on a single validation notice complies with §1006.34(c)(2)(ix) by disclosing on the validation notice a single cumulative figure that is the sum of the current amount of all the debts.

34(c)(3) Information about consumer protections.

Paragraph 34(c)(3)(v).

1. *Electronic communication media.* Section 1006.34(c)(3)(v) provides that, if the debt collector provides the validation notice electronically, validation information includes a statement explaining how a consumer can, as described in paragraphs (c)(4)(i) and (ii) of this section, dispute the debt or request original-creditor information electronically. A debt collector may provide the information required by §1006.34(c)(3)(v) by including the statements, “We accept disputes electronically at,” using that phrase or a substantially similar phrase, followed by an

email address or website portal that a consumer can use to take the action described in §1006.34(c)(4)(i), and “We accept original creditor information requests electronically,” using that phrase or a substantially similar phrase, followed by an email address or website portal that a consumer can use to take the action described in §1006.34(c)(4)(ii). If a debt collector accepts electronic communications from consumers through more than one medium, such as by email and through a website portal, the debt collector is required to provide information regarding only one of these media but may provide information on any additional media.

34(c)(4) Consumer-response information.

1. *Prompts.* If the validation information is provided in writing or electronically, a prompt required by §1006.34(c)(4) may be formatted as a checkbox as in Model Form B-1 in appendix B to this part.

34(c)(5) Special rule for certain residential mortgage debt.

1. *In general.* Section 1006.34(c)(5) provides that, for residential mortgage debt, if a periodic statement is required under Regulation Z, 12 CFR 1026.41, at the time a debt collector provides the validation notice, a debt collector need not provide the validation information required by §1006.34(c)(2)(vi) through (viii) if the debt collector provides the consumer, in the same communication with the validation notice, a copy of the most recent periodic statement provided to the consumer under 12 CFR 1026.41(b), and the debt collector includes on the validation notice, where the validation information required by paragraphs (c)(2)(vi) through (viii) of this section would have appeared, a statement referring to that periodic statement. A debt collector may comply with the requirement to refer to the periodic statement in the validation notice by, for example, including on the validation notice the statement, “See the enclosed periodic statement for an itemization of the debt.”

34(d) Form of validation information.

34(d)(2) Safe harbor.

1. *In general.* A debt collector who provides a validation notice that is neither a notice described in §1006.34(d)(2)(i) or (ii), nor a substantially similar notice as described in §1006.34(d)(2)(iii), does not receive a safe harbor for compliance with the information and form requirements of §1006.34(c) and (d)(1).

34(d)(2)(i) In general.

1. *Disclosure required by §1006.18(e).* Section 1006.18(e)(1) requires a debt collector to disclose in its initial communication that the debt collector is attempting to collect a debt and that any information obtained will be

used for that purpose. Section 1006.18(e)(2) requires a debt collector to disclose in each subsequent communication that the communication is from a debt collector. Model Form B-1 in appendix B to this part includes the disclosure required by §1006.18(e)(1). A debt collector who uses Model Form B-1 to provide a validation notice as described in §1006.34(a)(1)(i)(B) may replace the disclosure required by §1006.18(e)(1) with the disclosure required by §1006.18(e)(2) without losing the safe harbor described in §1006.34(d)(2). See comment 34(c)(1)–1 for further guidance related to providing the disclosure required by §1006.18(e) on a validation notice.

34(d)(2)(iii) Substantially similar form.

1. *Substantially similar form.* Pursuant to §1006.34(d)(2)(iii), a debt collector who uses Model Form B-1 as described in §1006.34(d)(2)(i) may make changes to the form and retain the safe harbor for compliance with the information and form requirements of §1006.34(c) and (d)(1) provided that the form remains substantially similar in substance, clarity, and meaningful sequence to Model Form B-1. Permissible changes include, for example:

- i. Modifications to remove language that could suggest liability for the debt if such language is not applicable. For example, if a debt collector sends a validation notice to a person who is authorized to act on behalf of the deceased consumer's estate (see comment 34(a)(1)–1), and that person is not liable for the debt, the debt collector may use the name of the deceased consumer instead of "you";
- ii. Relocating the consumer-response information required by §1006.34(c)(4) to facilitate mailing;
- iii. Adding barcodes or QR codes, as long as the inclusion of such items does not violate §1006.38(b);
- iv. Adding the date the form is generated; and
- v. Embedding hyperlinks, if delivering the form electronically.

34(d)(3) Optional disclosures.

34(d)(3)(i) Telephone contact information.

1. *In general.* Section 1006.34(d)(3)(i) permits a debt collector to include telephone contact information. Telephone contact information may include, for example, a telephone number as well as the times that the debt collector accepts consumer telephone calls.

34(d)(3)(iv) Disclosures under applicable law.

34(d)(3)(iv)(A) Disclosures on the reverse of the validation notice.

1. *In general.* Section 1006.34(d)(3)(iv)(A) permits, in relevant part, a debt collector to include on the reverse of the validation notice any disclosures that are specifically re-

quired by, or that provide safe harbors under, applicable law. If a debt collector provides a validation notice in the body of an email, the debt collector may, in lieu of including the disclosures permitted by §1006.34(d)(3)(iv)(A) on the reverse of the validation notice, include them in the same communication below the content of the validation notice. Disclosures permitted by §1006.34(d)(3)(iv)(A) include, for example, specific disclosures required by Federal, State, or municipal statutes or regulations, and specific disclosures required by judicial or administrative decisions or orders, including administrative consent orders. Such disclosures could include, for example, time-barred debt disclosures and disclosures that the current amount of the debt may increase or vary due to interest, fees, or other charges, provided that such disclosures are specifically required by applicable law.

2. *Statement referring to disclosures.* If a debt collector includes disclosures pursuant to §1006.34(d)(3)(iv)(A), the debt collector must include a statement on the front of the validation notice referring to those disclosures. A debt collector may comply with the requirement to refer to the disclosures by including on the front of the validation notice the statement, "Notice: See reverse side for important information," or a substantially similar statement. If, as permitted by comment 34(d)(3)(iv)(A)–1, a debt collector places the disclosures below the content of the validation notice, the debt collector may comply with the requirement to refer to the disclosures by stating, "Notice: See below for important information," or a substantially similar statement.

34(d)(3)(iv)(B) Disclosures on the front of the validation notice.

1. *In general.* Section 1006.34(d)(3)(iv)(B) provides, in relevant part that, if a debt collector is collecting time-barred debt, the debt collector may include on the front of the validation notice any time-barred debt disclosure that is specifically required by, or that provides a safe harbor under, applicable law, provided that applicable law specifies the content of the disclosure. For example, if applicable State law requires a debt collector who is collecting time-barred debt to disclose to the consumer that the law limits how long a consumer can be sued on a debt and that the debt collector cannot or will not sue the consumer to collect it, the debt collector may include that disclosure on the front of the validation notice. See §1006.26(a)(2) for the definition of time-barred debt. For purposes of §1006.34(d)(3)(iv)(B), time-barred debt disclosures may include disclosures about revival of debt collectors' right to bring a legal action to enforce the debt.

## Consumer Financial Protection Bureau

## Pt. 1006, Supp. I

34(d)(3)(vi) Spanish-language translation disclosures.

Paragraph 34(d)(3)(vi)(A).

1. *Supplemental information in Spanish.* Section 1006.34(d)(3)(vi)(A) permits a debt collector to include supplemental information in Spanish that specifies how a consumer may request a Spanish-language validation notice. For example, a debt collector may include a statement in Spanish that a consumer can request a Spanish-language validation notice by telephone or email, if the debt collector accepts consumer requests through those communication media.

Paragraph 34(d)(3)(vii).

1. *Merchant brand.* Section 1006.34(d)(3)(vii) permits a debt collector to include the merchant brand, if any, associated with debt. For example, assume that a debt collector is attempting to collect a consumer's credit card debt. The credit card was issued by ABC Bank and was co-branded XYZ Store. "XYZ Store" is the merchant brand.

2. *Affinity brand.* Section 1006.34(d)(3)(vii) permits a debt collector to include the affinity brand, if any, associated with the debt. For example, assume that a debt collector is attempting to collect a consumer's credit card debt. The credit card was issued by ABC Bank, and the logo for the College of Columbia appears on the credit card. "College of Columbia" is the affinity brand.

3. *Facility name.* Section 1006.34(d)(3)(vii) permits a debt collector to include the facility name, if any, associated with the debt. For example, assume that a debt collector is attempting to collect a consumer's medical debt. The medical debt relates to a treatment that the consumer received at ABC Hospital. "ABC Hospital" is the facility name.

34(e) Translation into other languages.

1. *Safe harbor for complete and accurate translation.* Section 1006.34(e) provides, among other things, that, if a debt collector sends a consumer a validation notice translated into a language other than English, the translation must be complete and accurate. The language of a validation notice that a debt collector obtains from the Bureau's website is considered a complete and accurate translation. Debt collectors are permitted to use other validation notice translations if they are complete and accurate.

Section 1006.38—Disputes and Requests for Original-Creditor Information

1. *In writing.* Section 1006.38 contains requirements related to a dispute or request for the name and address of the original creditor timely submitted in writing by the consumer. A consumer has disputed the debt or requested the name and address of the

original creditor in writing for purposes of §1006.38(c) or (d)(2) if the consumer, for example:

i. Mails the written dispute or request to the debt collector;

ii. Returns to the debt collector the consumer-response form that §1006.34(c)(4) requires to appear on the validation notice and indicates on the form the dispute or request;

iii. Provides the dispute or request to the debt collector using a medium of electronic communication through which the debt collector accepts electronic communications from consumers, such as an email address or a website portal; or

iv. Delivers the written dispute or request in person or by courier to the debt collector.

2. *Interpretation of the E-SIGN Act.* Comment 38-1.iii constitutes the Bureau's interpretation of section 101 of the E-SIGN Act as applied to section 809(b) of the FDCPA. Under this interpretation, section 101(a) of the E-SIGN Act enables a consumer to satisfy through an electronic request the requirement in section 809(b) of the FDCPA that the consumer's notification of the debt collector be "in writing." Further, because the consumer may only use a medium of electronic communication through which a debt collector accepts electronic communications from consumers, section 101(b) of the E-SIGN Act is not contravened.

3. *Deceased consumers.* If the debt collector knows or should know that the consumer is deceased, and if the consumer has not previously disputed the debt or requested the name and address of the original creditor, a person who is authorized to act on behalf of the deceased consumer's estate operates as the consumer for purposes of §1006.38. In such circumstances, to comply with §1006.38(c) or (d)(2), respectively, a debt collector must respond to a request for the name and address of the original creditor or to a dispute timely submitted in writing by a person who is authorized to act on behalf of the deceased consumer's estate.

### 38(a) Definitions

#### 38(a)(1) Duplicative Dispute

1. *Substantially the same.* Section 1006.38(a)(1) provides that a dispute is a duplicative dispute if, among other things, the dispute is substantially the same as a dispute previously submitted by the consumer in writing within the validation period for which the debt collector has already satisfied the requirements of §1006.38(d)(2)(i). A later dispute can be substantially the same as an earlier dispute even if the later dispute does not repeat verbatim the language of the earlier dispute.

2. *New and material information.* Section 1006.38(a)(1) provides that a dispute that is

substantially the same as a dispute previously submitted by the consumer in writing within the validation period for which the debt collector has already satisfied the requirements of §1006.38(d)(2)(i) is not a duplicative dispute if the consumer provides new and material information to support the dispute. Information is new if the consumer did not provide the information when submitting an earlier dispute. Information is material if it is reasonably likely to change the verification the debt collector provided or would have provided in response to the earlier dispute. The following example illustrates the rule:

i. ABC debt collector is collecting a debt from a consumer and sends the consumer a validation notice. In response, the consumer submits a written dispute to ABC debt collector within the validation period asserting that the consumer does not owe the debt. The consumer does not include any information in support of the dispute. Pursuant to §1006.38(d)(2)(i), ABC debt collector provides the consumer a copy of verification of the debt. The consumer then sends a cancelled check showing the consumer paid the debt. The cancelled check is new and material information.

#### 38(d) Disputes

##### 38(d)(2) Response to Disputes

###### Paragraph 38(d)(2)(ii)

1. *Duplicative dispute notice.* Section 1006.38(d)(2)(ii) provides that, in the case of a dispute that a debt collector reasonably determines is a duplicative dispute, the debt collector must cease collection of the debt, or any disputed portion of the debt, until the debt collector either notifies the consumer that the dispute is duplicative (§1006.38(d)(2)(ii)(A)) or provides a copy either of verification of the debt or of a judgment to the consumer (§1006.38(d)(2)(ii)(B)). If the debt collector notifies the consumer that the dispute is duplicative, §1006.38(d)(2)(ii)(A) requires that the notice provide a brief statement of the reasons for the debt collector's determination that the dispute is duplicative and refer the consumer to the debt collector's response to the earlier dispute. A debt collector complies with the requirement to provide a brief statement of the reasons for its determination if the notice states that the dispute is substantially the same as an earlier dispute submitted by the consumer and the consumer has not included any new and material information in support of the earlier dispute. A debt collector complies with the requirement to refer the consumer to the debt collector's response to the earlier dispute if the notice states that the debt collector responded to the earlier dispute and provides the date of that response.

#### Section 1006.42—Sending Required Disclosures

##### 42(a) Sending Required Disclosures

###### 42(a)(1) In General

1. *Relevant factors.* Section 1006.42(a)(1) provides, in part, that a debt collector who sends disclosures required by the Act or this part in writing or electronically must, among other things, do so in a manner that is reasonably expected to provide actual notice. In determining whether a debt collector has complied with this requirement, relevant factors include whether the debt collector:

i. Identified the purpose of the communication by including, in the subject line of an electronic communication transmitting the disclosure, the name of the creditor to whom the debt currently is owed or allegedly is owed and one additional piece of information identifying the debt, other than the amount, such as a truncated account number; the name of the original creditor; the name of any store brand associated with the debt; the date of sale of a product or service giving rise to the debt; the physical address of service; and the billing or mailing address on the account;

ii. Permitted receipt of notifications of undeliverability from communications providers, monitored for any such notifications, and treated any such notifications as precluding a reasonable expectation of actual notice for that delivery attempt; and

iii. Identified itself as the sender of the communication by including a business name that the consumer would be likely to recognize, such as the name included in the notice described in §1006.6(d)(4)(ii)(C), or the name that the debt collector has used in a prior limited-content message left for the consumer or in an email message sent to the consumer.

2. *Notice of undeliverability.* A debt collector who sends a required disclosure in writing or electronically and who receives a notice that the disclosure was not delivered has not sent the disclosure in a manner that is reasonably expected to provide actual notice under §1006.42(a)(1).

3. *Safe harbor for notices sent by mail.* Subject to comment 42(a)(1)–2, a debt collector satisfies §1006.42(a)(1) if the debt collector mails a printed copy of a disclosure to the consumer's last known address, unless the debt collector, at the time of mailing, knows or should know that the consumer does not currently reside at, or receive mail at, that location.

4. *Effect of consumer opt out.* If a consumer has opted out of debt collection communications to a particular email address or telephone number by, for example, following the instructions provided pursuant to §1006.6(e), then a debt collector cannot use that email

## Consumer Financial Protection Bureau

## § 1007.101

address or telephone number to send required disclosures.

### Subpart C—[Reserved]

### Subpart D—Miscellaneous

#### Section 1006.100—Record Retention

1. *Three-year retention period.* Section 1006.100 requires a debt collector to maintain records that are evidence of compliance or noncompliance with the FDCPA and this part starting on the date that the debt collector begins collection activity on a debt until three years after the debt collector's last collection activity on the debt or, in the case of telephone call recordings, until three years after the dates of the telephone calls. Nothing in §1006.100 prohibits a debt collector from retaining records that are evidence of compliance or noncompliance with the FDCPA and this part for more than three years after the applicable date.

#### 100(a) In general.

1. *Records that evidence compliance.* Section 1006.100(a) provides, in part, that a debt collector must retain records that are evidence of compliance or noncompliance with the FDCPA and this part. Thus, under §1006.100(a), a debt collector must retain records that evidence that the debt collector performed the actions and made the disclosures required by the FDCPA and this part, as well as records that evidence that the debt collector refrained from conduct prohibited by the FDCPA and this part. If a record is of a type that could evidence compliance or noncompliance depending on the conduct of the debt collector that is revealed within the record, then the record is one that is evidence of compliance or noncompliance, and the debt collector must retain it. Such records include, but are not limited to, records that evidence that the debt collector's communications and attempts to communicate in connection with the collection of a debt complied (or did not comply) with the FDCPA and this part. For example, a debt collector must retain:

- i. Telephone call logs as evidence of compliance or noncompliance with the prohibition against harassing telephone calls in §1006.14(b)(1); and
- ii. Copies of documents provided to consumers as evidence that the debt collector provided the information required by §§1006.34 and 1006.38 and met the delivery requirements of §1006.42.

#### 100(b) Special Rule for Telephone Call Recordings

1. *Recorded telephone calls.* Nothing in §1006.100 requires a debt collector to record telephone calls. However, if a debt collector records telephone calls, the recordings are evidence of compliance or noncompliance

with the FDCPA and this part, and, under §1006.100(b), the debt collector must retain the recording of each such telephone call for three years after the date of the call.

#### Section 1006.104—Relation to State Laws

1. *State law disclosure requirements.* The Act and the corresponding provisions of Regulation F do not annul, alter, or affect, or exempt any person subject to these requirements from complying with a disclosure requirement under applicable State law that describes additional protections under State law that are not inconsistent with the Act and Regulation F. A disclosure required by State law is not inconsistent with the FDCPA or Regulation F if the disclosure describes a protection that such law affords any consumer that is greater than the protection provided by the FDCPA or Regulation F.

[85 FR 76887, Nov. 30, 2020, as amended at 86 FR 5857, Jan. 19, 2021; 87 FR 65669, Nov. 1, 2022; 88 FR 16538, Mar. 20, 2023]

## PART 1007—S.A.F.E. MORTGAGE LICENSING ACT—FEDERAL REGISTRATION OF RESIDENTIAL MORTGAGE LOAN ORIGINATORS (REGULATION G)

### Sec.

1007.101 Authority, purpose, and scope of this part.

1007.102 Definitions applicable to this part.

1007.103 Registration of mortgage loan originators.

1007.104 Policies and procedures.

1007.105 Use of Unique Identifier.

### APPENDIX A TO PART 1007—EXAMPLES OF MORTGAGE LOAN ORIGINATOR ACTIVITIES

AUTHORITY: 12 U.S.C. 5101–5116; 15 U.S.C. 1604(a), 1639b; Pub. L. 111–203, 124 Stat. 1376.

SOURCE: 76 FR 78487, Dec. 19, 2011, unless otherwise noted.

### § 1007.101 Authority, purpose, and scope.

(a) *Authority.* This part, known as Regulation G, is issued by the Bureau of Consumer Financial Protection pursuant to the Secure and Fair Enforcement for Mortgage Licensing Act of 2008, title V of the Housing and Economic Recovery Act of 2008 (S.A.F.E. Act) (Pub. L. 110–289, 122 Stat. 2654, 12 U.S.C. 5101 *et seq.*) 12 U.S.C. 5512, 5581, 15 U.S.C. 1604(a), 1639b.