

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

|                                |   |                      |
|--------------------------------|---|----------------------|
| _____                          | ) |                      |
| In the Matter of               | ) |                      |
|                                | ) | FILE NO. 932 3023    |
| THE MONEY TREE, INC.,          | ) |                      |
| a corporation, and             | ) |                      |
|                                | ) |                      |
| VANCE R. MARTIN,               | ) | AGREEMENT CONTAINING |
| individually and as an officer | ) | CONSENT ORDER        |
| of said corporation.           | ) |                      |
| _____                          | ) |                      |

The Federal Trade Commission has conducted an investigation of certain acts and practices of The Money Tree, Inc., a corporation, and Vance R. Martin, individually and as an officer of the corporation ("proposed respondents"). Proposed respondents, having been represented by counsel, are willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

**IT IS HEREBY AGREED** by and between The Money Tree, Inc. by its duly authorized officers, and Vance R. Martin, individually and as an officer of the corporation, and counsel for the Federal Trade Commission that:

1. Proposed respondent The Money Tree, Inc., which also does business as Money To Lend, Inc. and Money To Lend, is a Georgia corporation, with its office and principal place of business located at 114 South Broad Street, Bainbridge, Georgia 31717, and operates offices throughout Georgia and Alabama.
2. Proposed respondent Vance R. Martin is the sole owner and president of The Money Tree, Inc. Individually, or in concert with others, he formulates, directs, and controls the acts and practices of the proposed corporate respondent, including the acts and practices alleged in the attached complaint. His principal place of business is the same as that of The Money Tree, Inc.
3. Proposed respondent The Money Tree, Inc. has engaged in the business of offering "consumer credit" to the public and is a "creditor" as those terms are defined in the Truth in Lending Act and Regulation Z.
4. The acts and practices of proposed respondents alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act.
5. Proposed respondents admit all the jurisdictional facts set forth in the draft complaint.

6. Proposed respondents waive:

- a. Any further procedural steps;
- b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law; and
- c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

7. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of sixty (60) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the proposed respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

8. This agreement is for settlement purposes only and does not constitute an admission by proposed respondents that the law has been violated as alleged in the draft complaint or that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.

9. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondents, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondents by any means specified in Section 4.4 of the Commission's Rules shall constitute service. Proposed respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of the order.

10. Proposed respondents have read the draft complaint and consent order. They understand that they may be liable for civil penalties in the amount provided by law for each violation of the order after it becomes final.

## ORDER

### I.

IT IS ORDERED that respondent The Money Tree, Inc., its successors and assigns, and its officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with any closed-end credit transaction originated by respondent, shall:

- A. Make all disclosures, determined in accordance with Sections 106 and 107 of the Truth in Lending Act, 15 U.S.C §§ 1605 and 1606, and Sections 226.4 and 226.22 of Regulation Z, 12 C.F.R §§ 226.4 and 226.22, in the manner, form and amount required by Sections 226.17, 226.18, 226.19 and 226.20 of Regulation Z, 12 C.F.R. §§ 226.17, 226.18, 226.19 and 226.20.
- B. Include in the finance charge and the annual percentage rate disclosed to the consumer, as required by Sections 106, 107 and 128 of the Truth in Lending Act, 15 U.S.C. §§ 1605, 1606 and 1638, and Sections 226.4(d), 226.22 and 226.18(d) and (e) of Regulation Z, 12 C.F.R §§ 226.4(d), 226.22, and 226.18(d) and (e), the premiums for credit-life, credit accident and health, credit accident and sickness, or accidental death and dismemberment insurance (hereinafter referred to collectively as "credit-related insurance") or auto club memberships that consumers are required to purchase in connection with an extension of credit.
- C. Exclude from the amount financed disclosed to the consumer, as required by Section 128 of the Truth in Lending Act, 15 U.S.C § 1638, and Section 226.18(b) of Regulation Z, 12 C.F.R § 226.18(b), credit-related insurance premiums or auto club membership fees that consumers are required to purchase in connection with an extension of credit.

### II.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., a corporation, its successors and assigns, and its officers, and respondee Mance R. Martin, individually and as an officer of the corporation, and respondents' agents, representatives, and employees, directly or through any corporate or other device, in connection with any closed-end credit transaction originated by respondents:

- A. Shall not require consumers to sign or initial a statement that credit-related insurance, auto club membership, or any other ancillary product or service has been voluntarily chosen if the consumer's purchase of such insurance, auto club membership, or ancillary product was required;

- B. Shall not misrepresent, orally or otherwise, directly or indirectly, that consumers who obtain a loan from respondents will receive credit-related insurance or an auto club membership at no additional cost to the consumer; and
- C. Shall not misrepresent, orally or otherwise, directly or indirectly, that the consumer's failure to elect credit-related insurance or auto club membership will result in delay in processing the loan or distributing the proceeds.

III.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., a corporation, its successors and assigns, and its officers, and respondent Mance R. Martin, individually and as an officer of the corporation, and respondents' agents, representatives, and employees, directly or through any corporate or other device, in connection with any closed-end credit transaction originated by respondents:

- A. Shall not, when credit-related insurance premiums and/or auto club membership fees are not included in the finance charge, refer in any way to the availability of such coverage, either orally or in writing, without at the same time disclosing orally:
  - (1) that the consumer has already been approved for the loan and the amount of the loan;
  - (2) that credit-related insurance and/or auto club memberships are optional;
  - (3) that the consumer's decision about insurance or auto club membership does not affect the amount of the consumer's loan or whether the consumer receives a loan;
  - (4) the amount of the premium or fee for each credit-related insurance or auto club membership; and
  - (5) that respondents will add the premiums and fees for the credit-related insurance and auto club membership to the consumer's loan amount.
- B. Shall, when credit-related insurance premiums and/or auto club membership fees are not included in the finance charge:
  - (1) present to the consumer as the first document at the time of closing, a separate, voluntary insurance election form ("Voluntary Insurance Election Form") that sets forth clearly and prominently the following information:

- (a) a statement that the consumer has already been approved for the loan;
- (b) a statement that the consumer does not have to purchase credit-related insurance or auto club membership to obtain the loan;
- (c) a statement that the consumer's decision about credit-related insurance or auto club membership will not affect the amount of the consumer's loan or whether the consumer receives a loan;
- (d) each option (i.e., type of credit-related insurance or auto club membership) available to the consumer;
- (e) the amount of the premium or fee for each credit-related insurance or auto club membership;
- (f) a statement that, if the consumer decides to buy credit-related insurance or an auto club membership, the consumer will have to pay the amounts listed in (e) above;
- (g) a statement that, if the consumer decides to buy credit-related insurance or an auto club membership, respondents will add the insurance premiums and membership fees to the consumer's loan amount;
- (h) a signature and date line for each option set forth in (d) above for the consumer to indicate his/her election; and
- (i) a statement that, if the consumer does not want to buy one of the products listed on the document described in this section, they should not place their signature on the line next to the product.

(2) make the disclosures required by Paragraph III(B)(1) on a separate document entitled "Voluntary Insurance Election Form" that contains no other printed or written material. The disclosures required by Subparagraphs III(B)(1)(a) through (c) shall not be smaller than 12-point type. A form substantially in conformance with Appendix A herein will be considered to be in compliance with the provisions of this Paragraph and Paragraph III(B)(1). Respondents shall maintain the original form for two years following its execution and provide the consumer with an executed copy thereof.

(3) provide, without marking or otherwise instructing a consumer where to sign or date the form, the separate Voluntary Insurance Election Form required by Paragraph III(B)(1) in advance of the consumer's free and independent choice for such insurance.

#### IV.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., a corporation, its successors and assigns, and respondent Vance R. Martin shall, on an annual basis, submit a written report, stating, for each branch office of The Money Tree, Inc., the penetration rate for direct loans of each product or service sold to loan applicants and purchased in connection with any credit transaction, including: credit-life insurance, credit accident and health insurance, credit accident and sickness insurance, accidental death and dismemberment insurance, and auto club memberships.

Such reports shall be submitted each year to the Commission's Division of Enforcement, Bureau of Consumer Protection, on the anniversary of the date this order is entered, for a period of five (5) years following the effective date of this order and thereafter upon request. The reports shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 6th and Pennsylvania Avenue, N.W., Washington, D.C. 20580.

For purposes of this Section, the term "penetration rate" means the percentage of all loans or contracts eligible for credit-related insurance or auto club membership on which charges for such insurance or auto club membership are made. In reporting penetration rates the respondents must state separately the total number and dollar amount of loan contracts entered into which were eligible for credit-related insurance or auto club membership, stated separately for credit-life, credit accident and health, credit accident and sickness, and accidental death and dismemberment insurance, and auto club membership.

#### V.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., a corporation, its successors and assigns, and respondent Vance R. Martin shall, for five (5) years from the date of issuance of this order, maintain and upon request immediately make available to the Federal Trade Commission for inspection and copying, all documents demonstrating compliance with this order.

#### VI.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., a corporation, its successors and assigns, and its officers, and respondent Vance R. Martin, individually and as an officer of the corporation, and respondents' agents, representatives, and employees, directly or

through any corporate or other device, shall comply with all provisions of the Consumer Redress Program as described in Appendices B, C, D, E, F, G and H.

## VII.

IT IS FURTHER ORDERED that during the sixty (60) day period described in Appendix B during which consumers are given the opportunity to cancel credit-related insurance, respondent The Money Tree, Inc., a corporation, respondent Vance R. Martin, or their employees or agents, and staff of the Federal Trade Commission shall not otherwise communicate directly with the consumers on the List, orally or in writing, concerning the redress program, except to refer such consumers to a taped 800-number message provided by the independent agent, which shall not deviate in substance from the document attached hereto as Appendix G, entitled "Script to Be Read Into 800-Number Voice Message."

## VIII.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., a corporation, its successors and assigns, and its officers, and respondent Vance R. Martin, individually and as an officer of the corporation, and respondents' agents, representatives, and employees, in connection with any closed-end credit transaction originated by respondents, shall, when respondents deny credit to a consumer or the charge for such credit is increased either in whole or in part because of information contained in a consumer report from a consumer reporting agency:

- A. Advise the consumer, at the time when the consumer is informed of the adverse action, that such action is based in whole or in part on information contained in a consumer report; and
- B. Supply the consumer with the name and address of the consumer reporting agency that furnished the consumer report.

## IX.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., its successors and assigns, and respondent Vance R. Martin shall, for a period of five (5) years following the date of service of this order, deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future agents, representatives, and employees having responsibility with respect to the subject matter of this order and shall secure from each such person a signed statement acknowledging receipt of the order. Respondents shall maintain and make available upon reasonable request by representatives of the Federal Trade Commission copies of said signed statements. Respondents shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

X.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., its successors and assigns, and respondent Vance R. Martin shall notify the Commission at least thirty (30) days prior to any change in the corporation that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in the corporation about which respondents learn less than thirty (30) days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 6th and Pennsylvania Avenue, N.W., Washington, D.C. 20580.

XI.

IT IS FURTHER ORDERED that respondent Vance R. Martin, for a period of ten (10) years after the date of issuance of this order, shall notify the Commission of the discontinuance of his current business or employment, or of his affiliation with any new business or employment relating to the extension of consumer credit. The notice shall include respondent's new business address and telephone number and a description of the nature of the business or employment and his duties and responsibilities. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 6th & Pennsylvania Avenue, Washington, D.C. 20580.

XII.

IT IS FURTHER ORDERED that respondent The Money Tree, Inc., a corporation, its successors and assigns, and its officers, and respondent Vance R. Martin shall, within one hundred and eighty (180) days of the date of service of this order, and at such other times as the Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

XIII.

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later. **provided, however,** that the filing of such a complaint will not affect the duration of:



- A. Any paragraph in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a ~~def~~endant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

**Provided further**,that if such complaint is dismissed or a federal court rules that respondents did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint has never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Signed this \_\_\_\_ day of \_\_\_\_\_ 1996.

THE MONEY TREE, INC.

BY: \_\_\_\_\_  
VANCE R. MARTIN  
President

\_\_\_\_\_  
VANCE R. MARTIN, individually  
and as an officer of the  
corporation

\_\_\_\_\_  
SHELDON FELDMAN  
Attorney for Respondents  
Weil, Gotshal & Manges LLP  
1615 L Street, N.W.  
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\_\_\_\_\_  
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APPROVED:

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PEGGY TWOHIG  
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Division of Credit Practices

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DAVID MEDINE  
Associate Director  
Division of Credit Practices

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JOAN Z. BERNSTEIN  
Director  
Bureau of Consumer Protection

**APPENDIX A**

**VOLUNTARY INSURANCE ELECTION FORM**

YOU HAVE ALREADY BEEN APPROVED FOR THIS LOAN.

YOU DO NOT HAVE TO PURCHASE CREDIT-LIFE, CREDIT-DISABILITY ("Accident and Health," "Accident and Sickness," or "Unemployment"), ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, OR AN AUTO CLUB MEMBERSHIP TO OBTAIN THIS LOAN.

YOUR DECISION ABOUT INSURANCE OR AUTO CLUB MEMBERSHIP DOES NOT AFFECT THE AMOUNT OF YOUR LOAN OR WHETHER YOU WILL RECEIVE A LOAN.

Your choices are shown below. If you decide to buy insurance or an auto club membership, you will pay the amounts listed below. The Money Tree, Inc. will add the premiums and membership fee to your loan amount.

**IF YOU DO NOT WANT TO BUY ONE OF THESE PRODUCTS, DO NOT PLACE YOUR SIGNATURE NEXT TO THAT PRODUCT ON THE LINES BELOW.**

I/We have chosen the following option(s)

DATE: \_\_\_\_\_

| Type  | Cost to You | Signature  |
|---|-------------|--|
| Credit-Life Insurance                                 | \$ _____    | I want credit-life insurance<br>_____ Signature<br>_____ Co-borrower       |
| Credit-Disability Insurance                           | \$ _____    | I want credit-disability insurance<br>_____ Signature<br>_____ Co-borrower |
| Accidental Death and Dismemberment ("AD&D") Insurance | \$ _____    | I want AD&D insurance<br>_____ Signature<br>_____ Co-borrower              |
| Auto Club Membership                                  | \$ _____    | I want auto club membership<br>_____ Signature<br>_____ Co-Borrower        |

## APPENDIX B

### Consumer Redress Program

1. Within 5 days after the date the order is issued, Money Tree shall deliver to the independent agent on magnetic tape or some other electronic medium the following loan data concerning all consumers who are obligated to make monthly payments to Money Tree as of the date the order is issued and whose loans were consummated during the two-year period ending on the date the order is issued ("open loan customers"):

a. Data pertaining to the first consumer named on the loan contract ("primary borrower"):

Date of Loan Closing  
Account Number  
Contract Number  
Branch Number  
Branch State  
First Name and Middle Initial  
Last Name  
Address  
City  
State  
Zip  
Amount Financed  
Credit-Life Insurance Premium Amount  
Credit-Disability Insurance Premium Amount  
Accidental Death & Disability Insurance Premium Amount  
Date Loan Is Expected to Terminate  
Monthly Payment Amount  
Number of Monthly Payments

b. Data pertaining to all subsequent consumers named on the loan contract ("co-borrowers"):

Account Number  
Contract Number  
Branch Number  
Branch State  
First Name and Middle Initial  
Last Name  
Address  
City  
State

- c. Zip  
Data pertaining to co-signers:
  - Account Number
  - Contract Number
  - Branch Number
  - Branch State
  - First Name and Middle Initial
  - Last Name
  - Address
  - City
  - State
  - Zip
  
- d. Data pertaining to consumers who have canceled or received a benefit from one or more insurance products:
  - Account Number
  - Contract Number
  - Branch Number
  - Branch State
  - Insurance Type (L/A/D) (representing Life, "Accident & Health," and "AccidentalDeath & Dismemberment" insurance)
  - Benefit/Canceled (B/C)

Money Tree will also provide as soon as possible any additional information that the independent agent reasonably needs to carry out the redress program described in this Appendix. Money Tree shall deliver all data and information described in this paragraph to the independent agent in a clean format compatible with the independent agent's computers.

- 2. During the period when the order is published in the Federal Register for notice and comment, Money Tree shall cooperate fully with the independent agent to conduct a test run that permits the independent agent to mail the letters described later in this Appendix as soon as possible.
  
- 3. After receiving from Money Tree all the data and other information described in Paragraph 1, the independent agent shall create a list ("the List") of eligible consumers who meet the following criteria:
  - a. Purchased one or more of the three types of credit-related insurance (as "credit-related insurance" is defined in the order) through Money Tree, the charge for which was not included in the finance charge computed for that loan; and

- b. Have not voluntarily canceled the coverage ("canceled") or had an insurance claim paid to them or paid on their behalf ("received a benefit") from each policy written through Money Tree. For purposes of this subsection, consumers who obtained more than one credit-related insurance policy from Money Tree shall not be excluded from the List unless they canceled or received a benefit from each of those policies.
4. For each consumer excluded from the List because they either canceled or received a benefit from one or more of their credit-related insurance policies, Money Tree shall provide to the Associate Director for Credit Practices, within sixty (60) days of the date the order is issued, the consumer's name, the consumer's address, the Money Tree account number, the Money Tree contract number, and the claim number assigned by the independent agent. At the same time, Money Tree shall provide a copy of the front of the check from the insurance company made payable to the consumer (in the case of the accidental death & dismemberment insurance) or made payable to the consumer and Money Tree (in the case of credit life insurance and credit disability insurance), to be accompanied by an affidavit from Money Tree authenticating such copies.
5. For each consumer on the List, the independent agent shall apply the formula in the document attached to the order as Appendix C to determine the amount of the premiums and related finance charges that were charged to the consumer's account for each credit-related insurance purchased through Money Tree ("amounts paid by the consumer").
6. For each consumer on the List, the independent agent shall create the Money Tree Insurance Cancellation Form ("Cancellation Form"), a copy of which is attached as Appendix D. The Cancellation Form shall include (a) the consumer's name and address, (b) the consumer's Money Tree account number, (c) the consumer's Money Tree contract number, (d) the claim number assigned to the consumer by the independent agent, (e) the date the letter was mailed, (f) the "return deadline" date, and (g) the amounts paid by the consumer for any of the three insurance products.
7. If the independent agent has no difficulty translating the data described in Paragraph 1 that it receives from Money Tree, the independent agent shall mail, as soon as possible and no later than thirty (30) calendar days after receiving all the data described in Paragraph 1 above, to all or nearly all consumers on the List by first class mail through the U.S. Postal Service, a Cancellation Form and the letter explaining the Cancellation Form attached to this order as Appendix E ("Redress Letter"), unless this deadline cannot be met due to unforeseen occurrences e.g., fire in the independent agent's plant) ("the First Mailing"). The independent agent shall include with the Cancellation Form and the Redress Letter a return envelope addressed to the independent agent. If the independent agent is unable to

mail Cancellation Forms and Redress Letters to a small percentage of consumers on the List by the 30-day deadline, the independent agent shall send the Cancellation Form and the Redress Letter to those consumers within five (5) additional days~~se~~, thirty-five (35) days after the independent agent receives all data described in Paragraph 1 ("the Second Mailing").

8. The Cancellation Form must be signed by all borrowers before the credit-related insurance shall be canceled. On any transaction with two or more borrowers where the borrowers reside at different addresses, the independent agent shall mail the Cancellation Form and the Redress Letter to each borrower's address by first-class mail through the U.S. Postal Service.
9. For any transactions for which a co-signer was involved, the independent agent shall mail a copy of the corresponding Cancellation Form and the Redress Letter to the co-signer(s) with the word "COPY" stamped in red on the Cancellation Form and the Redress Letter.
10. If any Cancellation Form, other than a copy to a co-signer, is returned as undeliverable, the independent agent shall request that Money Tree provide the independent agent with any current information in Money Tree's possession that may be needed to send a follow-up Redress Letter to the consumer. The independent agent will send one additional Cancellation Form and Redress Letter to the consumer's place of business, relatives, or any other location at which the consumer may be contacted ("the Re-Mailing"). If Money Tree is unable to provide an additional address, the independent agent, or a sub-contractor of the independent agent, shall perform an address search to attempt to locate the consumer. The one additional Cancellation Form and Redress Letter that the independent agent sends in the Re-Mailing shall include the date of the Re-Mailing and the new return deadline date, which shall be thirty (30) days after the date of the Re-Mailing, or the original return deadline date, whichever is later.
11. All consumers who meet the following criteria shall be entitled to a credit toward their outstanding loan balance:
  - a. return the Cancellation Form in an envelope with a postmark date before the return deadline date stated on their Cancellation Form, or if the postmark is illegible, the Cancellation Form is received by the independent agent no later than five (5) days after the return deadline date; and
  - b. indicate by a signature or signatures that they did not wish to purchase one or more credit-related insurance coverage and would like their insurance canceled and their account credited.

12. If a co-borrower fails to sign the Cancellation Form before it is returned to the independent agent, the deadline date for that co-borrower shall be extended by thirty (30) days. The independent agent shall re-mail the Cancellation Form and the Redress Letter to the co-borrower as soon as possible ("Co-Borrower Re-Mailing") with a copy of the letter attached to this order as Appendix F ("Notice to Co-Borrowers"). If the co-borrowers do not reside at the same address, the independent agent shall send the Co-Borrower Re-Mailing to the address of each co-borrower.
13. The independent agent shall determine the amount of the credit that Money Tree shall pay to each consumer ("credit amount") by adding together the amounts for those items listed on the Cancellation Form that the consumer has indicated he or she did not wish to purchase.
14. The independent agent shall transmit to Money Tree a list ("Credit List") containing the names of all consumers eligible to receive a credit under this Consumer Redress Program and all data necessary for Money Tree to apply the credit amount to the consumers' outstanding loan balances. For each consumer, the data shall include the consumer's full name, address, Money Tree branch number, Money Tree account number and contract number, claim number assigned by the independent agent, insurance product(s) to be canceled, and total amount to be credited to the consumer's account. The independent agent shall deliver the Credit List to Money Tree in five (5) installments, each delivery separated by fourteen (14) days. The independent agent shall deliver the first installment so that it is received by Money Tree fourteen (14) days after the independent agent sends the First Mailing. The second installment shall be received by Money Tree twenty-eight (28) days after the independent agent sends the First Mailing. The third installment shall be received forty-two (42) days after the First Mailing; the fourth installment shall be received fifty-six (56) days after the First Mailing; and the fifth installment shall be received seventy (70) days after the First Mailing. The first installment shall include the names of all eligible consumers whose Cancellation Forms were received by the independent agent between the date of the First Mailing and the date the first installment is due. Each successive installment shall include the names of all eligible consumers whose Cancellation Forms were received by the independent agent since the previous installment.
15. For any consumer who has neither paid off nor refinanced his or her loan between the date the order is issued and the date Money Tree receives the Credit List installment on which the consumer's name is listed, Money Tree shall reduce the consumer's last monthly payment by the credit amount or, if the credit amount exceeds the last monthly payment, all payments necessary to accommodate the credit. If the credit amount exceeds the outstanding loan balance, Money Tree shall, within fifteen (15) days of the date Money Tree receives the Credit List installment on which the consumer's name is listed, refund



the excess in one lump sum payment by delivering a check to the consumer either in person or by first-class mail through the U.S. Postal Service. No payment checks shall have a void date earlier than ninety (90) days after the date the check was issued.

16. For any consumer who makes his or her last loan payment between the date the order is issued and the date Money Tree receives the Credit List installment on which the consumer's name is listed, Money Tree shall, within fifteen (15) days after receiving that Credit List installment, refund the credit amount, less any refund already made by virtue of the prepayment of the loan that was current on the date the order was issued, in one lump sum payment by delivering a check for the credit amount either in person or by first-class mail through the U.S. Postal Service. No payment checks shall have a void date earlier than ninety (90) days after the date the check was issued. Money Tree shall document any deductions from the credit amount for refunds already made.
17. For any consumer who refinances his or her loan between the date the order is issued and the date Money Tree receives the Credit List installment on which ~~the~~ consumer's name is listed, Money Tree shall reduce the consumer's last monthly payment on the new, refinanced loan by the credit amount, less any refund already made by virtue of the prepayment of the loan that was current on the date the order was issued, or, if the credit amount exceeds the last monthly payment, all payments necessary to accommodate the credit. If the credit amount exceeds the outstanding loan balance on the refinanced loan as of the date Money Tree receives the Credit List from the independent agent, Money Tree shall, within fifteen (15) days after receiving the Credit List, refund the excess in one lump sum payment by delivering a check to the consumer either in person or by first-class mail through the U.S. Postal Service. No payment checks shall have a void date earlier than ninety (90) days after the date the check was issued. Money Tree shall document any deductions from the credit amount for refunds already made by providing a copy of the loan contract for the refinanced loan.
18. Within fifteen (15) calendar days after receiving each Credit List installment from the independent agent, Money Tree shall send a notice with language identical to that in the document entitled "Notice to Customers" (attached to the order as Appendix H) to all consumers listed on the Credit List installment who refinanced between the date the order was issued and the date Money Tree received the Credit List installment that includes their name. All blank lines on the Notice to Consumers shall be filled in by Money Tree. Money Tree shall deliver the Notice to Consumers either in person or by first-class mail through the U.S. Postal Service.
19. For any consumer who refinances his or her loan once between the date the order is issued and the date Money Tree receives the Credit List installment on which ~~the~~ consumer's

name is listed, and then a second time after Money Tree receives that Credit List installment, Money Tree shall give the consumer a check for the credit amount during the loan closing of the second refinancing.

20. For any consumer who refinances his or her loan twice between the date the order is issued and the date Money Tree receives the Credit List installment on which the consumer's name is listed, Money Tree shall, within fifteen (15) days after receiving that Credit List installment, refund the credit amount in one lump sum payment by delivering a check for the credit amount either in person or by first-class mail through the U.S. Postal Service. No payment checks shall have a void date earlier than ninety (90) days after the date the check was issued.
21. Within thirty (30) days after receiving each Credit List installment, Money Tree shall deliver to the independent agent a list of consumers on that Credit List installment to whom Money Tree delivered a check pursuant to Paragraphs 15, 16, 17, 19 and 20 of this Appendix. The list of consumers shall include the consumer's name, the consumer's address, the Money Tree account number and contract number, the claim number assigned by the independent agent, the number of the check Money Tree issued, and the amount of the check.
22. Money Tree shall not cancel the insurance of any consumer until Money Tree has received the Credit List installment stating which insurance products the consumer wishes to cancel. If a consumer refinances the loan that is open at the time the order is issued, Money Tree shall cancel only the insurance paid for with the loan that is open at the time the order is issued. If the consumer pays for insurance in connection with the refinanced loan, that insurance shall remain in force.
23. Between 10 and 13 months after the date the order is issued, Money Tree shall provide the independent agent with a report that includes the following (all computerized lists described in this section shall include Money Tree account numbers, Money Tree contract numbers, and the claim numbers assigned by the independent agent):
  - a. a computerized list of all consumers who received credit toward their outstanding loan balance; the amount of credit each of these consumers received; the amount that each of these consumers received, if any, in the form of a check; and the check number of that check;
  - b. a computerized list of all consumers who received a check and the check number and amount that each of these consumers received, including check number, name and address;

- c. check registers that include name, address, check numbers, Money Tree account numbers, Money Tree contract numbers, and the amount of the check for each consumer to whom Money Tree delivered a check, either in person or by mail;
  - d. checking account statements documenting all checks cashed by consumers; and
  - e. a computerized list of consumers who, despite returning their Cancellation Form to the independent agent and indicating that they did not wish to purchase one or more of the three types of insurance, received neither a credit nor a check from Money Tree. For each of these consumers, Money Tree shall state on the list why the consumer did not receive a credit or a check.
24. Money Tree shall bear all costs for the administration of the redress program described in this Appendix.

## APPENDIX C

### Formula for Calculating Redress

#### Terms Used

ToP = "Total of payments" stated on loan note or Truth in Lending disclosure statement (collectively referred to as "TILA disclosure")

AF = "Amount financed" stated on TILA disclosure

CL = Premium for credit-life insurance stated on TILA disclosure

CD = Premium for credit-disability insurance (referred to on TILA disclosure forms as "credit A&S" for Georgia loans and "credit A&H" for Alabama loans) stated on TILA disclosure

AD = Premium for accidental death & dismemberment ("AD&D") insurance (designated by the name "Thomas Jefferson" or the name of some other insurance company) stated on TILA disclosure

#### Performing the Calculations

The amount that the independent agent shall include in the Money Tree Insurance Cancellation Form for each of the three insurance products (credit-life, credit-disability, and accidental death & dismemberment insurance) shall be determined as follows:

1. Using the TILA disclosure, identify premiums and fees charged to the consumer for CL, CD, and AD ("insurance products");
2. Determine the "repayment factor" by dividing ToP by AF;
3. For each of the insurance products listed on the consumer's TILA disclosure, multiply the charge for the insurance product by the repayment factor to obtain the amount to include for that insurance product.

Thus, if a consumer's TILA disclosure indicates a charge for credit-life insurance, the amount that the independent agent should include in the Money Tree Insurance Cancellation Form for that product equals the following:

$$CL \times (ToP / AF)$$

#### EXAMPLE:

TILA disclosure included the following data:

ToP = \$850.00

AF = \$703.63

Appendix C  
Formula for Calculating Redress  
Page 2

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$$\begin{aligned} \text{CL} &= \$ 10.37 \\ \text{AD} &= \$156.00 \end{aligned}$$

$$\begin{aligned} \text{Repayment factor} &= 850.00 \div 703.63 = 1.208 \\ \text{Amount to include for credit-life} &= 10.37 \times 1.208 = \$12.53 \\ \text{Amount to include for AD\&D} &= 156.00 \times 1.208 = \$188.45 \end{aligned}$$

Because the TILA disclosure included no charges for credit-disability insurance, the Money Tree Insurance Cancellation Form would not mention that product.

**APPENDIX D**

[Name and Address of  
Independent Agent]

[Borrower's Name]

Claim Number: \_\_\_\_\_

[Address]

Mailing Date: \_\_\_\_\_

[City, State and Zip Code]

Account Number: \_\_\_\_\_

Return Deadline: \_\_\_\_\_

Contract Number: \_\_\_\_\_

**Money Tree Insurance Cancellation Form**

If you want to cancel any of the following insurance products because you did not want them when you got the loan from The Money Tree, sign this form above your printed name and make sure that your co-borrower, if any, also signs the form. This form must be returned with a postmark no later than \_\_\_\_\_ [the Return Deadline] **[Form will include only those insurance products for which the consumer was charged.]**

Credit-Life Insurance

You paid \$\_\_\_\_\_ for credit-life insurance.

I did not want credit-life insurance. Please cancel my credit-life insurance and credit my account for the amount listed above.

\_\_\_\_\_  
Joseph Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Smith

\_\_\_\_\_  
Date

Credit-Disability Insurance

You paid \$\_\_\_\_\_ for credit-disability insurance (called "Credit A&H" or "Credit A&S" on your loan contract).

I did not want credit-disability insurance. Please cancel my credit-disability insurance and credit my account for the amount listed above.

\_\_\_\_\_  
Joseph Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Smith

\_\_\_\_\_  
Date

Accidental Death and Dismemberment Insurance

You paid \$\_\_\_\_\_ for accidental death and dismemberment insurance.

I did not want accidental death and dismemberment insurance. Please cancel my accidental death and dismemberment insurance and credit my account for the amount listed above.

\_\_\_\_\_  
Joseph Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Smith

\_\_\_\_\_  
Date

## APPENDIX E

[Money Tree Letterhead]

Dear Money Tree Customer:

When you got your loan from us, you bought one or more of the following insurance products:

1. Credit-life insurance
2. Credit-disability insurance (called "Credit A&H" or "Credit A&S" on your loan contract)
3. Accidental death and dismemberment insurance

The amount(s) you paid for the product(s) are shown on the enclosed Money Tree Insurance Cancellation Form ("Cancellation Form").

In settlement of an action brought by the Federal Trade Commission, The Money Tree, Inc. is offering you an opportunity to cancel one or all of the types of insurance if you did not want them when you got the loan from us.

If you cancel any of the insurance, your last monthly payment will be reduced by the amount listed shown on the attached Cancellation Form for any insurance you choose to cancel. If the amount you would receive as a credit is larger than your last monthly payment, you will not have to make the last monthly payment, and your second-to-last payment will be reduced. If you have already made your last payment on this loan but did not want one or more of the insurance products listed above that you paid for, and if you do not have a new loan with us at the time, we will send you a refund check for that amount. If you have refinanced your loan and still owe Money Tree on the new, refinanced loan, the credit described above will be applied at the end of your refinanced loan.

### **What is credit-life insurance, and what happens if I cancel it?**

It depends on whether you got your loan from one of our offices in Alabama or from one of our offices in Georgia or Louisiana. In Alabama, if you have credit-life insurance with your loan and you die before your loan is paid off, the insurance company will pay Money Tree the part of the loan amount that you have not yet paid. In Georgia and Louisiana, if you have credit-life insurance with your loan and you die before your loan is paid off, the insurance company will pay Money Tree the amount that you have not yet paid and give the remainder of the payoff amount, if there is any, to the person you named as your beneficiary when you got the loan. If you cancel your insurance now and die before your Money Tree loan is paid off, the insurance company will not finish paying off the loan.



**What is credit-disability insurance, and what happens if I cancel it?**

If you have credit-disability insurance with your loan and become disabled and unable to work before your loan is paid off, the insurance company will make your monthly loan payments to Money Tree, based on the number of days you are disabled. If you cancel your credit-disability insurance now, you will have to make the monthly payments.

**What is accidental death and dismemberment insurance, and what happens if I cancel it?**

If you paid for accidental death and dismemberment insurance when you got your loan with us, the insurance company will pay the person you named as a beneficiary on the insurance forms if you die accidentally. If, instead of dying, you lose a body part (such as an eye, arm or leg), the insurance company will pay you the amount of money stated in the insurance policy. If you cancel the insurance now, you will not be covered if you die accidentally or are dismembered accidentally.

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**If you want to keep all the insurance products that you bought, you do not have to do anything. Your insurance coverage will continue as before.**

**If you did not want one or more of the insurance products when we made the loan to you and you want to cancel one or more of the insurance products, please sign and date the enclosed Money Tree Insurance Cancellation Form next to any product you want to cancel.** Then return it to [\_\_Independent Agent\_\_] in the return envelope provided. If you want to cancel one insurance product but keep another one, you should sign your name next to only the one(s) that you want to cancel. The Cancellation Form must be put in the mail and postmarked by the Return Deadline shown on the Cancellation Form. **THIS IS THE ONLY CHANCE YOU WILL HAVE TO RESPOND TO THIS OFFER.**

If there is more than one borrower on your loan, make sure that each borrower signs the Cancellation Form. (This does not include people who co-signed -- or guaranteed -- the loan.) Unless all borrowers sign the form, the insurance will not be canceled and the cost of the insurance will not be credited toward your account.

**If you have any questions concerning this letter, please contact [\_\_Independent Agent\_\_] at this toll-free number: 1- 800-xxx-xxxx. Please do not contact us.**

You must keep paying your monthly installments on your loan from us, even if you cancel the insurance and request a credit toward your account. We value you as a customer and

Money Tree Customer  
Page 3

hope to serve your financial needs in the future.

Sincerely,

Vance R. Martin, President  
The Money Tree, Inc.

## APPENDIX F

[Money Tree Letterhead]

[Borrower's Name]

[Address]

[City, State and Zip Code]

Account Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Claim Number: \_\_\_\_\_

Mailing Date: \_\_\_\_\_

Return Deadline: \_\_\_\_\_

### Notice to Co-Borrower

Dear [Co-Borrower's Name]:

Our records show that you and [\_\_Name of Other Co-Borrower\_\_] are co-borrowers on a loan with The Money Tree. Your co-borrower requested that we cancel the credit-life [and/or credit-disability, accidental death and dismemberment] insurance listed on the enclosed Money Tree Insurance Cancellation Form and give you a credit toward your loan balance because you and the co-borrower did not want the insurance when you took out a loan with us.

Before we can cancel the insurance and credit your loan balance for the amount you paid, we need your signature on the Cancellation Form also. If you did not want the insurance products listed on the Cancellation Form and you wish to cancel the insurance and receive a credit toward your loan balance, please sign the Cancellation Form and return it to [\_\_Independent Agent\_\_] in the return envelope provided. The return envelope must be postmarked by [\_\_Return Deadline date\_\_] or the insurance will not be canceled and you will not receive a credit.

**If you have any questions concerning this letter, please contact [\_\_Independent Agent\_\_] at this toll-free number:xxx-xxx-xxxx. Please do not contact us.**

You must keep paying your monthly installments on your loan from us, even if you cancel the insurance and request a credit toward your account. We value you as a customer and hope to serve your financial needs in the future.

Sincerely,

Vance R. Martin, President  
The Money Tree, Inc.

## APPENDIX G

### Script to Be Read Into 800-Number Voice Message

You have reached the toll-free, question-and-answer line for Money Tree and Money To Lend customers. If you have questions about the letter you recently received from Money Tree, please remain on the line and listen to the following taped series of questions and answers. Listening to the entire series will take approximately five minutes. You are free to hang up at any time, of course, if your question, or questions, are answered before the end of the tape. There will not be an opportunity to speak to a live operator at the end of the tape.

1. Q. Why did I get this letter?  
A. It was sent to all recent customers of Money Tree who were charged for the insurance mentioned in the letter. Money Tree agreed to send the letter to settle an action brought by the Federal Trade Commission, a federal agency in Washington, D.C. Money Tree denies any wrongdoing.
2. Q. What was the action about?  
A. The FTC alleged that Money Tree violated the Truth in Lending Act by requiring its customers to purchase certain types of insurance but failing to include the cost of the insurance in the finance charge and the annual percentage rate as required by the Act. MoneyTree's position is that all such charges were voluntary.
3. Q. What is credit-life insurance?  
A. If you got your loan in Alabama and you die before your loan is paid off, the insurance company will pay Money Tree the part of the loan amount that you have not yet paid. If you got your loan in Georgia or Louisiana and you die before your loan is paid off, the insurance company will pay Money Tree the amount you still owe and pay your beneficiary the difference between the coverage amount and the payoff amount of your loan.
4. Q. I don't understand.  
A. For example, if you died when the balance due ~~o~~ your loan was \$500, the insurance company would pay Money Tree \$500. Your estate would not owe Money Tree any more money.
5. Q. What if I already have a life insurance policy?

- A. Your life insurance benefits may be large enough to cover your loan with Money Tree. The credit-life insurance purchased through Money Tree is in addition to any other life insurance you may have.
6. Q. What is credit-disability insurance?
- A. It is insurance that provides financial protection in case you become sick or injured. If you become totally disabled and cannot work for some period (more than three days in a row in Georgia or more than two weeks in a row in Alabama and Louisiana), the insurance company will make your monthly payments to Money Tree for you, based on the number of days you are out of work due to illness. Of course, once you are able to return to work, the insurance company no longer makes these payments.
7. Q. What is accidental death and dismemberment insurance?
- A. If you have this insurance and you die accidentally, the insurance company will pay the face amount of the policy to the beneficiary. If you are injured and lose the use of some part of your body (such as an eye, arm, or leg), the insurance will pay you an amount specified in the policy.
8. Q. What does this letter mean? Why am I being given the chance to cancel my insurance?
- A. Money Tree states that it does not require borrowers to buy insurance. This opportunity to cancel is being offered to you in case you did not wish to buy insurance when you got the loan.
9. Q. What should I do if I want to cancel the insurance?
- A. Sign the Cancellation Form on the lines next to whichever type(s) of insurance you wish to cancel. Then place the Cancellation Form in the return envelope provided, place a stamp on the envelope, and put it in the mail by the Return Deadline printed on the Cancellation Form. If there was more than one borrower on the loan, each of you must sign the Form.
10. Q. What should I do if I want to keep the insurance?
- A. You do not have to do anything. Your insurance coverage will remain in force.
11. Q. What happens to my loan if I cancel the insurance?
- A. If you cancel, your last monthly payment will be reduced by the amount shown on the Cancellation Form for any insurance you choose to cancel. If you have already

made your last payment and you do not have a loan with Money Tree right now, Money Tree will send you a refund check for the amount on the Cancellation Form. If you have refinanced your loan, you will receive a credit on your new, refinanced loan.

12. Q. If I cancel the credit-life insurance and then die before the loan is paid in full, what will happen?
- A. If you are the principal borrower, you will not have credit-life insurance through Money Tree to pay off your loan.
13. Q. If I cancel the credit-disability insurance and then get sick or become disabled before the loan is paid in full, what will happen?
- A. If you are the principal borrower and you cannot work because of sickness or disability for some specified period of time (more than three days in a row in Georgia or more than two weeks in a row in Alabama), you will not have insurance through Money Tree to make your monthly payments and you would still have to make the monthly payments.
14. Q. If I cancel the accidental death and dismemberment policy, what will happen?
- A. The insurance company will not pay the person named in the policy as your beneficiary if you die accidentally. Also, if you are injured and lose the use of a body part, you will not receive the payment specified in the policy.
15. Q. If I cancel the insurance, will Money Tree be willing to lend to me in the future?
- A. Canceling the insurance will not affect your ability to get credit from Money Tree in the future.

You have reached the end of the question-and-answer line for Money Tree and Money Tree customers. We hope you found it helpful. Thank you for calling.

## APPENDIX H

[Money Tree Letterhead]

[Consumer's Name]

[Address]

[City, State and Zip Code]

Claim Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

### Notice to Customers

Dear Money Tree Customer:

In response to a letter from us, you recently sent a Money Tree Insurance Cancellation Form to [\_\_Independent Agent\_\_]. On that Cancellation Form you indicated that you did not want one or more of the following insurance products when you got your former loan from us, which has now been refinanced:

1. Credit-life insurance
2. Credit-disability insurance (called "Credit A&H" or "Credit A&S" on your loan contract)
3. Accidental death and dismemberment insurance

On the Cancellation Form, you requested that we cancel one or more of the insurance products and give you a credit toward your outstanding loan balance. Since that loan was paid off when you refinanced, we have applied the credit to your new, refinanced loan.

The amount for which we have credited your loan balance is the following:

\$ \_\_\_\_\_

Because of this credit, your final loan payment will be smaller. You will pay this amount:

\$ \_\_\_\_\_

If the credit amount is larger than the amount of your final loan payment, you will not have to make your final loan payment at all, and your next-to-last payment will also be smaller. You will pay this amount for your next-to-last payment:

\$ \_\_\_\_\_

If your credit amount is larger than your last two monthly payments combined, this is the number of monthly payments you may skip:

You do not have to pay the final \_\_\_\_ monthly payments.

Even though you have canceled one or more of your insurance coverages, you must keep making your monthly installments on your loan until the loan is fully paid. If this notice states that you owe nothing for one or more of your final payments, you do not have to make those payments, but you do have to make all earlier payments.

We hope this explanation has been helpful. We value you as a customer and hope to serve your financial needs in the future.

Sincerely,

Vance R. Martin, President  
The Money Tree, Inc.



UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

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|                             |   |            |
|-----------------------------|---|------------|
| In the Matter of            | ) |            |
|                             | ) |            |
| THE MONEY TREE, INC.,       | ) | DOCKET NO. |
| a corporation, and          | ) |            |
|                             | ) |            |
| VANCE R. MARTIN,            | ) |            |
| individually and as an      | ) |            |
| officer of the corporation. | ) |            |

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COMPLAINT

The Federal Trade Commission, having reason to believe that The Money Tree, Inc., a corporation, and Vance R. Martin, individually and as an officer of The Money Tree, Inc. ("respondents"), have violated the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45-58, as amended, and the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681-1681t, as amended, and that The Money Tree, Inc. has violated the Truth in Lending Act ("TILA"), 15 U.S.C. §§ 1601-1667, as amended, and its implementing Regulation Z, 12 C.F.R. Part 226, as amended, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, alleges:

- 1 Respondent The Money Tree, Inc., which also does business as Money To Lend, Inc. and Money To Lend, is a Georgia corporation, with its office and principal place of business located at 114 South Broad Street, Bainbridge, Georgia 31717, and operates offices throughout Georgia and Alabama.
- 2 Respondent Vance R. Martin is the sole owner and president of The Money Tree, Inc. Individually, or in concert with others, he formulates, directs, and controls the acts and practices of the corporate respondent, including the acts and practices alleged in this complaint. His principal place of business is the same as that of the corporate respondent.
- 3 Respondent The Money Tree, Inc. has engaged in the business of offering "consumer credit" to the public and is a "creditor" as those terms are defined in the Truth in Lending Act and Regulation Z.

COMPLAINT

4 Respondent The Money Tree, Inc. makes short-term installment loans to primarily low-income consumers. The loans are often for amounts between \$150 and \$400.

5 The acts and practices of respondents alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act.

#### Count I: Truth in Lending Act

6 Respondent The Money Tree, Inc., in the course and conduct of its business, has, on numerous occasions, required consumers to purchase a combination of credit-life, credit accident and health, credit accident and sickness, or accidental death and dismemberment insurance and/or an auto club membership (collectively referred to as "the extras") in connection with an extension of credit. On average, The Money Tree, Inc.'s customers paid approximately \$80.00 for the extras, plus interest.

7 Respondent The Money Tree, Inc. has not included the cost of the extras in the finance charge and the annual percentage rate disclosed to consumers, and has wrongfully included the cost of the extras in the amount financed disclosed to consumers.

8 Respondent The Money Tree, Inc.'s aforesaid acts and practices violate Sections 106, 107, and 128 of the TILA, 15 U.S.C. §§ 1605, 1606, and 1638, as amended, respectively, and Sections 226.4, 226.4(d), 226.22 and 226.18(b), (d) and (e) of Regulation Z, 12 C.F.R. §§ 226.4, 226.4(d), 226.22 and 226.18(b), (d) and (e), respectively, and constitute unfair and deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

#### Count II: Section 5 of the FTC Act

9 Respondents The Money Tree, Inc. and Vance R. Martin, in the course and conduct of their business, have, on numerous occasions, in connection with extensions of credit, induced consumers to execute statements indicating that they have voluntarily chosen certain "extras" when, in fact, the purchase of some combination of such extras was required to obtain credit with The Money Tree, Inc. The "extras" consisted of credit-life insurance, credit accident and health insurance, credit accident and sickness insurance, accidental death and dismemberment insurance, and an auto club membership.

10 Respondents' aforesaid acts and practices have caused substantial injury to consumers that is not outweighed by countervailing benefits to consumers or competition and is not reasonably avoidable by consumers.

11 Therefore, the acts and practices of respondents alleged in Paragraph 10 were, and are, unfair or deceptive in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count III: Fair Credit Reporting Act

12 For purposes of this count, the terms "consumer," "consumer report," and "consumer reporting agency" are defined as set forth in Sections 603(c), (d) and (f), respectively, of the Fair Credit Reporting Act, 15 U.S.C. § 1681a(c), (d) and (f).

13 Respondents The Money Tree, Inc. and Vance R. Martin, in the course and conduct of their business, have, on numerous occasions when respondents have denied credit to a consumer either in whole or in part because of information contained in a consumer report from a consumer reporting agency, failed to:

- a advise the consumer, at the time when the consumer was informed of such adverse action, that the adverse action was based in whole or in part on information contained in a consumer report; and
- b supply the consumer with the name and address of the consumer reporting agency that furnished the consumer report.

14 Respondents' aforesaid acts and practices violate Section 615(a) of the FCRA, 15 U.S.C. § 1681m(a). Pursuant to Section 621 of the FCRA, 15 U.S.C. § 1681s, respondents' violations of the FCRA constitute unfair or deceptive acts and practices, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

THEREFORE, the Federal Trade Commission this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, has issued this complaint against respondents.

By the Commission.

Donald S. Clark  
Secretary

ANALYSIS OF PROPOSED CONSENT ORDER  
TO AID PUBLIC COMMENT

The Federal Trade Commission has accepted an agreement, subject to final approval, to a proposed consent order from The Money Tree, Inc. ("Money Tree"), and Vance R. Martin, individually and as an officer of Money Tree (collectively referred to as "respondents").

The proposed order would settle charges that Money Tree, which also does business as Money To Lend, Inc. and Money To Lend, violated the Truth in Lending Act ("TILA") and its implementing Regulation Z. The proposed order would also resolve allegations that Money Tree and Vance R. Martin violated the Federal Trade Commission Act ("FTC Act") and the Fair Credit Reporting Act ("FCRA"). The TILA and Regulation Z require creditors to provide consumers with written disclosures of the costs and credit terms associated with loans. Section 5 of the FTC Act prohibits unfair or deceptive acts or practices in or affecting commerce. The FCRA requires creditors to provide applicants who are denied credit due to information contained in a credit report with a notice containing the name and address of the credit reporting agency that supplied the report.

The proposed consent order has been placed on the public record for sixty (60) days for reception of comments by interested persons. Comments received during this period will become part of the public record. After sixty (60) days, the Commission will again review the agreement and the comments received and will decide whether it should withdraw from the agreement or make final the agreement's proposed order.

The complaint alleges that Money Tree required consumers to purchase credit-life insurance, credit-disability insurance, accidental death and dismemberment insurance and/or an auto club membership (collectively referred to as "extras") in connection with its loans, but (1) failed to include the costs of these extras in the finance charge and annual percentage rate ("APR") disclosed to consumers, and (2) wrongfully included the premiums and fees in the amount financed, causing customers to pay interest on the premiums and fees for these extras. These practices, according to the complaint, violate Sections 106, 107, and 128 of the Truth in Lending Act ("TILA"), 15 U.S.C. §§ 1605, 1606, and 1638, as amended, respectively, and Sections 226.4, 226.4(d), 226.22, and 226.18(b), (d), and (e) of Regulation Z, 12 C.F.R. §§ 226.4, 226.4(d), 226.22, and 226.18(b), (d) and (e), respectively.

The complaint further alleges that respondents violated Section 5 of the FTC Act, 15 U.S.C. § 45(a), by inducing consumers to execute documents stating that they voluntarily chose the extras when, in fact, the extras were mandatory to obtain a loan. Finally, the complaint alleges that respondents violated Section 615(a) of the FCRA, 15 U.S.C. § 1681m(a), by denying credit to consumers either wholly or partly because of information in a report from a consumer reporting agency but failing to: (a) advise the applicant, at the time the applicant was informed of such adverse action, that the adverse action was based in whole or in part on information contained in a consumer report; and (b) supply the applicant with the name and address of the consumer reporting agency making the report.

The proposed order contains injunctive provisions designed to remedy the violations charged and to prevent respondents from engaging in similar acts and practices in the future. Specifically, the order would require that Money Tree: (1) make all disclosures in accordance with the TILA; (2) include in the finance charge and the APR disclosed to consumers the costs of extras that consumers are required to purchase in connection with their loans; and (3) exclude from the amount financed disclosed to consumers the costs of extras that consumers are required to purchase in connection with their loans.

The proposed order would also prohibit respondents from referring to the availability of any extra without at the same time disclosing orally: (1) that the consumer has already been approved for the loan, (2) the amount of the loan, (3) that the extras are optional, (4) that the consumer's decision about the extras does not affect the amount of their loan or whether the consumer will receive a loan, (5) the amount of the premium or fee for each extra, and (6) that Money Tree will add premiums and fees for the extras to the consumer's loan amount. The proposed order would further require respondents to provide future customers with a separate document that states, inter alia, that the consumer has already been approved for the loan and that the consumer should not sign the form unless they want to buy one of the extras. The proposed order would also require that respondents: (a) advise rejected applicants that they have been denied credit in whole or in part because of information in a consumer report; and (b) give rejected applicants the name and address of the consumer reporting agency making the report.

The proposed order would provide Money Tree customers with an opportunity to receive refunds. Under the proposed order, Money Tree must offer its customers an opportunity to cancel the credit-life insurance, credit-disability insurance, and accidental death and dismemberment insurance written on their loans and obtain cash refunds or credits to their accounts.

The purpose of this analysis is to facilitate public comment on the proposed order, and it is not intended to constitute an official interpretation of the agreement and proposed order or to modify in any way its terms.