

Contract Cooling-Off Periods



The Office of the
Minnesota Attorney General
helping people afford their lives and live with dignity, safety, and respect

A contract is generally a legally-binding commitment, except in certain special circumstances (fraud, for example). Once made, contracts may be difficult to cancel. As a result, you should understand what a contract does before signing it.

Consumers sometimes mistakenly believe that they have a legal right to cancel *any* contract, as long as they do it within a three-day “cooling-off” period. Most contracts do not have any “cooling-off” period, however. Instead, the law gives you a legal right to cancel only certain types of contracts within a “cooling-off” period only in specific situations.

Contracts Subject to Cooling-Off Periods

Minnesota law requires certain types of contracts to have “cooling-off” periods or cancellation rights. Some of the more common include:

Home Solicitation Sales

Minnesota’s Home Solicitation Sales Act—commonly known as the “Three-Day Cooling-Off Law”—applies to the sale, lease, or rental of any of the following: goods, services, or improvements to real property for personal or household use so long as the transaction is worth more than \$25 and occurs in your home or at a place other than the seller’s normal place of business (e.g., motels and convention centers). When a transaction is covered by the Three-Day Cooling-Off Law, you have three business days to cancel the contract.

Under this law, you must make cancellation requests in writing to the specific address provided by the seller. You are encouraged to send cancellation requests by certified mail through the United States Postal Service and keep a copy of the request and your certified mail receipt. While not legally required, mailing the cancellation request by certified mail will give you proof that you sent your request on time. After the contract is cancelled, the seller must refund your money within ten days.

If the Three-Day Cooling-Off Law applies to a contract, the seller is required to give you notice of your right to cancel in three different forms:

1. The seller must orally explain your right to cancel.
2. The seller must give you a receipt or copy of the contract that includes the date of the transaction, the seller’s name and address, and a statement explaining your right to cancel located either near your signature line or on the front of the receipt if a contract is not used.
3. The seller must attach to the receipt or contract two copies of a completed form, entitled, “NOTICE OF CANCELLATION,” which includes a description of the goods or services purchased, the date of the transaction, and a detailed explanation of how the contract may be cancelled. The form required by law for this notice can be found at Minnesota Statutes section 325G.08(c).

Until the seller gives you all three forms of notice, you have an ongoing right to cancel the contract even if more than three business days have passed. Once the seller provides proper notice, the three business days’ right to cancel begins to run.

The Three-Day Cooling-Off Law does not apply when you buy a vehicle. It also does not cover transactions under \$25, the sale of insurance or real estate, or sales conducted at public auction or at a merchant’s normal place of business, like a retail store.

Life Insurance Policies

Under Minnesota law, you have a ten-day “free look” period to inspect life insurance policies. If you return a life insurance policy within the “free look” period, the insurance company must cancel the policy and refund all the premiums paid.

Hearing Aids

You have the right to cancel the purchase of prescription hearing aids within 45 days after receiving the hearing aids, and may not be charged a cancellation fee of more than \$250.

Extended Car Warranties

Minnesota law provides that motor vehicle service contracts—commonly referred to as extended car warranties—must allow you to return the contract within 20 days of the date the service contract was mailed to you, or within 10 days if the contract was delivered at the time of sale, or within a longer time period if provided by the contract. Upon return of the contract, the provider must grant you a refund of the full purchase price if no claim has been made under the contract.

Military Personnel

Under a Minnesota law drafted by the Attorney General's Office, military personnel may cancel cell phone or wireless service contracts without penalty when the service member is called to active duty. Military personnel may also cancel rental contracts, club contracts, service contracts, and membership travel contracts without penalty and receive a full refund of their deposit when a deployment or change in duty prevents the service member from using the service or abiding by the terms of the contract.

Debt Management and Debt Settlement Services Contracts

You may cancel contracts with debt management and debt settlement services providers at any time without cause by giving the provider ten days' written notice. A debt management services provider is anyone that charges you fees to distribute payments to your creditors from funds the company received from you. A debt settlement services provider is a company or person that charges fees to negotiate a lump-sum payoff of your debt.

Foreclosure Consultant Contracts

A foreclosure consultant is a company or person that charges fees to help you with foreclosure-related services (e.g., stopping or postponing a foreclosure sale, modifying the terms of your mortgage, or saving your home from foreclosure). Under Minnesota law, foreclosure consultants cannot collect fees until after they have performed all of the services that they agreed or represented they would perform. You may cancel contracts with foreclosure consultants within three business days after the day on which the contract was signed.

Credit Services Contracts

You may cancel a contract with a credit services organization in writing within five working days from the date the contract was signed. A credit services organization is a company or person that charges fees to help you obtain credit, improve your credit rating or history, or provide credit advice or assistance. Under Minnesota law, a credit services organization cannot collect a fee until after it has completed all of the services it agreed to perform.

Membership Travel Contracts

Membership travel operators charge people fees for the ability to make travel arrangements from or through the operator. You have a ten day right to cancel your membership, which does not begin to run until they receive all of the materials necessary to make travel arrangements and explain the terms and conditions of the contract. Notice of cancellation must be given in writing to the membership travel operator at the operator's address, which must be included in the contract. Under Minnesota law, membership travel operators must give you oral notice of the right to cancel at the time the contract is signed, and include a specific written notice of the right to cancel next to your signature on the contract. If the seller does not properly provide both of these notices, then you may cancel the contract at any time by giving notice of cancellation to the operator by any means.

Health Clubs, Social Referral Clubs, and Buying Clubs

As a member of a health club, social referral club, or buying club you may cancel your membership in writing within three business days following the date on which the membership was attained. A health club is a business that charges fees for the use of its facility for physical fitness related activities, like exercising and weightlifting. Social referral clubs are businesses that match people to facilitate dating or general social contact. A buying club is a business that gives benefits to members from the cooperative purchase of goods or services.

Reverse Mortgages

Federal regulations allow you to cancel a reverse mortgage within three days of signing the contract. Minnesota law states that you are not bound by the contract for seven days after your acceptance, in writing, of the lender's written commitment to make the reverse mortgage loan.

Residential Roofing and Siding Contracts

A person who signs a contract with a residential roofer or siding contractor to provide goods and services to be paid for by their property or casualty insurance policy has the right to cancel the contract within 72 hours after the person has been notified by his or her insurer that their insurance claim for the project was denied.

Agricultural Contracts

An agricultural producer may cancel an agricultural contract by mailing a written cancellation notice to the contractor within three business days after they receive a copy of the signed contract, or until a later deadline specified in the contract.

In general, an agricultural contract is a written contract between a contractor (someone who buys agricultural commodities grown or raised in Minnesota, or pays someone to grow or raise agricultural commodities in the state) and a producer (someone who produces an agricultural commodity in an amount larger than his or her family's use). Other types of contracts and transactions not mentioned above may also be required by law to have a "cooling-off" period or a right to cancel. If you have questions about whether a particular contract or transaction is subject to a "cooling-off" period or right to cancel, you may wish to promptly contact a private attorney to discuss your situation.

For more information, or to file a complaint, you may contact the Minnesota Attorney General's Office as follows:

Office of Minnesota Attorney General Keith Ellison

445 Minnesota Street, Suite 1400

St. Paul, MN 55101

(651) 296-3353 (Twin Cities Calling Area)

(800) 657-3787 (Outside the Twin Cities)

(800) 627-3529 (Minnesota Relay)

www.ag.state.mn.us