

## Consumer Alert: Deceptive Auto Repair Financing Practices

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## Interest up to 189% may be disguised by interest-free promotions through EasyPay Finance and TAB Bank

Before you agree to finance a costly car repair or tire purchase – or accept what appears to be a free 90-day payment plan – beware of fine print that could disguise costly loans at rates **up to 189% APR**. The company **EasyPay Finance**, working in tandem with **TAB Bank** in Utah, offers financing through auto repair and tire shops across the country, including at AAMCO, <u>Big O Tires</u>, <u>Grease Monkey</u>, JiffyLube, <u>Meineke</u>, <u>Midas</u>, and <u>Precision Tune Auto Care</u>, as well as at smaller locations. But these loans are not what they appear, and the high rates might even <u>violate some state laws</u>. <u>Hundreds of complaints</u> submitted by consumers to the Consumer Financial Protection Bureau, Better Business Bureau, and Ripoff Reports describe:

- Deceptive promises of 90-day full interest rebates that are difficult to exercise.
- Shocking interest rates up to 189%, with payments mostly going to interest.
- **Harm to credit reports**. Payments may even be reported late for loans paid in full or for the wrong consumer. Consumers report receiving no responses to their disputes.
- Debt collection harassment.

## To avoid these deceptive and abusive practices:

- Consider a credit card or personal loan, and avoid any loan above 36% APR. Credit cards have protection if you have a problem with a purchase, and a low-rate loan obtained separately from the auto repair shop may be better than an interest-free offer that never materializes.
- Always check the terms of a loan before you sign or click, especially the interest rate, APR and any details of a promotional offer.
- Get a copy of any agreement you sign. Make sure it is consistent with your understanding.

## If you have taken out an EasyPay Finance/TAB Bank loan:

- Share your story and sign our petition to help our campaign against predatory loans.
- Opt out of the forced arbitration clause within 60 days of taking out the loan in order to preserve your access to the courts and your negotiating power.
- Pay the full loan plus \$40 within 90 days to avoid interest. You must pay the full "amount financed" on your loan agreement <u>plus</u> a \$40 fee <u>before</u> the end of the 90-day promotional period date in your contract. Keep proof of payment and proof of delivery if sent by mail.
- Get legal advice. You may have legal claims that help you dispute the loan.
- Complain to the Consumer Financial Protection Bureau and your state attorney general.
- To stop debits from your bank account, you can stop payment with your bank or revoke the lender's authorization for the debits. But you will still owe the debt and will likely face collection activity.
- Check your credit report at <u>annualcreditreport.com</u> and <u>file a dispute</u> if you notice inaccuracies.

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