Consumer Financial Protection Bureau

Debt Collection Rule FAQs

The questions and answers below pertain to compliance with the Debt Collection Rule.

Limited-Content Messages

QUESTION 1:

What is a "limited-content message"?

ANSWER (UPDATED 10/01/2021)**:**

Under the Debt Collection Rule, a "limited-content message" is a message that:

- Is a voicemail;
- Is for a consumer; and
- Includes the required content.

The **required content** includes the following:

- A business name for the debt collector that does not indicate that the caller is in the business of collecting debts;
- A request that the consumer reply to the message;
- The name or names of one or more natural persons whom the consumer can contact to reply to the debt collector; and

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This is a Compliance Aid issued by the Consumer Financial Protection Bureau. The Bureau published a Policy Statement on Compliance Aids, available at https://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/policy-statement-compliance-aids/, that explains the Bureau's approach to Compliance Aids.

- A telephone number or numbers that the consumer can use to reply to the debt collector.

12 CFR § 1006.2(j).

In addition to the required content, a limited-content message may also include one or more of the following items of **optional content**:

- A salutation;
- The date and time of the message;
- Suggested dates and times for the consumer to reply to the message; and
- A statement that, if the consumer replies, the consumer may speak to any of the company's representatives or associates.

Under the Rule, debt collectors must not, with some exceptions, communicate in connection with the collection of a debt with a third party. 12 CFR § 1006.6(d). Since a limited-content message is an attempt to communicate and not a communication under the Debt Collection Rule, as discussed in Debt Collection Limited-Content Messages Question 2, a debt collector who leaves only a limited-content message does not violate the prohibition against third-party communications. 12 CFR § 1006.2(b) and Comment 2(d)-2.

In addition, leaving a limited-content message does not violate the Debt Collection Rule's requirement to meaningfully disclose the caller's identity with respect to that voicemail message. Comment 2(j)-3.

For more information about the definition of a limited-content message under the Debt Collection Rule, see Section 3.3 in the Debt Collection Small Entity Compliance Guide.

QUESTION 2:

Is a limited-content message a "communication"?

ANSWER (UPDATED 10/01/2021)**:**

No.

Under the Debt Collection Rule, a "communication" is defined as the conveying of information regarding a debt directly or indirectly to any person through any medium, including any oral, written, electronic, or other medium. For example, a communication may occur in person or by telephone, audio recording, paper document, mail, email message, text message, social media,

or other electronic media. 12 CFR § 1006.2(d) and Comment 2(d)-1. An "attempted communication" is defined 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. 12 CFR § 1006.2(b) and Comment 2(b)-1.

A limited-content message is an "attempt to communicate" but is not a "communication" under the Debt Collection Rule because it does not convey information regarding a debt directly or indirectly to a person. 12 CFR § 1006.2(b) and (d). Thus, a limited-content message is subject to the requirements and prohibitions that apply to attempts to communicate but not to the requirements and prohibitions that apply only to communications.

If, however, a debt collector does not include all of the required content, knowingly leaves the voicemail for anyone other than a consumer, leaves the message in a medium other than voicemail, or adds content beyond the required and optional content, the message is not a limited-content message. Instead, generally, that message is an attempt to communicate. 12 CFR § 1006.2(b). Additionally, if content is added to the message beyond the required and optional content, and the additional content conveys information about a debt, the message is a communication. 12 CFR § 1006.2(d) and Comment 2(j)-1.

For more information about limited-content messages, see Section 3.3.3 in the Debt Collection Small Entity Compliance Guide. For more information about the definitions of "attempt to communicate" and "communication," see Section 3.3 in the Debt Collection Small Entity Compliance Guide.

QUESTION 3:

Is a voicemail a limited-content message if it contains information that is required by state law but that information is not required or optional content under the Rule?

ANSWER (UPDATED 10/01/2021)**:**

No. If a voicemail includes any information beyond the required or optional content in the Debt Collection Rule, the voicemail is not a limited-content message. 12 CFR § 1006.2(j). If a state law requires additional or different information to be included in a voicemail message left by a debt collector, a debt collector's voicemail message in that state would not be a limited-content

message. For more information about the required and optional content for limited-content messages, see Debt Collection Limited-Content Messages Question 1.

However, the inclusion of state-required statements or information does not mean the voicemail message is automatically a communication under the Debt Collection Rule. As discussed in Debt Collection Limited-Content Messages Question 2, a voicemail is a communication under the Rule only if it conveys information about a debt, directly or indirectly, to any person through any medium.

For more information about limited-content messages under the Debt Collection Rule, see Section 3.3.3 in the Debt Collection Small Entity Compliance Guide. For more information about the definition of "communication," see Section 3.3 in the Debt Collection Small Entity Compliance Guide.

QUESTION 4:

If a call drops or is otherwise interrupted while a debt collector is leaving a limited-content message, is the voicemail still a limited-content message?

ANSWER (UPDATED 10/01/2021)**:**

No. If a call drops or is otherwise interrupted and results in a partial voicemail that does not include all of the required content, that partial voicemail is not a limited-content message. 12 CFR § 1006.2(j).

As discussed in Debt Collection Limited-Content Messages Question 2, if a voicemail contains information that conveys information about a debt, the voicemail is not a limited-content message and is a communication, even as a partial message. 12 CFR § 1006.2(d). If, however, a debt collector attempts to leave only a limited-content message, but the message is cut off, it is not a communication because the partial message does not contain information about a debt. For example, if the partial message contains only some of the required or optional limited-content message content, then the partial message is an attempt to communicate and not a communication.

For more information about limited-content messages, see Section 3.3.3 in the Debt Collection Small Entity Compliance Guide. For more information about the definitions of "attempt to communicate" and "communication" see Section 3.3 in the Debt Collection Small Entity Compliance Guide.

QUESTION 5:

Can a debt collector use a pre-recorded voicemail message to deliver a limited-content message?

ANSWER (UPDATED 10/01/2021)**:**

Yes. The Debt Collection Rule does not prohibit a debt collector from using a pre-recorded message to leave a limited-content message. However, there are requirements in the Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227) regarding the use of pre-recorded messages that a debt collector may want to review before leaving a pre-recorded message.

For more information about limited-content messages, see Section 3.3.3 in the Debt Collection Small Entity Compliance Guide.

QUESTION 6:

Are *Zortman* voicemails considered limited-content messages?

ANSWER (UPDATED 10/01/2021)**:**

No.

In *Zortman v. J.C. Christensen & Assocs., Inc.* (870 F. Supp. 2d 694 (D. Minn. 2012)), the debt collector left the following voicemail: "We have an important message from [company's name]. This is a call from a debt collector. Please call [company's telephone number]."

The voicemail message from *Zortman* is not a limited-content message because it does not contain all of the required content for a limited-content message and it includes additional content that is neither required content nor optional content for limited-content messages, specifically that the call is from a debt collector. 12 CFR § 1006.2(j). For more information about the required and optional content for limited-content messages, see Debt Collection Limited Content Messages Question 1. Since the voicemail message in *Zortman* is not a limited-content message, it does not receive a safe harbor from the prohibition against third party communications under the Rule, discussed in Debt Collection Limited-Content Messages Question 2. 12 CFR § 1006.2(j).

For more information about limited-content messages, see Section 3.3.3 in the Debt Collection Small Entity Compliance Guide.

QUESTION 7:

Does the Debt Collection Rule prohibit a debt collector from leaving a *Zortman* voicemail?

ANSWER (UPDATED 10/01/2021)**:**

The Debt Collection Rule does not address whether debt collectors may leave the voicemail message from *Zortman v. J.C. Christensen & Assocs., Inc.* (870 F. Supp. 2d 694 (D. Minn. 2012)), which is described in Debt Collection Limited-Content-Messages Question 6.

The court in *Zortman* determined that the voicemail left for the consumer in that case was not a communication under the FDCPA in the circumstances presented by the case.

For more information about limited-content messages, see Section 3.3.3 in the Debt Collection Small Entity Compliance Guide.

QUESTION 8:

Is a debt collector required to use their legal or registered Doing Business As (DBA) name in a limited-content message?

ANSWER (UPDATED 10/01/2021)**:**

No. The Debt Collection Rule does not require the business name in a limited-content message to be the debt collector's legal name or registered DBA.

As discussed in Debt Collection Limited-Content Messages Question 1, in order for a voicemail message to be a limited-content message under the Debt Collection Rule, the voicemail must contain certain required content, including a business name for the debt collector that does not indicate that the caller is in the business of collecting debts. 12 CFR § 1006.2(j)(1). The Debt Collection Rule does not change existing case law regarding whether or what names indicate or do not indicate that a debt collector is in the debt collection business. For example, if a debt collector could properly use the business name on an envelope without violating the FDCPA or the Debt Collection Rule, the debt collector could use the same business name in a limited-content message. 12 CFR § 1006.22(f)(2). Further, as discussed in Debt Collection Limited-Content Messages Question 1, leaving a limited-content message does not violate the requirement to meaningfully disclose the caller's identity with respect to that voicemail message, even though that message may contain abbreviations or may not include the debt collector's full legal name. 12 CFR § 1006.2(j) and Comment 2(j)-3.

State licensing or other laws, however, may require a debt collector to use their registered DBA when leaving messages for consumers. If a debt collector's registered DBA indicates that the debt collector is in the business of debt collection, and if, pursuant to a State licensing or other legal requirement, the debt collector is required to use its registered DBA in a voicemail for a consumer, the voicemail would not be a limited-content message. 12 CFR § 1006.2(j)(1). In that case, because, under the Debt Collection Rule, a limited-content message must contain a business name and the business name must not indicate the caller is in the business of collecting debts, the debt collector would not be able to leave limited-content messages that comply with State law. Additionally, a debt collector must also comply with all other applicable provisions of the Debt Collection Rule when disclosing their business name in a limited-content message, such as the prohibition against using false, deceptive, or misleading representations or means in connection with the collection of any debt. 12 CFR § 1006.18(a). For more information about the prohibition against false, deceptive, or misleading representations or means, see Section 8 in the Debt Collection Small Entity Compliance Guide.

For more information about limited-content messages, see Section 3.3.3 in the Debt Collection Small Entity Compliance Guide.

QUESTION 9:

If the recipient of a limited-content message researches the business name and identifies the caller as a debt collector, does that mean the voicemail is no longer a limited-content message?

ANSWER (UPDATED 10/01/2021)**:**

No. A message does not fail to be a limited-content message merely because a person who hears the message researches the debt collector's business name, and, in doing so, determines that the caller is in the business of debt collection.

As discussed in Debt Collection Limited-Content Messages Question 1, in order for a voicemail message to be a limited-content message under the Debt Collection Rule, the voicemail must contain certain required content, including a business name for the debt collector that does not indicate that the caller is in the business of collecting debts. 12 CFR § 1006.2(j)(1). As long as the business name used by the debt collector, on its own, does not indicate that the caller is in the business of collecting debts, the message is a limited-content message, provided that it meets the other requirements for a limited-content message. 12 CFR § 1006.2(j).

For more information about limited-content messages, see Section 3.3.3 in the Debt Collection Small Entity Compliance Guide.

Telephone Call Frequency

QUESTION 1:

Does the Debt Collection Rule limit the frequency of telephone calls a debt collector may place, or telephone conversations a debt collector may have, about a debt?

ANSWER (UPDATED 10/01/2021)**:**

The Debt Collection Rule does not impose a specific "limit" or "cap" on the frequency of telephone calls that a debt collector may place or conversations that a debt collector may have about a debt. Instead, the Rule establishes a presumption of a violation of, and a presumption of compliance with, the prohibition against harassing, oppressive, or abusive conduct, based on the frequency of a debt collector's telephone calls and conversations. These presumptions are discussed in Debt Collection Call Frequency: Presumptions Question 1.

In general, under the Debt Collection Rule, a debt collector must not engage in conduct in connection with the collection of a debt if the natural consequence of that conduct is to harass, oppress, or abuse any person. 12 CFR § 1006.14(a). In addition to this general prohibition, the Debt Collection Rule specifically prohibits a debt collector from placing telephone calls or engaging any person in telephone conversations repeatedly or continuously with the intent to annoy, abuse, or harass any person at the called number. 12 CFR § 1006.14(b)(1). This specific prohibition related to telephone calls and telephone conversations will be referred to as "the prohibition against repeated or continuous telephone calls or conversations" throughout these FAQs.

A debt collector who complies with the specific prohibition against repeated or continuous telephone calls or conversations complies with the general prohibition against engaging in conduct the natural consequence of which is to harass, oppress, or abuse any person solely with respect to the frequency of the debt collector's telephone calls. A debt collector nevertheless could violate the general prohibition 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. Comment 14(b)(1)-1.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide.

Telephone Call Frequency: Presumptions

QUESTION 1:

What are the presumptions related to telephone call frequency?

ANSWER (UPDATED 10/01/2021)**:**

Under the Debt Collection Rule, a debt collector is **presumed to comply** with the prohibition against repeated or continuous telephone calls or conversations 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 calendar days ["**call frequency prong**"]; nor
- Within a period of seven consecutive calendar days after having had a telephone conversation with the person in connection with the collection of such debt ["**conversation frequency prong**"].

For the presumption of compliance to apply, the debt collector must not exceed either prong of the standard.

12 CFR § 1006.14(b)(2)(i).

Conversely, a debt collector is **presumed to violate** the prohibition against repeated or continuous telephone calls or conversations if the debt collector places a telephone call to a particular person in connection with the collection of a particular debt:

- More than seven times within seven consecutive calendar days ["**call frequency prong**"]; or
- Within a period of seven consecutive calendar days after having had a telephone conversation with the person in connection with the collection of such debt ["**conversation frequency prong**"].

The presumption of a violation applies if the debt collector exceeds one or both prongs of the standard.

12 CFR § 1006.14(b)(2)(ii).

The term particular debt means each of a consumer's debts in collection, except in the case of student loan debt. 12 CFR § 1006.14(b)(4). For more information about the definition of particular debt as it applies to student loan debt, see Section 7.1.1 in the Debt Collection Small Entity Compliance Guide. In addition, certain telephone calls are excluded from the presumptions related to telephone call frequency. 12 CFR § 1006.14(b)(3). For more information about excluded telephone calls, see Debt Collection Telephone Call Frequency: Excluded Calls Question 1.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide.

QUESTION 2:

Do incoming telephone calls from a consumer to a debt collector about a debt count for purposes of the "call frequency prong" of the presumptions related to telephone call frequency?

ANSWER (UPDATED 10/01/2021)**:**

No. When a consumer places a telephone call to a debt collector, that telephone call is not a telephone call placed by the debt collector. Therefore, that telephone call is not included when determining whether the debt collector complied with the "call frequency prong" of the presumptions related to telephone call frequency. 12 CFR § 1006.14(b)(2). For more information about the "call frequency prong" of the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1.

However, if a debt collector has a conversation with the consumer about a debt (no matter which party initiated the call), and the debt collector then places a telephone call to the consumer to discuss the same debt within the next seven days, the debt collector is presumed to violate the "conversation frequency prong" of the presumptions related to telephone call frequency, unless an exception applies. 12 CFR § 1006.14(b)(2)(ii). See also Comment 14(b)(4)-1. For more information about the "conversation frequency prong" of the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide.

QUESTION 3:

Does the prohibition against repeated or continuous telephone calls or conversations apply to other media types, such as electronic messages that may be received on a mobile phone?

ANSWER (UPDATED 10/01/2021)**:**

No. The prohibition against repeated or continuous telephone calls or conversations only applies to telephone calls; it does not apply to other media types, such as text messages, email, in-person interactions, or social media. Because the prohibition against repeated or continuous telephone calls or conversations does not apply to media other than telephone calls, the presumptions related to telephone call frequency discussed in Debt Collection Telephone Call Frequency: Presumptions Question 1 do not apply to media other than telephone calls. Comment 14(b)-1.

However, a debt collector's conduct using any media, such as in-person interactions, telephone calls, audio recordings, paper documents, mail, email, text messages, and social media, including the cumulative effect of the debt collector's conduct across multiple media types, may still violate the general prohibition against harassing, oppressive, or abusive conduct. 12 CFR § 1006.14(a).

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1.

QUESTION 4:

How do the presumptions related to telephone call frequency apply if a consumer has multiple telephone numbers?

ANSWER (UPDATED 10/01/2021)**:**

The presumptions related to telephone call frequency, as discussed in Debt Collection Telephone Call Frequency: Presumptions Question 1, apply per person, per debt, regardless of how many telephone numbers are associated with a particular person. 12 CFR § 1006.14(b)(2)(i) and (ii). For example, if a debt collector has eight different telephone numbers associated with a consumer and places one unanswered call to each of the telephone numbers about the same debt within seven consecutive days, the debt collector is presumed to violate the "call frequency prong" of the presumptions related to telephone call frequency, as

discussed in Debt Collection Telephone Call Frequency: Presumptions Question 1, unless an exception applies. 12 CFR § 1006.14(b)(2)(ii).

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1.

QUESTION 5:

If a debt collector learns that a telephone number the debt collector previously called is not associated with the consumer, do those calls count toward the presumptions related to telephone call frequency for the consumer?

ANSWER (UPDATED 10/01/2021)**:**

No. Misdirected calls do not count toward the presumptions related to telephone call frequency for the consumer, since the telephone number is not associated with the consumer and the consumer does not answer telephone calls to that number. Comment 14(b)(2)(i)-3. However, the presumptions related to telephone call frequency, discussed in Debt Collection Telephone Call Frequency: Presumptions Question 1, apply to all persons, not just to the consumer or the person who owes or allegedly owes the debt. 12 CFR § 1006.14(b)(2). Thus, the calls placed do count toward the presumptions related to telephone call frequency for the person who actually received the call attempt.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1.

QUESTION 6:

How does a telephone conversation about multiple debts count for purposes of the “conversation frequency prong” of the presumptions related to telephone call frequency?

ANSWER (UPDATED 10/01/2021)**:**

If a debt collector and a consumer have a telephone conversation about multiple debts, the debt collector has engaged in a telephone conversation in connection with the collection of each debt

discussed. This is true regardless of which party (the debt collector or the consumer) initiated the telephone call or the discussion of each debt. 12 CFR § 1006.14(b)(2)(i)(B) and Comment 14(b)(4)-1.ii. As a result, if, during the seven-day period after the conversation, the debt collector places a telephone call to the consumer regarding any of the debts discussed in the conversation, the debt collector is presumed to have violated the "conversation frequency prong" of the presumptions relating to call frequency, discussed in Debt Collection Telephone Call Frequency: Presumptions Question 1, unless an exception applies. Comment 14(b)(4)-1.ii.

For example, assume a debt collector is attempting to collect a medical debt and a credit card debt from the same consumer and 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 they do not want to discuss the medical debt, and instead initiates a discussion about the credit card debt. The debt collector has had a conversation with the consumer with respect to the medical debt and the credit card debt. If, during the seven-day period following the conversation, the debt collector places a telephone call to the consumer regarding either debt, the debt collector would be presumed to violate the "conversation frequency prong" of the presumptions relating to call frequency for that debt, even though the consumer initiated the conversation about the credit card debt. See Comments 14(b)(4)-1.ii. and -2.vi.

For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1. For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide.

QUESTION 7:

If a debt collector calls a consumer to discuss multiple debts the consumer owes or allegedly owes but does not reach the consumer or leave any voicemails, how do those telephone calls count for purposes of the "call frequency prong" of the presumptions related to telephone call frequency?

ANSWER (UPDATED 10/01/2021)**:**

If a debt collector calls a consumer to discuss multiple debts the consumer owes or allegedly owes, but the consumer does not answer the call and the debt collector does not leave a voicemail, 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 applies. Comment 14(b)(4)-1.i. For example, assume that a debt collector is attempting to collect a medical debt and a credit

card debt from the same consumer and the debt collector places four unanswered telephone calls to the consumer. The debt collector may count the calls for the purposes of the "call frequency prong" of the presumptions related to telephone call frequency in several different ways. To list just a few examples, the debt collector may:

- Count all four of the calls as calls placed in connection with the collection of the medical debt or as calls placed in connection with the collection of the credit card debt.
- Count all four of the calls as calls placed in connection with the collection of the medical debt and the credit card debt.
- Count two of the calls as calls placed in connection with the collection of the medical debt, and two of the calls as calls placed in connection with the collection of the credit card debt.

Comment 14(b)(4)-1.i.

For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1. For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide.

QUESTION 8:

What if a debt collector operates in a state that has different rules regarding how many times a debt collector may call or have a conversation with a consumer about a debt?

ANSWER (UPDATED 10/01/2021)**:**

The Debt Collection Rule does not preempt a state law that affords greater protection to consumers, including, for example, by imposing limits or more restrictive presumptions related to telephone call frequency.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide.

Telephone Call Frequency: Excluded Calls

QUESTION 1:

Are certain telephone calls excluded from the presumptions related to telephone call frequency?

ANSWER (UPDATED 10/01/2021)**:**

Yes. Under the Debt Collection Rule, certain telephone calls are excluded from the telephone call frequencies. A telephone call placed to a person does not count toward the telephone call frequencies if the telephone call is:

- **Placed with direct prior consent.** A person's prior consent must be given directly to the debt collector and the calls must be placed within a period no longer than seven consecutive days after receiving the direct prior consent. That is, if a person gives direct prior consent for additional telephone calls about a particular debt 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 for a period of up to seven consecutive days. A person's direct prior consent may also expire before the end of the seven-consecutive-day period. A person's direct prior consent expires when any of the following occur: (1) the person consents to telephone calls in excess of the telephone call frequencies for a period of less than seven days and such period has ended; (2) the person revokes such direct prior consent; or (3) the debt collector has a telephone conversation with the person regarding the particular debt. Comments 14(b)(3)(i)-2 and -3.
- **Not connected 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.
- **Placed to certain permitted third parties.** These parties include: a consumer's attorney, the creditor, the creditor's attorney, the debt collector's attorney, or a consumer reporting agency (if otherwise permitted by law).

12 CFR § 1006.14(b)(3).

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more

information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1.

QUESTION 2:

How long is a consumer's direct prior consent valid?

ANSWER (UPDATED 10/01/2021)**:**

For purposes of the telephone call frequency exclusions, the maximum time a consumer's direct prior consent to additional telephone calls is valid under the Debt Collection Rule is seven days, even if the consumer agrees to a longer period. 12 CFR § 1006.14(b)(3) and Comment 14(b)(3)(i)-2. However, as discussed in Debt Collection Telephone Call Frequency: Excluded Calls Question 1, once the debt collector has a telephone conversation with the consumer regarding the debt, the consumer's direct prior consent expires. Further, a consumer may revoke their direct prior consent for additional telephone calls at any time. Any calls placed after the consumer's direct prior consent expires count toward the telephone call frequencies unless an exception applies, or the debt collector obtains new direct prior consent from the consumer. See Debt Collection Telephone Call Frequency: Excluded Calls Question 1 for additional information about the exclusion for direct prior consent and the other circumstances in which a consumer's direct prior consent may expire.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide.

QUESTION 3:

What are some examples of telephone calls that are connected to a dialed number and telephone calls that are not connected to a dialed number?

ANSWER (UPDATED 10/01/2021)**:**

Telephone calls that are not connected to the dialed number are excluded from the telephone call frequencies. 12 CFR § 1006.14(b)(3). Thus, a telephone call counts toward the telephone call frequencies if it connects to a dialed number, unless the call is otherwise excluded as discussed in Debt Collection Telephone Call Frequency: Excluded Calls Question 1.

The following are examples of telephone calls that connect to a dialed number:

- The telephone call causes a telephone to ring at the dialed number, but no one answers the call.

- The telephone call causes a telephone to ring at the dialed number, but the call does not connect to a voicemail.
- The telephone call causes a telephone to ring at the dialed number, but the debt collector hangs up before anyone answers the call or the call connects to a voicemail.
- The telephone call is connected directly to a voicemail, even if the telephone does not ring and even if the debt collector is not able to leave a message.
- The telephone call is answered, even if the telephone call subsequently drops.

The following are examples of telephone calls that do not connect to a dialed number:

- The telephone call results in a busy signal or an indication, such as a dial tone or other sound, that the dialed number is not in service.
- The telephone call results in a message that the call cannot be completed as dialed or the dialed number is out of service.

Comment 14(b)(3)(ii)-1.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1. For more information about calls that are excluded from the telephone call frequencies, see Debt Collection Telephone Call Frequency: Excluded Calls Question 1.

QUESTION 4:

Is a limited-content message excluded from the presumptions related to telephone call frequency?

ANSWER (UPDATED 10/01/2021)**:**

No. There is no specific exclusion from the telephone call frequencies in the Debt Collection Rule for limited-content messages.

A telephone call counts toward the telephone call frequencies if it connects to a dialed number, unless the call is otherwise excluded as discussed in Debt Collection Telephone Call Frequency: Excluded Calls Question 1. If a debt collector's telephone call is connected to a voicemail or other recorded message, it is considered connected. Comment 14(b)(3)(ii)-1. The

Rule defines a limited-content message as a voicemail message for a consumer that contains specified required content and that may also contain certain optional content as described in Debt Collection Limited-Content Messages Question 1. Since a limited-content message is a voicemail message, it is considered a connected call. For additional examples of calls that are considered connected or not connected to a dialed number, see Debt Collection Telephone Call Frequency: Excluded Calls Question 3.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1. For more information about calls that are excluded from the telephone call frequencies, see Debt Collection Telephone Call Frequency: Excluded Calls Question 1 and 3.

QUESTION 5:

Is a debt collector's return telephone call responding to a consumer's inquiry about resolving the consumer's debt excluded from the presumptions related to telephone call frequency?

ANSWER (UPDATED 10/01/2021)**:**

Depending on the facts and circumstances surrounding the return call, the call may be an excluded call if it is placed with the consumer's direct prior consent, as discussed in Debt Collection Telephone Call Frequency: Excluded Calls Question 1. 12 CFR § 1006.14(b)(3) and Comment 14(b)(3)(i)-2. For example, if the consumer's inquiry provided direct prior consent, the return telephone call was placed by the debt collector within seven days of the consumer's inquiry, and the consent has not otherwise expired, the debt collector's return call is excluded from the telephone call frequencies.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1. For more information about calls that are excluded from the telephone call frequencies, see Debt Collection Telephone Call Frequency: Excluded Calls Question 1.

Telephone Call Frequency: Rebutting the Presumptions

QUESTION 1:

What factors rebut the presumption of compliance with the prohibition against repeated or continuous telephone calls or conversations?

ANSWER (UPDATED 10/01/2021)**:**

Under the Debt Collection Rule, to rebut the presumption of compliance, it must be proven that a debt collector who did not place telephone calls in excess of the telephone call frequencies nevertheless caused a telephone to ring or engaged a person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass a person at the called number:

Presumption of Compliance Rebuttal Factors. Factors that may rebut the presumption of compliance include but are not limited to:

- **Call frequency and pattern**. The frequency and pattern of telephone calls the debt collector places to a person, including the intervals between the telephone calls. The considerations relevant to this factor include whether the debt collector places 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). It may also be relevant if the debt collector concentrates telephone calls on days that may be less convenient for the consumer (such as Sundays or holidays). Application of this factor is not limited to rapid succession or highly concentrated calling, however, and is dependent on all of the relevant facts and circumstances that may indicate an intent on the part of the debt collector to harass, annoy, or abuse the consumer.

- **Voicemail frequency and pattern**. The frequency and pattern of any voicemails that the debt collector leaves for a person, including the intervals between the voicemails. 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).

- **Content of prior communications.** 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 about the particular debt, that the person was refusing to pay the debt, or that the person did not owe the particular debt.

- **Conduct in prior communications or attempts to communicate.** The debt collector's conduct in prior communications or attempts to communicate with the person. Among the considerations relevant to this factor are whether the debt collector used obscene, profane, or otherwise abusive language in any prior communications or attempts to communicate, used or threatened to use violence or other criminal means to harm the person, or called at an inconvenient time or place. The amount of time elapsed since any prior communication with the person may also be relevant to this factor.

Comment 14(b)(2)(i)-2.

These and other factors may be considered either individually or in combination with one another. The factors may be viewed in light of any other relevant facts and circumstances and therefore may apply to varying degrees. Comment 14(b)(2)(i)-2.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1.

QUESTION 2:

What factors rebut the presumption of a violation of the prohibition against repeated or continuous telephone calls or conversations?

ANSWER (UPDATED 10/01/2021)**:**

Under the Debt Collection Rule, to rebut the presumption of a violation, it must be proven that, despite the number of calls a debt collector made, the debt collector did not cause a telephone to ring or engage any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.

Presumption of Violation Rebuttal Factors. Factors that may rebut the presumption of a violation include but are not limited to:

- **Calls required by applicable law.** Whether a debt collector placed a telephone call to comply with or as required by applicable law. For example, a telephone call 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), may be an example of a call placed to comply with applicable law.

- **Calls related to active litigation.** Whether a telephone call was directly related to active litigation involving the collection of a particular debt. A telephone call to complete a court-ordered communication or as part of negotiations to settle active debt collection litigation involving the collection of a particular debt may be examples of calls directly related to active litigation involving the collection of a particular debt. However, the debt collector must comply with the prohibition on communicating or attempting to communicate with a consumer represented by an attorney with regard to the specific debt. 12 CFR § 1006.6(b)(2).

- **Consumer response calls.** Whether a debt collector placed a telephone call in response to a consumer's request for additional information when the exclusion for telephone calls made with the consumer's direct prior consent does not apply. For example, a consumer may tell the debt collector that the consumer would like more information about a debt but end the call before the debt collector can confirm whether the consumer's general statement about seeking more information constitutes the consumer's consent for the debt collector to place additional calls within the next seven days to provide the requested information. A telephone call to provide the requested information may be an example of a call placed in response to a consumer's request for additional information when the exclusion for calls made with the consumer's direct prior content does not apply.

- **Consumer benefit calls.** 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.

Comment 14(b)(2)(ii)-2.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1.

QUESTION 3:

If a debt collector places a payment reminder call that exceeds the telephone call frequencies, can the debt collector rebut the presumption of a violation?

ANSWER (UPDATED 10/01/2021)**:**

It depends. A payment reminder call that exceeds either the "call frequency prong" or the "conversation frequency prong" of the presumptions related to call frequency discussed in Debt Collection Call Frequency: Presumptions Question 1, is presumed to violate the prohibition against repeated or continuous telephone calls or conversations. However, a debt collector could try to rebut the presumption of a violation by showing through evidence that it placed the payment reminder call to alert the consumer about a demonstrably negative effect relating to the collection of the particular debt that was not within the debt collector's control, such as a late fee that only the creditor may waive, and that time was of the essence. Comment 14(b)(2)(ii)-2.iv.B. See Debt Collection Telephone Call Frequency: Rebutting the Presumptions Question 2 for more information about the "consumer benefit calls" factor.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1. For more information about calls that are excluded from the telephone call frequencies, see Debt Collection Telephone Call Frequency: Excluded Calls Question 1.

QUESTION 4:

If a debt collector places a telephone call in response to a consumer inquiry about resolving the consumer's debt, and the debt collector's call exceeds the telephone call frequencies, can the debt collector rebut the presumption of a violation?

ANSWER (UPDATED 10/01/2021)**:**

It depends. Assuming the debt collector's return telephone call is not an excluded call as discussed in Debt Collection Telephone Call Frequency: Excluded Calls Question 1 and 5, a debt collector's return telephone call in response to a consumer inquiry that exceeds either the "call frequency prong" or the "conversation frequency prong" of the presumptions related to call frequency, discussed in Debt Collection Call Frequency: Presumptions Question 1, is presumed

to violate the prohibition against repeated or continuous telephone calls or conversations. However, a debt collector could try to rebut the presumption of a violation by showing that it placed the call in response to the consumer's request for additional information. Comment 14(b)(2)(ii)-2.iii. See Debt Collection Telephone Call Frequency: Rebutting the Presumptions Question 2 for more information about the "consumer response calls" factor.

For more information about the prohibition against repeated or continuous telephone calls or conversations, see Section 7 in the Debt Collection Small Entity Compliance Guide. For more information about the presumptions related to telephone call frequency, see Debt Collection Telephone Call Frequency: Presumptions Question 1. For more information about calls that are excluded from the telephone call frequencies, see Debt Collection Telephone Call Frequency: Excluded Calls Question 1.

Validation Information

QUESTION 1:

What validation information is a debt collector required to provide a consumer who owes or allegedly owes a debt?

ANSWER (UPDATED 10/29/2021)**:**

Generally, the Debt Collection Rule requires a debt collector to provide a consumer who owes, or allegedly owes, a debt five categories of validation information:

- Debt Collector Communication Disclosure (12 CFR § 1006.34(c)(1));
- Debt-Related Information (12 CFR § 1006.34(c)(2)(i)-(v); 34(c)(2)(ix));
- Itemization-Related Information (12 CFR § 1006.34(c)(2)(vi)-(viii));
- Information about Consumer Protections (12 CFR § 1006.34(c)(3)); and
- Consumer-Response Information (12 CFR § 1006.34(c)(4)).

A model validation notice that provides one way to comply with these content requirements is provided in Appendix B to the Rule. Use of this model validation notice provides a safe harbor for compliance with these content requirements (as well as compliance with the format requirements).

The content requirements above, as well as the timing and format requirements for the validation information, are discussed in Section 12 of the Debt Collection Small Entity Compliance Guide. The Debt Collection: Disclosing the Model Validation Notice Itemization Table guidance document also provides further guidance on disclosing some of this required content, focusing on how to disclose the validation information included in the "Itemization Table" on the model validation notice (i.e., the itemization date; the amount of the debt on the itemization date; an itemization of the current amount of the debt reflecting interest, fees, payments, and credits since the itemization date; and the current amount of the debt).

QUESTION 2:

Is there a model validation notice in the Rule?

ANSWER (UPDATED 10/29/2021)**:**

Yes. Appendix B of the Rule includes a model validation notice. A copy of the model validation notice, as well as a Spanish translation of that notice, is available on the Bureau's website here. Additionally, editable formats of the model validation notice are available on the Debt Collection Rule's GitHub page.

If a debt collector uses the model validation notice in compliance with the Rule, the debt collector will receive a safe harbor for compliance with the validation information content and format requirements. 12 CFR § 1006.34(d)(2); see also 12 CFR § 1006.34(c) and 34(d)(1). Further, the Rule provides specified variations (such as format options allowing certain content on a separate page), prescribes optional content that may be added to the model validation notice, and generally permits changes, provided that the notice remains substantially similar to the model validation notice. 12 CFR § 1006.34(d)(2); 34(d)(3); and 34(d)(4). A debt collector may make these changes on the model validation notice and retain the safe harbor for the validation information content and format requirements received through use of the model validation notice.

Generally, the validation information content and format safe harbor does not apply to other provisions of the Rule or the FDCPA. For example, when a debt collector obtains the safe harbor for the content and format requirements, if the debt collector discloses an incorrect amount in the model validation notice, the debt collector violates the prohibition against providing false or misleading information. However, other safe harbors may be obtained by using the model validation notice, such as the overshadowing provision safe harbor. 12 CFR § 1006.38(b)(2). More information about the Rule's model validation notice and the safe harbor

provisions is discussed in Section 12.1.3 of the Debt Collection Small Entity Compliance Guide and in Debt Collection Validation Information Question 4, below.

QUESTION 3:

Is use of the model validation notice required?

ANSWER (UPDATED 10/29/2021)**:**

No. The Debt Collection Rule does not require a debt collector to use the model validation notice provided in Appendix B of the Rule. Instead, the Rule requires compliance with the validation information content and format requirements in Regulation F. 12 CFR § 1006.34(d)(2); see also 12 CFR § 1006.34(c) and 34(d)(1). The model validation notice provides one way to comply with those requirements.

There are other ways to comply with the Rule's validation information content and format requirements. A debt collector may choose to format a validation notice differently than the model validation notice. For example, the Rule does not require a tabular format for the Itemization-Related Information, and other layouts or formats may comply with the Rule. However, if a debt collector makes changes to the content or format of the model validation notice such that the notice is not substantially similar to the model validation notice, the debt collector generally will not obtain the Rule's safe harbor for the validation information content and format requirements. 12 CFR § 1006.34(d)(2); see also 12 CFR § 1006.34(c) and 34(d)(1). For more information on the Rule's validation information content and format requirements, see Section 12 of the Debt Collection Small Entity Compliance Guide and Debt Collection Validation Information Question 4, below.

QUESTION 4:

Can a debt collector make changes to the model validation notice and still obtain a safe harbor for the validation information content and format requirements?

ANSWER (UPDATED 10/29/2021)**:**

Yes, but with limitations. To retain the validation information content and format safe harbor for use of the model validation notice, the debt collector may only add or omit the optional content described in the Rule, make certain changes specified in the Rule (e.g., provide certain content on a separate page), or make changes that leave the notice "substantially similar" to the model validation notice. 12 CFR § 1006.34(d)(2); 34(d)(3); and 34(d)(4). For example, the Rule identifies adding the date the notice was generated as one possible permissible change that

allows the debt collector to retain the safe harbor because the resulting notice remains substantially similar to the model notice. Comment 1006.34(d)(2)(iii)-1.iv.

A debt collector who chooses not to use the model validation notice, or who makes changes that are not specified in the Rule and that result in a notice that is not "substantially similar" to the model validation notice does not necessarily violate the Rule, but will not receive a safe harbor for the validation information content and format requirements. 12 CFR § 1006.34(d)(2); see also 12 CFR § 1006.34(c) and 34(d)(1). For example, a debt collector may choose to add content that is not required by the Rule and is not enumerated in the optional content provisions. The Rule would not necessarily prohibit that additional content, as long as the other requirements and prohibitions in the Rule and the FDCPA are met, such as the prohibition against overshadowing the consumer's rights to dispute or request original-creditor information. However, if that change results in a notice that is not substantially similar to the model validation notice, the debt collector would not receive the validation information content and format safe harbor.

More information about the validation information content and format requirements, as well as the requirements for the model validation notice safe harbor and the optional content permitted for the safe harbor, can be found in Section 12 of the Debt Collection Rule Small Entity Compliance Guide.

Validation Information: Residential Mortgage Debt

QUESTION 1:

Is there a special rule for residential mortgage debt that may be used when disclosing the required validation Itemization-Related Information?

ANSWER (UPDATED 10/29/2021)**:**

Yes.

As noted in Debt Collection Validation Information Question 1, the Debt Collection Rule generally requires debt collectors to provide information to help consumers identify debts. As discussed in that question, this information includes the Itemization-Related Information, i.e., the itemization date; the amount of the debt on the itemization date; and an itemization of the interest, fees, payments; and credits since the itemization date. 12 CFR § 1006.34(c)(2)(vi)-(viii).

However, a debt collector need not provide the Itemization-Related Information in a validation notice if the debt collector follows a special rule for certain residential mortgage debt (the "Mortgage Special Rule" or "Special Rule") that is provided in the Debt Collection Rule. 12 CFR § 1006.34(c)(5). Under the Special Rule, the debt collector may provide a required periodic statement as a substitute for the Itemization-Related Information. 12 CFR § 1006.34(c)(5). More information about the validation information that may be omitted and substituted with the periodic statement under the Special Rule is discussed in Debt Collection Validation Information: Residential Mortgage Debt Question 3, below.

For the debt to be covered by the Special Rule, the following must be true:

- The residential mortgage debt must be a mortgage loan as defined in Regulation Z, 12 CFR § 1026.41(a)(1); and
- The debt must be subject to the Mortgage Servicing Rule's periodic statement requirements (Regulation Z, 12 CFR § 1026.41) *at the time* the debt collector provides the validation notice.

If the debt is covered and a debt collector chooses to use the Special Rule, the debt collector must do the following:

- Provide a copy of the most recent periodic statement required under Regulation Z, 12 CFR § 1026.41, that was provided to the consumer. This may be a statement provided by a "debt collector" under the Rule (as long as that periodic statement was required by Regulation Z, 12 CFR § 1026.41 at the time the debt collector provided it). 12 CFR § 1006.34(c)(5)(i).
- Include this periodic statement in the same communication as the validation notice. 12 CFR § 1006.34(c)(5)(i).
- In the space on the validation notice where a debt collector would have provided the omitted Itemization-Related Information, provide a statement that refers the consumer to the periodic statement. For example, if a debt collector is using the model validation notice, this statement would go in the Itemization Table where the Itemization-Related Information was omitted. A debt collector would satisfy the requirement to provide a statement that refers the consumer to the periodic statement by, for example, including the statement, "See the enclosed periodic statement for an itemization of the debt." 12 CFR § 1006.34(c)(5)(ii); Comment 34(c)(5)-1. See the Debt Collection: Disclosing the

Model Validation Notice Itemization Table guidance document for an example of one way to comply with the Special Rule.

For more information about what validation information may be omitted under the Special Rule, see Debt Collection Validation Information: Residential Mortgage Debt Question 2, below.

QUESTION 2:

What validation information may be omitted if using the Mortgage Special Rule?

ANSWER (UPDATED 10/29/2021)**:**

If the residential mortgage debt is covered by the Mortgage Special Rule, a debt collector who uses the Special Rule may omit the following from the validation notice:

- the itemization date (12 CFR § 1006.34(c)(2)(vi));
- the amount of the debt as of the itemization date (12 CFR § 1006.34(c)(2)(vii)); and
- the itemization of the current amount of the debt (i.e., the interest, fees, payments, and credits since the itemization date) (12 CFR § 1006.34(c)(2)(viii)).

12 CFR § 1006.34(c)(5).

No other required validation information may be omitted under the Special Rule. As a result, even though, under the Special Rule, no itemization date is required to be disclosed on the validation notice, a debt collector who uses the Special Rule must still determine the itemization date so that the other validation information tied to the itemization date may be disclosed. This includes the name of the creditor to whom the debt was owed on the itemization date and the account number, if any, associated with the debt on the itemization date. 12 CFR § 1006.34(c)(2)(iii) and (iv). More information about determining the itemization date when using the Special Rule is included below in Debt Collection Validation Information: Residential Mortgage Debt Question 5.

Note that while the Itemization Table on the model validation notice includes the validation information that may be omitted, it also includes the current amount of the debt, which is validation information that **may not** be omitted from the validation notice under the Special Rule. 12 CFR § 1006.34(c)(2)(ix) and 34(c)(5). A debt collector who uses the Special Rule must still disclose the current amount of the debt on the validation notice.

For more information on using the model validation notice, including how to obtain a safe harbor while also using the Special Rule, see Debt Collection Validation Information: Residential Mortgage Debt Question 3, below.

QUESTION 3:

If a debt collector uses the Mortgage Special Rule with the model validation notice, can the debt collector obtain the safe harbor for validation information content and format requirements?

ANSWER (UPDATED 10/29/2021)**:**

Generally, yes. A debt collector who uses the model validation notice but also complies with the Mortgage Special Rule may still receive a safe harbor for compliance with the validation information content and format requirements for the information provided in the model validation notice if it complies with the requirements in the safe harbor provision. 12 CFR § 1006.34(d)(2); see also 12 CFR § 1006.34(c) and 34(d)(1).

However, the debt collector does not receive a safe harbor for the content and format requirements for the content included in the periodic statement. 12 CFR § 1006.34(d)(2)(ii). Further, a debt collector who does not correctly comply with the Special Rule may violate the Debt Collection Rule.

For more information about the Rule's safe harbor for use of the model validation notice, see Section 12.1.3 of the Debt Collection Small Entity Compliance Guide.

QUESTION 4:

What is the most recent periodic statement for purposes of the Mortgage Special Rule?

ANSWER (UPDATED 10/29/2021)**:**

For purposes of the Mortgage Special Rule, the most recent periodic statement is the periodic statement required under Regulation Z, 12 CFR § 1026.41, that was most recently provided to the consumer. The most recent periodic statement for purposes of the Special Rule may be one that is provided by a debt collector (who is not a creditor), as long as that periodic statement was required by Regulation Z, 12 CFR § 1026.41, at the time it was provided. 12 CFR § 1006.34(c)(5).

For example, assume the servicing of a mortgage account was transferred to a mortgage servicer who is also a debt collector (as defined in the Rule) and who plans to use the Special Rule when providing the validation information. A periodic statement (required by Regulation Z, 12 CFR § 1026.41) provided to the consumer by that debt collector after the transfer of servicing can be the most recent periodic statement for purposes of the Special Rule, if it was the last periodic statement provided to the consumer.

QUESTION 5:

Does a debt collector using the Mortgage Special Rule use the date of the most recent periodic statement as the itemization date for purposes of disclosing other validation information?

ANSWER (UPDATED 10/29/2021)**:**

Yes. A debt collector using the Mortgage Special Rule uses the date of the periodic statement provided under that Special Rule as the itemization date.

As discussed in Debt Collection Validation Information: Residential Mortgage Debt Question 2, above, when a debt collector uses the Special Rule, the debt collector may omit the Itemization-Related Information, but will still need to include other required content tied to the itemization date on the validation notice. 12 CFR § 1006.34(c)(5). As a result, the debt collector will still be required to determine the itemization date for purposes of determining that other validation information, if it is applicable.

The date used must be the date of the most recent periodic statement that is provided to the consumer under the Special Rule. How to determine which periodic statement is the most recent periodic statement under the Special Rule is discussed in Debt Collection Validation Information: Residential Mortgage Debt Question 4. A debt collector must use the date of the most recent periodic statement even if that statement was provided by a debt collector that is not also a creditor. Use of a statement provided by a debt collector (that is not also a creditor) for purposes of the itemization date is only permissible under the Special Rule.

For more information about the itemization date requirements, see Section 12.1.1 of the Debt Collection Small Entity Compliance Guide and the Debt Collection: Disclosing the Model Validation Notice Itemization Table document.

Prohibitions on Third-Party Communications

QUESTION 1:

What is the Debt Collection Rule's general prohibition on third-party communications?

ANSWER (UPDATED 7/27/2022)**:**

Unless one or more of the exceptions discussed in Debt Collection Prohibitions on Third-Party Communications Question 2 applies, a debt collector must not communicate in connection with the collection of any debt with any person other than:

- the consumer;
- the consumer's attorney;
- a consumer reporting agency (if otherwise permitted by law);
- the creditor;
- the creditor's attorney; or
- the debt collector's attorney.

12 CFR § 1006.6(d)(1).

For purposes of the general prohibition on third-party communications, the term "consumer" includes not only the natural person who is obligated or allegedly obligated to pay a debt but also that natural person's: (1) spouse; (2) parent (if the natural person is a minor); (3) legal guardian; and (4) confirmed successor in interest. If the natural person who is obligated or allegedly obligated to pay the debt is deceased, the term consumer also includes the executor or administrator of the natural person's estate as well as the natural person's surviving spouse, surviving parents (if the natural person was a minor), and confirmed successor in interest. 12 CFR § 1006.6(a)(1)-(5); Comments 6(a)(1)-1, (a)(2)-1, and (a)(4)-1

For more information on the prohibition against third-party communications, see Section 6 in the Debt Collection Small Entity Compliance Guide.

QUESTION 2:

Are there exceptions to the general prohibition against third-party communications?

ANSWER (UPDATED 7/27/2022)**:**

Yes. The prohibition on third-party communications does not apply when a debt collector communicates with a person:

- With the prior consent of the consumer given directly to the debt collector. A debt collector has not obtained the consumer's direct prior consent if the consumer provided the consent to another third party, such as a creditor or a prior debt collector. See Comment 6(b)(4)(i)-2. Furthermore, direct prior consent must be given in advance of the communication to which it applies. Direct prior consent does not apply to the communication in which it is given.
- With the express permission of a court of competent jurisdiction.
- As reasonably necessary to effectuate a post-judgment judicial remedy.
- For the purpose of acquiring location information, as provided in 12 CFR § 1006.10.

12 CFR § 1006.6(d)(2).

For more information on the prohibition against third-party communications, see Section 6 in the Debt Collection Small Entity Compliance Guide.

QUESTION 3:

Does the general prohibition on third-party communications apply to electronic communications from a debt collector about a debt?

ANSWER (UPDATED 7/27/2022)**:**

Yes, the prohibition on third-party communications applies to electronic communications from a debt collector to a person about a debt.

For more information on the prohibition against third-party communications, see Section 6 in the Debt Collection Small Entity Compliance Guide.

Electronic Communication

QUESTION 1:

Does the Debt Collection Rule require debt collectors to communicate electronically with consumers?

ANSWER (UPDATED 7/27/2022)**:**

No. Nothing in the Debt Collection Rule requires a debt collector to communicate with consumers electronically. For example, absent additional facts, if a consumer sends a debt collector a text message, nothing in the Debt Collection Rule requires the debt collector to reply with a text message.

If a debt collector chooses to communicate with consumers electronically there are a number of provisions in the Debt Collection Rule that apply. The following is a non-exhaustive list of provisions that apply to electronic communications with consumers that debt collectors should consider before communicating electronically about a debt:

- The Debt Collection Rule's general prohibition against harassing, oppressive, or abusive conduct. See generally 12 CFR § 1006.14(a), Debt Collection Call Frequency Question 1, and Section 7 in the Debt Collection Small Entity Compliance Guide.
- The Debt Collection Rule's general prohibition against deception, specifically if a debt collector sends private messages using social media without identifying himself or herself as a debt collector. See generally 12 CFR § 1006.18(d) and Section 8.3 in the Debt Collection Small Entity Compliance Guide.
- The Debt Collection Rule's prohibition on using an employer-provided email address. See generally 12 CFR § 1006.22(f)(3) and Section 9.6 of the Debt Collection Small Entity Compliance Guide.
- The Debt Collection Rule's prohibition contacting persons 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. See generally 12 CFR § 1006.22(f)(4) and Section 9.7 of the Debt Collection Small Entity Compliance Guide.
- The Debt Collection Rule's prohibition on communicating or attempting to communicate with consumers at unusual or inconvenient times or places. See generally 12 CFR § 1006.6(b)(1), Debt Collection Unusual or Inconvenient Times or Places Questions 1-3, and Section 4.1 of the Debt Collection Small Entity Compliance Guide.

- The Debt Collection Rule's requirements regarding consumer cease communication requests. See generally 12 CFR §§ 1006.6(c)(1) and 14(h)(1), as well as Section 4.5 and 7.2 of the Debt Collection Small Entity Compliance Guide.
- The Debt Collection Rule's requirements regarding opt-out notice requirements for electronic communications. See generally 12 CFR § 1006.6(e), Debt Collection Electronic Communication: Opt-Out Notice Questions 1-3, and Section 5 of the Debt Collection Small Entity Compliance Guide.
- The Debt Collection Rule's required disclosures in initial communication and subsequent communications with a consumer that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose. See generally 12 CFR § 1006.18(e) and Section 11 of the Debt Collection Small Entity Compliance Guide.
- The Debt Collection Rule's general prohibition against third-party communications. For more information, see 12 CFR § 1006.6(d)(1)-(3) and Section 6.2 in the Debt Collection Small Entity Compliance Guide.

Electronic Communication: Opt-out Notice

QUESTION 1:

Under the Debt Collection Rule, can a person limit debt collector communications?

ANSWER (UPDATED 7/27/2022)**:**

Yes, under the Debt Collection Rule, if a person requests that a debt collector not use a specific method of communication or communication media in connection with the collection of a debt, a debt collector must not communicate or attempt to communicate with a person through that requested method or medium. 12 CFR § 1006.14(h)(1).

For example, if a person tells a debt collector to "stop calling," the person has requested that the debt collector not use telephone calls to communicate with that person, and the debt collector is prohibited from communicating or attempting to communicate with the person through telephone calls. Similarly, if a person tells a debt collector to "stop emailing me," the person has requested that the debt collector not use email to communicate with the person. Comment 14(h)(1)-3.i. The debt collector may ask follow-up questions regarding preferred communication media to clarify a person's statements. Comment 14(h)(1)-1.

Within a medium of communication, a person may request that a debt collector not use a specific email 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. Comment 14(h)(1)-2. Similarly, if a consumer opts out of receiving emails at a particular email address or text messages at a particular telephone number, the consumer has requested that the debt collector not use that email address or telephone number to electronically communicate with the consumer. Comment 14(h)(1)- 3.ii.

If a person opts out of receiving electronic communications from a debt collector, the 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 the debt collector's intent to honor the person's request. 12 CFR § 1006.14(h)(2)(i). Any other communications or attempts to communicate sent to that particular email address or telephone number after the consumer opts out violate the Debt Collection Rule's prohibition on harassing, oppressive, or abusive conduct, unless an exception applies or it is otherwise required by applicable law. 12 CFR § 1006.14(h)(1) and 14(h)(2)(iii). However, 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. 12 CFR § 1006.14(h)(2)(ii).

For more information on the Debt Collection Rule's opt-out notice requirements, see Debt Collection Electronic Communication: Opt-out Notice Questions 2 and 3 and Section 5 of the Debt Collection Small Entity Compliance Guide. For more information on prohibited communication media and consumer requests to cease communication through certain media, see Section 7.2 of the Debt Collection Small Entity Compliance Guide.

QUESTION 2:

What is the Debt Collection Rule's opt-out notice requirement for electronic communications?

ANSWER (UPDATED 7/27/2022)**:**

The Debt Collection Rule requires a debt collector to include a clear and conspicuous opt-out notice in all electronic communications and electronic attempts to communicate with a consumer in connection with the collection of a debt. The opt-out notice must describe 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 the specific email address,

telephone number for text messages, or other electronic-medium address to which the electronic communication or electronic attempt to communicate is sent. 12 CFR § 1006.6(e). The opt-out notice requirement applies if the electronic communication or attempt to communicate is sent by email, by text message, or by any other electronic medium that uses a specific electronic address. 12 CFR § 1006.6(e).

For more information on the Debt Collection Rule's opt-out notice requirements, see Debt Collection Electronic Communication: Opt-out Notice Questions 1 and 3 and Section 5 of the Debt Collection Small Entity Compliance Guide.

QUESTION 3:

What are considered reasonable and simple methods for opting out of electronic communications under the Debt Collection Rule?

ANSWER (UPDATED 7/27/2022)**:**

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." However, 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 satisfy the requirement to provide a reasonable and simple method for opting out. Comments 6(d)(4)(ii)(C)(4)-1 and 6(e)-1.

For example, suppose a debt collector sends a text message to a consumer's mobile telephone number with 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.

For more information on the Debt Collection Rule's opt-out notice requirement, see Debt Collection Electronic Communication: Opt-out Notice Questions 1 and 2 and Section 5 of the Debt Collection Small Entity Compliance Guide.

QUESTION 4:

Is a debt collector required to honor a consumer's request to opt out of electronic communications if the request does not conform to the debt collector's opt-out instructions?

ANSWER (UPDATED 7/27/2022)**:**

Yes. A consumer is not required to use the debt collector's preferred or stated opt-out method, or the specific terms contained in the debt collector's opt-out instructions, to opt out of electronic communications from a debt collector about a debt.

The Debt Collection Rule generally prohibits debt collectors from communicating with consumers through a medium of communication, including a medium of electronic communication, if the consumer requests that the debt collector not use that medium. 12 CFR § 1006.14(h). And the Debt Collection Rule requires debt collectors who communicate electronically with consumers to include, in each electronic communication, a reasonable and simple method that the consumer may use to opt out of future electronic communications, the consumer is not required to use the debt collector's method. 12 CFR § 1006.6(e). For example, assume that a debt collector emails a consumer and includes in the email the following reasonable and simple opt-out instruction: "Reply 'unsubscribe' to opt out of receiving further emails from us." After receiving the email, the consumer calls the debt collector and asks the debt collector not to send any further emails. The debt collector must honor the consumer's request. 12 CFR § 1006.14(h).

In general, a consumer's use of the terms "stop," "unsubscribe," "end," "quit," or "cancel" is considered an opt-out request even if the specific term the consumer used is not contained in the debt collector's opt-out instructions. *See* 12 CFR § 1006.6(e).

For more information on the Debt Collection Rule's opt-out notice requirement, see Debt Collection Electronic Communication: Opt-out Notice Questions 1-3 and Section 5 of the Debt Collection Small Entity Compliance Guide.

Unusual or Inconvenient Times or Places

QUESTION 1:

Does the debt collection rule limit where or when a debt collector can communicate or attempt to communicate with a consumer about a debt?

ANSWER (UPDATED 7/27/2022)**:**

Yes. Unless one or more of the exceptions discussed in Debt Collection Unusual or Inconvenient Times or Places Question 5 applies, a debt collector must not communicate or attempt to communicate with a consumer in connection with the collection of any debt:

1. At any unusual time or at a time that the debt collector knows or should know is inconvenient to the consumer.

2. At any unusual place or at a place that the debt collector knows or should know is inconvenient to the consumer.

This prohibition will be referred to as "the prohibition on communicating at an unusual or inconvenient time or place" throughout these FAQs.

A debt collector knows or should know that a time or place is inconvenient to a consumer if the consumer describes the time or place using the word "inconvenient." In addition, depending on the facts and circumstances, it is possible that a debt collector knows or should know that a time or place is inconvenient even if the consumer does not describe a time or place using the word "inconvenient." For example, a consumer might indicate that he or she should not be disturbed or cannot talk to the debt collector at certain times or places. Comment 6(b)(1)-1. However, the Debt Collection Rule does not require a debt collector to construe a consumer's statement that the consumer is "busy" or "cannot talk right now" (without anything further) to mean that the consumer is generally designating a time or place as inconvenient for future communications. Such a statement would indicate that the time or place is inconvenient for the current communication or attempt to communicate. A debt collector may ask follow-up questions to clarify statements by the consumer in order to determine if a future communication or attempt to communicate would be at a time or place that is inconvenient to a consumer. For example, if a consumer asks a debt collector not to contact the consumer "at home," the debt collector may ask whether the consumer intends to prohibit the debt collector from communicating through all media associated with the consumer's home, including mail. Comment 6(b)(1)-1.iii.

For more information on the prohibition on communicating at unusual or inconvenient times or places, see Debt Collection Unusual or Inconvenient Times or Places Questions 2 and 3 and Section 4.1 in the Debt Collection Small Entity Compliance Guide. For more information on the exception to this prohibition, see Debt Collection Unusual or Inconvenient Times or Places Question 5 and Section 4.4 in the Debt Collection Small Entity Compliance Guide.

QUESTION 2:

What does the Debt Collection Rule define as an inconvenient or unusual time?

ANSWER (UPDATED 7/27/2022)**:**

In the absence of the 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, the debt collector complies 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. Comment 6(b)(1)(i)-2.

For purposes of determining the time of an electronic communication, an electronic communication or electronic attempt to communicate occurs at the time that the debt collector sends it, not, for example, at the time that the consumer receives or views it. Comment 6(b)(1)(i)-1.

For more information on the prohibition on communicating at unusual or inconvenient times or places, see Debt Collection Unusual or Inconvenient Times or Places Questions 1 and 3 and Section 4.1 in the Debt Collection Small Entity Compliance Guide. For more information on the exception to this prohibition, see Debt Collection Unusual or Inconvenient Times or Places Question 5 and Section 4.4 in the Debt Collection Small Entity Compliance Guide.

QUESTION 3:

What does the Debt Collection Rule define as an inconvenient or unusual place?

ANSWER (UPDATED 7/27/2022)**:**

Some communication media, such as mailing addresses and landline telephone numbers, are associated with a particular place, such as the consumer's home or workplace. A debt collector

must not communicate or attempt to communicate with a consumer through a communication medium associated with an unusual place or a place that the debt collector knows or should know is inconvenient. The Debt Collection Rule does not define any per se unusual places or inconvenient places. Inconvenient places depend on whether a debt collector knows or should know that a place is inconvenient. For example, a consumer may designate the consumer's home as inconvenient, and the debt collector must not communicate or attempt to communicate with the consumer through any communication medium associated with the consumer's home, such as the consumer's home landline telephone number. Other communication media, such as email addresses and mobile telephone numbers, are not associated with a place. The prohibition on communicating or attempting to communicate at unusual or inconvenient places does not prohibit a debt collector from communicating or attempting to communicate with a consumer through media not associated with a place unless the debt collector knows that the consumer is at an unusual place or knows that the consumer is at a place that the debt collector knows or should know is inconvenient to the consumer. 12 CFR § 1006.6(b)(1) and Comment 6(b)(1)(ii)-1.

For more information on the prohibition on communicating at unusual or inconvenient times or places, see Debt Collection Unusual or Inconvenient Times or Places Questions 1 and 2 and Section 4.1 in the Debt Collection Small Entity Compliance Guide. For more information on the exception to this prohibition, see Debt Collection Unusual or Inconvenient Times or Places Question 5 and Section 4.4 in the Debt Collection Small Entity Compliance Guide.

QUESTION 4:

Does an automatically generated electronic communication (such as a payment reminder) that is sent at a time the debt collector knows or should know is unusual or inconvenient to the consumer, violate the prohibition on communicating at an inconvenient time?

ANSWER (UPDATED 7/27/2022)**:**

Yes, unless an exception applies. An electronic communication from a debt collector does not cease to be a communication simply because it is automatically generated. Thus, if an automatically generated electronic communication is sent at an unusual time, or at a time that the debt collector knows or should know is inconvenient to the consumer, and none of the exceptions apply, that automatically generated electronic communication would violate the prohibition on communicating at an unusual or inconvenient time or place. See Debt Collection Unusual or Inconvenient Times or Places Question 5 for more information on the exceptions to the prohibition on communicating at an unusual or inconvenient time or place. Nothing in the

Debt Collection Rule prohibits a debt collector from sending an automatically generated electronic communication to a consumer generally, as long as the communication itself is not prohibited under the Debt Collection Rule.

For more information on the prohibition on communicating at unusual or inconvenient times or places, see Debt Collection Unusual or Inconvenient Times or Places Questions 1-3 and Section 4.1 in the Debt Collection Small Entity Compliance Guide. For more information on the exception to this prohibition, see Debt Collection Unusual or Inconvenient Times or Places Question 5 and Section 4.4 in the Debt Collection Small Entity Compliance Guide.

QUESTION 5:

What are the exceptions to the prohibition on communicating at an unusual or inconvenient time or place?

ANSWER (UPDATED 7/27/2022)**:**

There are three exceptions to the prohibition on communicating or attempting to communicate with a consumer about a debt at an unusual or inconvenient time or place:

1. **Consumer-initiated communication.** There is a limited exception 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 does not violate the prohibition on communicating at inconvenient times or places if the debt collector responds once at that time or place through the same medium of communication used by the consumer. After responding one time to the consumer-initiated communication, the Rule prohibits the debt collector from communicating or attempting to communicate with the consumer at that time or place until the consumer conveys that the time or place is no longer inconvenient, or another exception applies. 12 CFR § 1006.6(b)(1); Comment 6(b)(1)-2. During a debt collector's one-time response to consumer-initiated communication a debt collector may inquire whether the consumer is revoking the inconvenient time or place designation.

2. **Direct prior consent.** There is an exception to the prohibition on communicating at an unusual or inconvenient time or place if the debt collector has obtained the consumer's direct prior consent. This exception applies if the debt collector received the consumer's direct prior consent during a communication that did not otherwise violate the prohibition on communicating at unusual or inconvenient times or places, the prohibition on communicating with a consumer represented by an attorney, or the prohibition on communicating with a consumer at the consumer's workplace. The consumer must provide consent directly to the debt collector. A

debt collector has not obtained the consumer's direct prior consent if the consumer provided the consent to a third party, such as a creditor or a prior debt collector. Comment 6(b)(4)(i)-2. Furthermore, direct prior consent must be given in advance of the communication or attempt to communicate to which the consent is meant to apply. Direct prior consent does not apply to the communication in which it is given.

3. **Court-permitted communication.** There is an exception to the prohibition on communicating at an unusual or inconvenient time or place if the debt collector has the express permission of a court of competent jurisdiction to communicate with the consumer about a debt at a time or place that would otherwise be considered unusual or inconvenient. 12 CFR § 1006.6(b)(4).

For more information on the prohibition on communicating at unusual or inconvenient times or places, see Debt Collection Unusual or Inconvenient Times or Places Questions 1-3 and Section 4.1 in the Debt Collection Small Entity Compliance Guide. For more information on the exception to this prohibition, see Debt Collection Unusual or Inconvenient Times or Places Question 5 and Section 4.4 in the Debt Collection Small Entity Compliance Guide..

QUESTION 6:

Does an automatically generated electronic communication (such as a payment confirmation) sent at a time the debt collector knows or should know is inconvenient to the consumer, which is sent in response to a consumer action (such as a payment), meet the limited exception for responding to consumer-initiated contact?

ANSWER (UPDATED 7/27/2022)**:**

Yes, but only if the automatically generated electronic communication is through the same communication medium that the consumer used to contact the debt collector or if the debt collector obtains, during the consumer-initiated contact, direct prior consent to send the response through a different medium.

As discussed in Debt Collection Unusual or Inconvenient Times or Places Question 5, there is a limited exception for responding to consumer-initiated contact that states that, if a consumer initiates a communication with a debt collector at an inconvenient time or place, the debt collector does not violate the prohibition on communicating at inconvenient times or places if the debt collector responds once at that time or place through the same medium of communication used by the consumer. 12 CFR § 1006.6(b)(1); Comment 6(b)(1)-2.

Thus, for example, if a debt collector's system generates an automated email reply in response to a consumer-initiated email at a time that the consumer previously designated as inconvenient, this system-generated reply would meet the limited consumer-initiated exception and not violate the prohibition on communications at inconvenient times or places. Similarly, if the consumer submits a payment through the debt collector's web portal, an immediate pop-up message on the portal confirming payment would not violate the prohibition. In contrast, if the consumer submits a payment through the debt collector's web portal at a time that the consumer previously designated as inconvenient, and the debt collector sends an automatically generated email in response, the limited exception would not apply because the debt collector communicated using a different communication medium.

If a debt collector wishes to send the consumer an automated communication at a previously designated inconvenient time using a different communication medium than the one the consumer used, the debt collector would need to obtain the consumer's prior direct consent. In the example above, where a consumer submits a payment through the debt collector's web portal at a previously designated inconvenient time, if the debt collector wanted to send the consumer an automated payment confirmation by email at the previously designated inconvenient time, the debt collector could include language requesting the consumer's permission to send an automatically generated payment confirmation email in, for example, a pop-up message or check box at the time of payment. If the consumer provides their consent for an automatically generated email confirmation at the time of payment, then the debt collector could immediately send a confirmation email without violating the prohibition on communicating at an inconvenient time.

For more information on the prohibition on communicating at unusual or inconvenient times and places, see Debt Collection Unusual or Inconvenient Times or Places Questions 1-3 and Section 4.1 in the Debt Collection Small Entity Compliance Guide. For more information on the exception to this prohibition, see Debt Collection Unusual or Inconvenient Times or Places Question 5 and Section 4.4 in the Debt Collection Small Entity Compliance Guide.

QUESTION 7:

If a consumer tells a debt collector that Fridays are inconvenient, but later contacts a debt collector on a Friday, can the debt collector respond on the following Friday under the limited exception for responding to consumer-

initiated contact at a time or place the consumer previously designated as inconvenient?

ANSWER (UPDATED 7/27/2022)**:**

No. In this example, the debt collector can only respond to the consumer on the same Friday that the consumer contacted the debt collector under the limited exception for responding to consumer-initiated contact at a time or place the consumer previously designated as inconvenient.

There is a limited exception for responding to consumer-initiated contact that states that, if a consumer initiates a communication with a debt collector at an inconvenient time or place (whether presumptively inconvenient or that the consumer previously designated as inconvenient), the debt collector does not violate the prohibition on communicating at inconvenient times or places if the debt collector responds once at that time or place through the same medium of communication used by the consumer. 12 CFR § 1006.6(b)(1); Comment 6(b)(1)-2. In this scenario, the consumer designated Fridays as inconvenient and then contacted the debt collector on a Friday. While the debt collector could respond to the consumer's contact on that particular Friday, responding to the consumer's contact the following Friday would not meet the limited exception unless the consumer previously had designated Fridays in general as no longer inconvenient.

For more information on the prohibition on communicating at unusual or inconvenient times and places, see Debt Collection Unusual or Inconvenient Times or Places Questions 1-3 and Section 4.1 in the Debt Collection Small Entity Compliance Guide. For more information on the exception to this prohibition, see Debt Collection Unusual or Inconvenient Times or Places Question 5 and Section 4.4 in the Debt Collection Small Entity Compliance Guide.