

CHAPTER 265

CONSUMER AND COMMERCIAL TRANSACTIONS

HOUSE BILL 00-1185

BY REPRESENTATIVES Berry, Gagliardi, George, Gotlieb, Hefley, Kaufman, Larson, May, McKay, Smith, and Tapia;
also SENATOR Matsunaka.

AN ACT

CONCERNING THE "UNIFORM CONSUMER CREDIT CODE".

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Articles 1 to 6 of title 5, Colorado Revised Statutes, are REPEALED AND REENACTED, WITH AMENDMENTS, to read:

ARTICLE 1
General Provisions and Definitions

PART 1
SHORT TITLE, CONSTRUCTION, GENERAL PROVISIONS

5-1-101. Short title. ARTICLES 1 TO 9 OF THIS TITLE SHALL BE KNOWN AND MAY BE CITED AS THE "UNIFORM CONSUMER CREDIT CODE", REFERRED TO IN SAID ARTICLES AS THE "CODE".

5-1-102. Purposes - rules of construction. (1) THIS CODE SHALL BE LIBERALLY CONSTRUED AND APPLIED TO PROMOTE ITS UNDERLYING PURPOSES AND POLICIES.

(2) THE UNDERLYING PURPOSES AND POLICIES OF THIS CODE ARE:

(a) TO SIMPLIFY, CLARIFY, AND MODERNIZE THE LAW GOVERNING RETAIL INSTALLMENT SALES, CONSUMER CREDIT, SMALL LOANS, AND USURY;

(b) TO PROVIDE RATE CEILINGS TO ASSURE AN ADEQUATE SUPPLY OF CREDIT TO CONSUMERS;

(c) TO FURTHER CONSUMER UNDERSTANDING OF THE TERMS OF CREDIT

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

TRANSACTIONS AND TO FOSTER COMPETITION AMONG SUPPLIERS OF CONSUMER CREDIT SO THAT CONSUMERS MAY OBTAIN CREDIT AT REASONABLE COST;

(d) TO PROTECT CONSUMER BUYERS, LESSEES, AND BORROWERS AGAINST UNFAIR PRACTICES BY SOME SUPPLIERS OF CONSUMER CREDIT, HAVING DUE REGARD FOR THE INTERESTS OF LEGITIMATE AND SCRUPULOUS CREDITORS;

(e) TO PERMIT AND ENCOURAGE THE DEVELOPMENT OF FAIR AND ECONOMICALLY SOUND CONSUMER CREDIT PRACTICES;

(f) TO CONFORM THE REGULATION OF CONSUMER CREDIT TRANSACTIONS TO THE POLICIES OF THE FEDERAL "TRUTH IN LENDING ACT" AND THE FEDERAL "CONSUMER LEASING ACT"; AND

(g) TO MAKE UNIFORM THE LAW, INCLUDING ADMINISTRATIVE RULES, AMONG THE VARIOUS JURISDICTIONS.

(3) A REFERENCE TO A REQUIREMENT IMPOSED BY THIS CODE INCLUDES REFERENCE TO A RELATED RULE OF THE ADMINISTRATOR ADOPTED PURSUANT TO THIS CODE.

5-1-103. Supplementary general principles of law applicable. UNLESS DISPLACED BY THE PARTICULAR PROVISIONS OF THIS CODE, THE "UNIFORM COMMERCIAL CODE" AND THE PRINCIPLES OF LAW AND EQUITY, INCLUDING THE LAW RELATIVE TO CAPACITY TO CONTRACT, PRINCIPAL AND AGENT, ESTOPPEL, FRAUD, MISREPRESENTATION, DURESS, COERCION, MISTAKE, BANKRUPTCY, OR OTHER VALIDATING OR INVALIDATING CAUSE, SUPPLEMENT THE PROVISIONS OF THIS CODE.

5-1-104. Construction against implicit repeal. THIS CODE BEING A GENERAL ACT INTENDED AS A UNIFIED COVERAGE OF ITS SUBJECT MATTER, NO PART OF IT IS DEEMED TO BE IMPLIEDLY REPEALED BY SUBSEQUENT LEGISLATION IF SUCH CONSTRUCTION CAN REASONABLY BE AVOIDED.

5-1-105. Severability clause. IF ANY PROVISION OF THIS CODE OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCES IS HELD INVALID, SUCH INVALIDITY SHALL NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THIS CODE WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS CODE ARE DECLARED TO BE SEVERABLE.

5-1-106. Waiver - agreement to forego rights - settlement of claims.

(1) EXCEPT AS OTHERWISE PROVIDED IN THIS CODE, A CONSUMER MAY NOT WAIVE OR AGREE TO FOREGO RIGHTS OR BENEFITS UNDER THIS CODE.

(2) A CLAIM BY A CONSUMER AGAINST A CREDITOR FOR AN EXCESS CHARGE, OTHER VIOLATION OF THIS CODE, OR CIVIL PENALTY, OR A CLAIM AGAINST A CONSUMER FOR DEFAULT OR BREACH OF A DUTY IMPOSED BY THIS CODE, IF DISPUTED IN GOOD FAITH, MAY BE SETTLED BY AGREEMENT.

(3) A CLAIM, WHETHER OR NOT DISPUTED, AGAINST A CONSUMER, MAY BE SETTLED FOR LESS VALUE THAN THE AMOUNT CLAIMED.

(4) A SETTLEMENT IN WHICH THE CONSUMER WAIVES OR AGREES TO FOREGO

RIGHTS OR BENEFITS UNDER THIS CODE IS INVALID IF THE COURT AS A MATTER OF LAW FINDS THE SETTLEMENT TO HAVE BEEN UNCONSCIONABLE AT THE TIME IT WAS MADE. THE COMPETENCE OF THE CONSUMER, ANY DECEPTION OR COERCION PRACTICED UPON THE CONSUMER, THE NATURE AND EXTENT OF THE LEGAL ADVICE RECEIVED BY THE CONSUMER, AND THE VALUE OF THE CONSIDERATION ARE RELEVANT TO THE ISSUE OF UNCONSCIONABILITY.

5-1-107. Effect of code on powers of organizations. (1) THIS CODE PRESCRIBES MAXIMUM CHARGES FOR ALL CREDITORS EXTENDING CONSUMER CREDIT EXCEPT LESSORS AND THOSE EXCLUDED IN SECTIONS 5-1-202 AND 5-2-213 (2) (b) AND DISPLACES EXISTING LIMITATIONS ON THE POWERS OF THOSE CREDITORS BASED ON MAXIMUM CHARGES.

(2) WITH RESPECT TO SELLERS OF GOODS OR SERVICES, SMALL LOAN COMPANIES, LICENSED LENDERS, CONSUMER AND SALES FINANCE COMPANIES, INDUSTRIAL BANKS AND LOAN COMPANIES, AND COMMERCIAL BANKS AND TRUST COMPANIES, THIS CODE DISPLACES EXISTING LIMITATIONS ON THEIR POWERS BASED SOLELY ON AMOUNT OR DURATION OF CREDIT.

(3) EXCEPT AS PROVIDED IN SUBSECTION (1) OF THIS SECTION, THIS CODE DOES NOT DISPLACE LIMITATIONS ON POWERS OF CREDIT UNIONS, SAVINGS BANKS, SAVINGS AND LOAN ASSOCIATIONS, OR OTHER THRIFT INSTITUTIONS WHETHER ORGANIZED FOR THE PROFIT OF SHAREHOLDERS OR AS MUTUAL ORGANIZATIONS.

(4) EXCEPT AS PROVIDED IN SUBSECTIONS (1) AND (2) OF THIS SECTION, THIS CODE DOES NOT DISPLACE:

(a) LIMITATIONS ON POWERS OF SUPERVISED FINANCIAL ORGANIZATIONS, AS DEFINED IN SECTION 5-1-301 (45), WITH RESPECT TO THE AMOUNT OF A LOAN TO A SINGLE BORROWER, THE RATIO OF A LOAN TO THE VALUE OF COLLATERAL, THE DURATION OF A LOAN SECURED BY AN INTEREST IN LAND, OR OTHER SIMILAR RESTRICTIONS DESIGNED TO PROTECT DEPOSITS; OR

(b) LIMITATIONS ON POWERS AN ORGANIZATION IS AUTHORIZED TO EXERCISE UNDER THE LAWS OF THIS STATE OR THE UNITED STATES.

PART 2 SCOPE AND JURISDICTION

5-1-201. Territorial application. (1) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THIS CODE APPLIES TO CONSUMER CREDIT TRANSACTIONS MADE IN THIS STATE AND TO MODIFICATIONS, INCLUDING REFINANCING, CONSOLIDATIONS, AND DEFERRALS, MADE IN THIS STATE, OF CONSUMER CREDIT TRANSACTIONS, WHEREVER MADE. FOR PURPOSES OF THIS CODE, A CONSUMER CREDIT TRANSACTION IS MADE IN THIS STATE IF:

(a) A WRITTEN AGREEMENT EVIDENCING THE OBLIGATION OR OFFER OF THE CONSUMER IS RECEIVED BY THE CREDITOR IN THIS STATE; OR

(b) A CONSUMER WHO IS A RESIDENT OF THIS STATE ENTERS INTO THE TRANSACTION WITH A CREDITOR WHO HAS SOLICITED OR ADVERTISED IN THIS STATE

BY ANY MEANS, INCLUDING BUT NOT LIMITED TO MAIL, BROCHURE, TELEPHONE, PRINT, RADIO, TELEVISION, INTERNET, OR ANY OTHER ELECTRONIC MEANS.

(2) NOTWITHSTANDING PARAGRAPH (b) OF SUBSECTION (1) OF THIS SECTION, UNLESS MADE SUBJECT TO THIS CODE BY AGREEMENT OF THE PARTIES, A CONSUMER CREDIT TRANSACTION IS NOT MADE IN THIS STATE IF A RESIDENT OF THIS STATE ENTERS INTO THE TRANSACTION WHILE PHYSICALLY PRESENT IN ANOTHER STATE.

(3) PART 1 OF ARTICLE 5 OF THIS TITLE AND SECTIONS 5-3-104 AND 5-3-105 APPLY TO ACTIONS OR OTHER PROCEEDINGS BROUGHT IN THIS STATE TO ENFORCE RIGHTS ARISING OUT OF A CONSUMER CREDIT TRANSACTION, OR MODIFICATION THEREOF, WHEREVER MADE.

(4) IF A CONSUMER CREDIT TRANSACTION, OR MODIFICATION THEREOF, IS MADE IN ANOTHER STATE WITH A PERSON WHO IS A RESIDENT OF THIS STATE WHEN THE CONSUMER CREDIT TRANSACTION OR MODIFICATION IS MADE, THE FOLLOWING PROVISIONS APPLY AS THOUGH THE TRANSACTION OCCURRED IN THIS STATE:

(a) A CREDITOR, OR ASSIGNEE OF THE CREDITOR'S RIGHTS, MAY NOT COLLECT CHARGES THROUGH ACTIONS OR OTHER PROCEEDINGS IN EXCESS OF THOSE PERMITTED BY THIS CODE; AND

(b) A CREDITOR, OR ASSIGNEE OF THE CREDITOR'S RIGHTS, MAY NOT ENFORCE RIGHTS AGAINST THE CONSUMER THAT VIOLATE THE PROVISIONS OF THIS CODE ON LIMITATIONS ON AGREEMENTS AND PRACTICES.

(5) EXCEPT AS PROVIDED IN SUBSECTION (3) OF THIS SECTION, A CONSUMER CREDIT TRANSACTION, OR MODIFICATION THEREOF, MADE IN ANOTHER STATE WITH A PERSON WHO WAS NOT A RESIDENT OF THIS STATE WHEN THE CONSUMER CREDIT TRANSACTION OR MODIFICATION WAS MADE IS VALID AND ENFORCEABLE IN THIS STATE ACCORDING TO ITS TERMS TO THE EXTENT THAT IT IS VALID AND ENFORCEABLE UNDER THE LAWS OF THE STATE APPLICABLE TO THE TRANSACTION.

(6) FOR THE PURPOSES OF THIS CODE, THE "RESIDENCE" OF A CONSUMER IS THE ADDRESS GIVEN BY THE CONSUMER AS THE CONSUMER'S RESIDENCE IN ANY WRITING PROVIDED BY THE CONSUMER IN CONNECTION WITH A CREDIT TRANSACTION. UNTIL THE CONSUMER NOTIFIES THE CREDITOR OF A NEW OR DIFFERENT ADDRESS, THE GIVEN ADDRESS IS PRESUMED TO BE UNCHANGED.

(7) NOTWITHSTANDING OTHER PROVISIONS OF THIS SECTION:

(a) EXCEPT AS PROVIDED IN SUBSECTION (3) OF THIS SECTION, THIS CODE DOES NOT APPLY IF THE CONSUMER IS NOT A RESIDENT OF THIS STATE AT THE TIME OF A CREDIT TRANSACTION AND THE PARTIES THEN AGREE THAT THE LAW OF THE CONSUMER'S RESIDENCE APPLIES; AND

(b) THIS CODE APPLIES IF THE CONSUMER IS A RESIDENT OF THIS STATE AT THE TIME OF A CREDIT TRANSACTION AND THE PARTIES THEN AGREE THAT THE LAW OF THIS STATE APPLIES.

(8) EXCEPT AS PROVIDED IN SUBSECTION (7) OF THIS SECTION, AN AGREEMENT BY

A CONSUMER IS INVALID WITH RESPECT TO CONSUMER CREDIT TRANSACTIONS, OR MODIFICATIONS THEREOF, TO WHICH THIS CODE APPLIES WHEN SUCH AGREEMENT PROVIDES THAT:

- (a) THE LAW OF ANOTHER STATE SHALL APPLY;
 - (b) THE CONSUMER CONSENTS TO THE JURISDICTION OF ANOTHER STATE; OR
 - (c) VENUE IS FIXED.
- (9) THE FOLLOWING PROVISIONS OF THIS CODE SPECIFY THE APPLICABLE LAW GOVERNING CERTAIN CASES:

(a) SECTION 5-6-102 ON THE POWERS AND FUNCTIONS OF THE ADMINISTRATOR;
AND

(b) SECTION 5-6-201 ON NOTIFICATION AND FEES.

(10) FOR THE PURPOSE OF SUBSECTION (1) OF THIS SECTION, "RECEIVE" MEANS OBTAINED AS A RESULT OF PHYSICAL DELIVERY, TRANSMISSION, OR COMMUNICATION TO ONE WHO HAS ACTUAL OR APPARENT AUTHORITY TO ACT FOR THE CREDITOR IN THIS STATE WHETHER OR NOT APPROVAL, ACCEPTANCE, OR RATIFICATION BY ANY OTHER AGENT OR REPRESENTATIVE OF SUCH CREDITOR IN SOME OTHER STATE IS NECESSARY TO GIVE LEGAL CONSEQUENCE TO THE CONSUMER CREDIT TRANSACTION.

(11) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, THIS CODE APPLIES TO ANY CONSUMER INSURANCE PREMIUM LOAN MADE TO A RESIDENT OF THIS STATE.

5-1-202. Exclusions. (1) THIS CODE DOES NOT APPLY TO:

(a) EXTENSIONS OF CREDIT TO GOVERNMENT OR GOVERNMENTAL AGENCIES OR INSTRUMENTALITIES;

(b) EXCEPT AS OTHERWISE PROVIDED IN ARTICLE 4 OF THIS TITLE, THE SALE OF INSURANCE IF THERE IS NO LEGAL OBLIGATION TO PAY INSTALLMENTS OF THE PREMIUM AND THE INSURANCE MAY TERMINATE OR BE CANCELED AFTER NONPAYMENT OF AN INSTALLMENT OF THE PREMIUM;

(c) TRANSACTIONS UNDER PUBLIC UTILITY OR COMMON CARRIER TARIFFS IF A SUBDIVISION OR AGENCY OF THIS STATE OR OF THE UNITED STATES REGULATES THE CHARGES FOR THE SERVICES INVOLVED, THE CHARGES FOR DELAYED PAYMENT, AND ANY DISCOUNT ALLOWED FOR EARLY PAYMENT;

(d) THE RATES AND CHARGES AND THE DISCLOSURE OF RATES AND CHARGES OF A LICENSED PAWNBROKER ESTABLISHED IN ACCORDANCE WITH A STATUTE OR ORDINANCE CONCERNING THESE MATTERS;

(e) THE DISCLOSURE OF RATES AND CHARGES IN CONNECTION WITH TRANSACTIONS IN SECURITIES AND COMMODITIES ACCOUNTS BY A BROKER-DEALER REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION;

(f) LOANS MADE, ORIGINATED, DISBURSED, SERVICED, OR GUARANTEED BY AN AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE PURSUANT TO ARTICLE 3.1 OF TITLE 23, C.R.S.

5-1-203. Jurisdiction and service of process. (1) THE COURT OF RECORD OF ANY JUDICIAL DISTRICT IN THIS STATE MAY EXERCISE JURISDICTION OVER ANY CREDITOR WITH RESPECT TO ANY CONDUCT IN THIS STATE GOVERNED BY THIS CODE OR WITH RESPECT TO ANY CLAIM ARISING FROM A TRANSACTION SUBJECT TO THIS CODE. IN ADDITION TO ANY OTHER METHOD PROVIDED BY THE COLORADO RULES OF CIVIL PROCEDURE OR BY STATUTE, PERSONAL JURISDICTION OVER A CREDITOR MAY BE ACQUIRED IN A CIVIL ACTION OR PROCEEDING INSTITUTED IN THE COURT OF RECORD BY THE SERVICE OF PROCESS IN THE MANNER PROVIDED BY THIS SECTION.

(2) IF A CREDITOR IS NOT A RESIDENT OF THIS STATE OR IS A CORPORATION NOT AUTHORIZED TO DO BUSINESS IN THIS STATE AND ENGAGES IN ANY CONDUCT IN THIS STATE GOVERNED BY THIS CODE OR ENGAGES IN A TRANSACTION SUBJECT TO THIS CODE, THE CREDITOR MAY DESIGNATE AN AGENT UPON WHOM SERVICE OF PROCESS MAY BE MADE IN THIS STATE. THE AGENT SHALL BE A RESIDENT OF THIS STATE OR A CORPORATION AUTHORIZED TO DO BUSINESS IN THIS STATE. THE DESIGNATION SHALL BE IN WRITING AND FILED WITH THE SECRETARY OF STATE. IF NO DESIGNATION IS MADE AND FILED OR IF PROCESS CANNOT BE SERVED IN THIS STATE UPON THE DESIGNATED AGENT, PROCESS MAY BE SERVED UPON THE SECRETARY OF STATE, BUT SERVICE UPON THE SECRETARY OF STATE IS NOT EFFECTIVE UNLESS THE PLAINTIFF OR PETITIONER FORTHWITH MAILES A COPY OF THE PROCESS AND PLEADING BY REGISTERED OR CERTIFIED MAIL TO THE DEFENDANT OR RESPONDENT AT HIS OR HER LAST REASONABLY ASCERTAINABLE ADDRESS. AN AFFIDAVIT OF COMPLIANCE WITH THIS SECTION SHALL BE FILED WITH THE CLERK OF THE COURT ON OR BEFORE THE RETURN DAY OF THE PROCESS, IF ANY, OR WITHIN ANY FURTHER TIME THE COURT ALLOWS.

PART 3 DEFINITIONS

5-1-301. General definitions. IN ADDITION TO DEFINITIONS APPEARING IN SUBSEQUENT ARTICLES, AS USED IN THIS CODE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ACTUARIAL METHOD" MEANS THE METHOD, DEFINED BY RULES PROMULGATED BY THE ADMINISTRATOR IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24, C.R.S., OF ALLOCATING PAYMENTS MADE ON A DEBT BETWEEN THE AMOUNT FINANCED AND FINANCE CHARGE PURSUANT TO WHICH A PAYMENT IS APPLIED FIRST TO THE ACCUMULATED LOAN FINANCE CHARGE AND THE BALANCE SUBTRACTED FROM, OR ANY DEFICIENCY IS ADDED TO, THE UNPAID BALANCE OF THE AMOUNT FINANCED.

(2) "ADMINISTRATOR" MEANS THE ADMINISTRATOR DESIGNATED IN SECTION 5-6-103.

(3) "AGREEMENT" MEANS THE BARGAIN OF THE PARTIES IN FACT AS FOUND IN THEIR LANGUAGE OR BY IMPLICATION FROM OTHER CIRCUMSTANCES INCLUDING COURSE OF DEALING OR USAGE OF TRADE OR COURSE OF PERFORMANCE.

(4) "AGRICULTURAL PURPOSE" MEANS A PURPOSE RELATED TO THE PRODUCTION, HARVEST, EXHIBITION, MARKETING, TRANSPORTATION, PROCESSING, OR MANUFACTURE OF AGRICULTURAL PRODUCTS BY A NATURAL PERSON WHO CULTIVATES, PLANTS, PROPAGATES, OR NURTURES THE AGRICULTURAL PRODUCTS. "AGRICULTURAL PRODUCTS" INCLUDES AGRICULTURAL, HORTICULTURAL, VITICULTURAL, AND DAIRY PRODUCTS, LIVESTOCK, WILDLIFE, POULTRY, BEES, FOREST PRODUCTS, FISH AND SHELLFISH, AND ANY PRODUCTS THEREOF, INCLUDING PROCESSED AND MANUFACTURED PRODUCTS, AND ANY AND ALL PRODUCTS RAISED OR PRODUCED ON FARMS AND ANY PROCESSED OR MANUFACTURED PRODUCTS THEREOF.

(5) "AMOUNT FINANCED" MEANS THE TOTAL OF THE FOLLOWING ITEMS TO THE EXTENT THAT PAYMENT IS DEFERRED:

(a) IN THE CASE OF A SALE:

(I) THE CASH PRICE OF THE GOODS, SERVICES, OR INTEREST IN LAND, LESS THE AMOUNT OF ANY DOWN PAYMENT WHETHER MADE IN CASH OR IN PROPERTY TRADED IN; AND

(II) THE AMOUNT ACTUALLY PAID OR TO BE PAID BY THE SELLER PURSUANT TO AN AGREEMENT WITH THE BUYER TO DISCHARGE A SECURITY INTEREST IN OR A LIEN ON PROPERTY TRADED IN;

(b) IN THE CASE OF A LOAN:

(I) THE NET AMOUNT PAID TO, RECEIVABLE BY, OR PAID OR PAYABLE FOR THE ACCOUNT OF THE DEBTOR; AND

(II) THE AMOUNT OF ANY DISCOUNT EXCLUDED FROM THE LOAN FINANCE CHARGE DESCRIBED IN SECTION 5-1-301 (20) (c); AND

(c) IN THE CASE OF A SALE OR LOAN, TO THE EXTENT THAT PAYMENT IS DEFERRED AND THE AMOUNT IS NOT OTHERWISE INCLUDED IN THE CASH PRICE:

(I) ANY APPLICABLE SALES, USE, EXCISE, OR DOCUMENTARY STAMP TAXES;

(II) AMOUNTS ACTUALLY PAID OR TO BE PAID BY THE CREDITOR FOR REGISTRATION, CERTIFICATE OF TITLE, OR LICENSE FEES; AND

(III) ADDITIONAL CHARGES PERMITTED BY THIS CODE DESCRIBED IN SECTION 5-2-202.

(6) "BUSINESS DAY" MEANS ANY CALENDAR DAY EXCEPT SUNDAY, NEW YEAR'S DAY, THE THIRD MONDAY IN JANUARY OBSERVED AS THE BIRTHDAY OF DR. MARTIN LUTHER KING, JR., WASHINGTON-LINCOLN DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS' DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.

(7) (a) "CASH PRICE" MEANS, EXCEPT AS THE ADMINISTRATOR MAY OTHERWISE PRESCRIBE BY RULE PROMULGATED IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24, C.R.S., THE PRICE AT WHICH GOODS, SERVICES, OR AN INTEREST IN LAND IS OFFERED

FOR SALE BY THE SELLER TO CASH BUYERS IN THE ORDINARY COURSE OF BUSINESS AND MAY INCLUDE THE CASH PRICE OF ACCESSORIES OR RELATED SERVICES SUCH AS DELIVERY, INSTALLATION, SERVICING, REPAIRS, ALTERATIONS, MODIFICATIONS, AND IMPROVEMENTS AND, IF INDIVIDUALLY ITEMIZED, MAY ALSO INCLUDE:

(I) APPLICABLE SALES, USE, AND EXCISE AND DOCUMENTARY STAMP TAXES; AND

(II) AMOUNTS ACTUALLY PAID OR TO BE PAID BY THE SELLER FOR REGISTRATION, CERTIFICATE OF TITLE, OR LICENSE FEES.

(b) THE CASH PRICE STATED BY THE SELLER TO THE BUYER PURSUANT TO THE PROVISIONS ON DISCLOSURE CONTAINED IN SECTION 5-3-101 IS PRESUMED TO BE THE CASH PRICE.

(8) "CLOSING COSTS" WITH RESPECT TO A DEBT SECURED BY AN INTEREST IN LAND INCLUDES:

(a) FEES OR PREMIUMS FOR TITLE EXAMINATION, TITLE INSURANCE, OR SIMILAR PURPOSES INCLUDING SURVEYS;

(b) FEES FOR PREPARATION OF A DEED, SETTLEMENT STATEMENT, OR OTHER DOCUMENTS;

(c) ESCROWS FOR FUTURE PAYMENTS OF TAXES AND INSURANCE;

(d) FEES FOR NOTARIZING DEEDS AND OTHER DOCUMENTS;

(e) APPRAISAL FEES; AND

(f) CREDIT REPORTS.

(9) "CONSPICUOUS" MEANS A TERM OR CLAUSE THAT IS SO WRITTEN THAT A REASONABLE PERSON AGAINST WHOM IT IS TO OPERATE OUGHT TO HAVE NOTICED IT. WHETHER A TERM OR CLAUSE IS CONSPICUOUS OR NOT IS FOR DECISION BY THE COURT. A PRINTED HEADING IN CAPITALS (AS: WARRANTY) IS CONSPICUOUS, AND LANGUAGE IN THE BODY OF THE FORM IS CONSPICUOUS IF IT IS IN LARGER OR OTHER CONTRASTING TYPE OR COLOR. IN A TELEGRAM, ANY STATED TERM IS CONSPICUOUS.

(10) "CONSUMER" MEANS A PERSON OTHER THAN AN ORGANIZATION WHO IS THE BUYER, LESSEE, OR DEBTOR TO WHOM CREDIT IS GRANTED IN A CONSUMER CREDIT TRANSACTION.

(11) (a) "CONSUMER CREDIT SALE" MEANS, EXCEPT AS PROVIDED IN PARAGRAPH (b) OF THIS SUBSECTION (11), A SALE OF GOODS, SERVICES, A MOBILE HOME, OR AN INTEREST IN LAND IN WHICH:

(I) CREDIT IS GRANTED OR ARRANGED BY A PERSON WHO REGULARLY ENGAGES AS A SELLER IN CREDIT TRANSACTIONS OF THE SAME KIND OR PURSUANT TO A SELLER CREDIT CARD;

(II) THE BUYER IS A PERSON OTHER THAN AN ORGANIZATION;

(III) THE GOODS, SERVICES, MOBILE HOME, OR INTEREST IN LAND ARE PURCHASED PRIMARILY FOR A PERSONAL, FAMILY, OR HOUSEHOLD PURPOSE;

(IV) EITHER THE DEBT IS BY WRITTEN AGREEMENT PAYABLE IN INSTALLMENTS OR A FINANCE CHARGE IS MADE; AND

(V) WITH RESPECT TO A SALE OF GOODS OR SERVICES, THE AMOUNT FINANCED DOES NOT EXCEED SEVENTY-FIVE THOUSAND DOLLARS.

(b) UNLESS THE SALE IS MADE SUBJECT TO THIS CODE BY SECTION 5-2-501, "CONSUMER CREDIT SALE" DOES NOT INCLUDE:

(I) A SALE IN WHICH THE SELLER ALLOWS THE BUYER TO PURCHASE GOODS OR SERVICES PURSUANT TO A LENDER CREDIT CARD OR SIMILAR ARRANGEMENT;

(II) (A) EXCEPT AS REQUIRED BY THE FEDERAL "TRUTH IN LENDING ACT" OR THE FEDERAL "CONSUMER LEASING ACT" WITH RESPECT TO DISCLOSURE CONTAINED IN SECTION 5-3-101 AND DEBTORS' REMEDIES CONTAINED IN SECTION 5-5-204, A SALE OF A MOBILE HOME OR A SALE OF AN INTEREST IN LAND IF THE FINANCE CHARGE DOES NOT EXCEED TWELVE PERCENT PER YEAR CALCULATED ACCORDING TO THE ACTUARIAL METHOD ON THE UNPAID BALANCES OF THE AMOUNT FINANCED ON THE ASSUMPTION THAT THE DEBT WILL BE PAID ACCORDING TO THE AGREED TERMS AND WILL NOT BE PAID BEFORE THE END OF THE AGREED TERM OR, NOTWITHSTANDING THE RATE OF THE FINANCE CHARGE WITH RESPECT TO THE SALE OF AN INTEREST IN LAND, THE SALE IS SECURED BY A FIRST MORTGAGE OR DEED OF TRUST LIEN AGAINST A DWELLING TO FINANCE THE ACQUISITION OF THAT DWELLING.

(B) FOR THE PURPOSES OF THIS SUBPARAGRAPH (II), "DWELLING" MEANS ANY IMPROVED REAL PROPERTY OR PORTION THEREOF THAT IS USED OR INTENDED TO BE USED AS A RESIDENCE AND CONTAINS NOT MORE THAN FOUR DWELLING UNITS, AND "FIRST MORTGAGE OR DEED OF TRUST" MEANS A MORTGAGE OR DEED OF TRUST HAVING PRIORITY AS A LIEN OVER THE LIEN OF ANY OTHER MORTGAGE OR DEED OF TRUST ON THE SAME DWELLING AND SUBJECT TO THE LIEN OF TAXES LEVIED ON THAT DWELLING.

(III) A SALE FOR A BUSINESS, INVESTMENT, OR COMMERCIAL PURPOSE; OR

(IV) A SALE PRIMARILY FOR AN AGRICULTURAL PURPOSE.

(12) "CONSUMER CREDIT TRANSACTION" MEANS A CONSUMER CREDIT SALE OR CONSUMER LOAN, OR A REFINANCING OR CONSOLIDATION THEREOF, OR A CONSUMER LEASE.

(13) "CONSUMER INSURANCE PREMIUM LOAN" MEANS A CONSUMER LOAN THAT:

(a) IS MADE FOR THE SOLE PURPOSE OF FINANCING THE PAYMENT BY OR ON BEHALF OF AN INSURED OF THE PREMIUM ON ONE OR MORE POLICIES OR CONTRACTS ISSUED BY OR ON BEHALF OF AN INSURER;

(b) IS SECURED BY AN ASSIGNMENT BY THE INSURED TO THE LENDER OF THE UNEARNED PREMIUM ON THE POLICY OR CONTRACT; AND

(c) CONTAINS AN AUTHORIZATION TO CANCEL THE POLICY OR CONTRACT SO FINANCED.

(14) (a) "CONSUMER LEASE" MEANS A LEASE OF GOODS AND INCLUDES ANY INSURANCE INCIDENTAL TO THE LEASE AND ANY OTHER SERVICES MERELY INCIDENTAL TO UPKEEP OR REPAIR OF THE GOODS:

(I) THAT A LESSOR REGULARLY ENGAGED IN THE BUSINESS OF LEASING MAKES TO A PERSON, OTHER THAN AN ORGANIZATION, WHO TAKES UNDER THE LEASE PRIMARILY FOR A PERSONAL, FAMILY, OR HOUSEHOLD PURPOSE;

(II) IN WHICH THE AMOUNT PAYABLE UNDER THE LEASE DOES NOT EXCEED SEVENTY-FIVE THOUSAND DOLLARS; AND

(III) THAT IS FOR A TERM EXCEEDING FOUR MONTHS.

(b) "CONSUMER LEASE" DOES NOT INCLUDE A LEASE MADE PURSUANT TO A LENDER CREDIT CARD OR SIMILAR ARRANGEMENT.

(15) (a) EXCEPT AS PROVIDED IN PARAGRAPH (b) OF THIS SUBSECTION (15) AND EXCEPT WITH RESPECT TO A LOAN PRIMARILY SECURED BY AN INTEREST IN LAND AS DEFINED IN SUBSECTION 26 OF THIS SECTION, "CONSUMER LOAN" MEANS A LOAN MADE OR ARRANGED BY A PERSON REGULARLY ENGAGED IN THE BUSINESS OF MAKING LOANS IN WHICH:

(I) THE CONSUMER IS A PERSON OTHER THAN AN ORGANIZATION;

(II) THE DEBT IS INCURRED PRIMARILY FOR A PERSONAL, FAMILY, OR HOUSEHOLD PURPOSE;

(III) EITHER THE DEBT IS BY WRITTEN AGREEMENT PAYABLE IN INSTALLMENTS OR A LOAN FINANCE CHARGE IS MADE; AND

(IV) EITHER THE PRINCIPAL DOES NOT EXCEED SEVENTY-FIVE THOUSAND DOLLARS OR THE DEBT IS SECURED BY AN INTEREST IN LAND.

(b) UNLESS THE LOAN IS MADE SUBJECT TO THIS CODE BY AN AGREEMENT DESCRIBED IN SECTION 5-2-501, "CONSUMER LOAN" DOES NOT INCLUDE:

(I) A LOAN FOR A BUSINESS, INVESTMENT, OR COMMERCIAL PURPOSE;

(II) A LOAN PRIMARILY FOR AN AGRICULTURAL PURPOSE; OR

(III) A REVERSE MORTGAGE AS DEFINED IN SECTION 11-38-102, C.R.S.

(c) UNLESS THE LOAN IS MADE SUBJECT TO THIS CODE BY AN AGREEMENT DESCRIBED IN SECTION 5-2-501 AND EXCEPT AS PROVIDED WITH RESPECT TO THE DISCLOSURE DESCRIBED IN SECTION 5-3-101, DEBTORS' REMEDIES DESCRIBED IN SECTION 5-5-204, AND POWERS AND FUNCTIONS OF THE ADMINISTRATOR UNDER PART 1 OF ARTICLE 6 OF THIS TITLE, "CONSUMER LOAN" DOES NOT INCLUDE A "LOAN PRIMARILY SECURED BY AN INTEREST IN LAND" AS DEFINED IN SUBSECTION (26) OF

THIS SECTION.

(16) "CREDIT" MEANS THE RIGHT GRANTED BY A CREDITOR TO A CONSUMER TO DEFER PAYMENT OF DEBT OR TO INCUR DEBT AND DEFER ITS PAYMENT.

(17) "CREDITOR" MEANS THE SELLER, LESSOR, LENDER, OR PERSON WHO MAKES OR ARRANGES A CONSUMER CREDIT TRANSACTION AND TO WHOM THE TRANSACTION IS INITIALLY PAYABLE, OR THE ASSIGNEE OF A CREDITOR'S RIGHT TO PAYMENT, BUT USE OF THE TERM DOES NOT IN ITSELF IMPOSE ON AN ASSIGNEE ANY OBLIGATION OF HIS OR HER ASSIGNOR. IN CASE OF CREDIT GRANTED PURSUANT TO A CREDIT CARD, "CREDITOR" MEANS THE CARD ISSUER AND NOT ANOTHER PERSON HONORING THE CREDIT CARD.

(18) "DWELLING" MEANS A RESIDENTIAL STRUCTURE OR MOBILE HOME THAT CONTAINS ONE TO FOUR FAMILY HOUSING UNITS OR INDIVIDUAL UNITS OF CONDOMINIUMS OR COOPERATIVES.

(19) "EARNINGS" MEANS COMPENSATION PAID OR PAYABLE TO AN INDIVIDUAL OR FOR THE INDIVIDUAL'S ACCOUNT FOR PERSONAL SERVICES RENDERED OR TO BE RENDERED BY THE INDIVIDUAL, WHETHER DENOMINATED AS WAGES, SALARY, FEES, COMMISSION, BONUS, OR OTHERWISE, AND INCLUDES PERIODIC PAYMENTS PURSUANT TO A PENSION, RETIREMENT, OR DISABILITY PROGRAM.

(20) "FINANCE CHARGE" MEANS:

(a) THE SUM OF ALL CHARGES PAYABLE DIRECTLY OR INDIRECTLY BY THE CONSUMER AND IMPOSED DIRECTLY OR INDIRECTLY BY THE CREDITOR AS AN INCIDENT TO OR AS A CONDITION OF THE EXTENSION OF CREDIT, WHETHER PAID OR PAYABLE BY THE CONSUMER, THE CREDITOR, OR ANY OTHER PERSON ON BEHALF OF THE CONSUMER TO THE CREDITOR OR TO A THIRD PARTY, INCLUDING ANY OF THE FOLLOWING TYPES OF CHARGES THAT ARE APPLICABLE:

(I) INTEREST OR ANY AMOUNT PAYABLE UNDER A POINT, DISCOUNT, OR OTHER SYSTEM OF CHARGES, HOWEVER DENOMINATED;

(II) TIME-PRICE DIFFERENTIAL, CREDIT SERVICE, SERVICE, CARRYING, OR OTHER CHARGE, HOWEVER DENOMINATED;

(III) PREMIUM, OR OTHER CHARGE FOR ANY GUARANTEE OR INSURANCE PROTECTING THE CREDITOR AGAINST THE CONSUMER'S DEFAULT OR OTHER CREDIT LOSS; AND

(IV) CHARGES INCURRED FOR INVESTIGATING THE COLLATERAL OR CREDIT-WORTHINESS OF THE CONSUMER OR FOR COMMISSIONS OR BROKERAGE FOR OBTAINING THE CREDIT.

(b) THE TERM DOES NOT INCLUDE CHARGES AS A RESULT OF DEFAULT DESCRIBED IN SECTION 5-3-302, ADDITIONAL CHARGES DESCRIBED IN SECTION 5-2-202, DELINQUENCY CHARGES DESCRIBED IN SECTION 5-2-203, OR DEFERRAL CHARGES DESCRIBED IN SECTION 5-2-204.

(c) IF A CREDITOR MAKES A LOAN TO A CONSUMER BY PURCHASING OR SATISFYING OBLIGATIONS OF THE CONSUMER PURSUANT TO A CREDIT CARD OR SIMILAR ARRANGEMENT AND THE PURCHASE OR SATISFACTION IS MADE AT LESS THAN THE FACE AMOUNT OF THE OBLIGATION, THE DISCOUNT IS NOT PART OF THE FINANCE CHARGE.

(21) "GOODS" INCLUDES GOODS NOT IN EXISTENCE AT THE TIME THE TRANSACTION IS ENTERED INTO AND MERCHANDISE CERTIFICATES BUT EXCLUDES MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, AND INSTRUMENTS.

(22) "INVESTMENT PURPOSE" MEANS THAT THE PRIMARY PURPOSE OF THE CREDIT SALE OR LOAN IS FOR FUTURE FINANCIAL GAIN RATHER THAN FOR A PRESENT PERSONAL, FAMILY, OR HOUSEHOLD USE.

(23) "LENDER" INCLUDES AN ASSIGNEE OF THE LENDER'S RIGHT TO PAYMENT, UNLESS OTHERWISE PROVIDED IN THIS CODE, BUT USE OF THE TERM DOES NOT IN ITSELF IMPOSE ON AN ASSIGNEE ANY OBLIGATION OF THE LENDER WITH RESPECT TO EVENTS OCCURRING BEFORE THE ASSIGNMENT.

(24) "LENDER CREDIT CARD OR SIMILAR ARRANGEMENT" MEANS AN ARRANGEMENT OR LOAN AGREEMENT, OTHER THAN A SELLER CREDIT CARD, PURSUANT TO WHICH A LENDER GIVES A CONSUMER THE PRIVILEGE OF USING A CREDIT CARD, LETTER OF CREDIT, OR OTHER CREDIT CONFIRMATION OR IDENTIFICATION IN TRANSACTIONS OUT OF WHICH DEBT ARISES:

(a) BY THE LENDER'S HONORING A DRAFT OR SIMILAR ORDER FOR THE PAYMENT OF MONEY DRAWN OR ACCEPTED BY THE CONSUMER;

(b) BY THE LENDER'S PAYMENT OR AGREEMENT TO PAY THE CONSUMER'S OBLIGATIONS; OR

(c) BY THE LENDER'S PURCHASE FROM THE OBLIGEE OF THE CONSUMER'S OBLIGATIONS.

(25) "LOAN" INCLUDES:

(a) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH (b) OF THIS SUBSECTION (25):

(I) THE CREATION OF DEBT BY THE LENDER'S PAYMENT OF OR AGREEMENT TO PAY MONEY TO THE CONSUMER OR TO A THIRD PARTY FOR THE ACCOUNT OF THE CONSUMER;

(II) THE CREATION OF DEBT BY A CREDIT TO AN ACCOUNT WITH THE LENDER UPON WHICH THE CONSUMER IS ENTITLED TO DRAW IMMEDIATELY;

(III) THE CREATION OF DEBT PURSUANT TO A LENDER CREDIT CARD IN ANY MANNER, INCLUDING A CASH ADVANCE OR THE CARD ISSUER'S HONORING A DRAFT OR SIMILAR ORDER FOR THE PAYMENT OF MONEY DRAWN OR ACCEPTED BY THE CONSUMER, PAYING OR AGREEING TO PAY THE CONSUMER'S OBLIGATION, OR PURCHASING OR OTHERWISE ACQUIRING THE CONSUMER'S OBLIGATION FROM THE OBLIGEE OR HIS OR HER ASSIGNEES;

(IV) THE FORBEARANCE OF DEBT ARISING FROM A LOAN; AND

(V) THE CREATION OF DEBT BY A CASH ADVANCE TO A CONSUMER PURSUANT TO A SELLER CREDIT CARD.

(b) "LOAN" DOES NOT INCLUDE:

(I) A CARD ISSUER'S PAYMENT OR AGREEMENT TO PAY MONEY TO A THIRD PERSON FOR THE ACCOUNT OF A CONSUMER IF THE DEBT OF THE CONSUMER ARISES FROM A SALE OR LEASE AND RESULTS FROM USE OF A SELLER CREDIT CARD; OR

(II) THE FORBEARANCE OF DEBT ARISING FROM A SALE OR LEASE.

(26) (a) "LOAN PRIMARILY SECURED BY AN INTEREST IN LAND" MEANS A CONSUMER LOAN SECURED BY A MOBILE HOME OR PRIMARILY SECURED BY AN INTEREST IN LAND IF, AT THE TIME THE LOAN IS MADE THE VALUE OF THE COLLATERAL IS SUBSTANTIAL IN RELATION TO THE AMOUNT OF THE LOAN; AND

(I) THE RATE OF THE FINANCE CHARGE DOES NOT EXCEED TWELVE PERCENT PER YEAR CALCULATED ACCORDING TO THE ACTUARIAL METHOD ON THE UNPAID BALANCES OF THE PRINCIPAL ON THE ASSUMPTION THAT THE DEBT WILL BE PAID ACCORDING TO THE AGREED TERMS AND WILL NOT BE PAID BEFORE THE END OF THE AGREED TERM; OR

(II) NOTWITHSTANDING THE RATE OF THE FINANCE CHARGE, AND OTHER THAN A PRECOMPUTED LOAN AS DEFINED IN SUBSECTION (35) OF THIS SECTION, THE LOAN IS SECURED BY A FIRST MORTGAGE OR DEED OF TRUST LIEN AGAINST A DWELLING TO:

(A) FINANCE THE ACQUISITION OF THAT DWELLING; OR

(B) TO REFINANCE, BY AMENDMENT, PAYOFF, OR OTHERWISE, AN EXISTING LOAN MADE TO FINANCE THE ACQUISITION OF THAT DWELLING, INCLUDING A REFINANCE LOAN PROVIDING ADDITIONAL SUMS FOR ANY PURPOSE WHETHER OR NOT RELATED TO ACQUISITION OR CONSTRUCTION.

(b) AS TO ANY REFINANCE LOAN IN THE FORM OF A REVOLVING LOAN ACCOUNT THAT IS IN WHOLE OR IN PART FOR PURPOSES OTHER THAN ACQUISITION OR CONSTRUCTION, SECTION 5-3-103 SHALL APPLY.

(c) WITH RESPECT TO LOANS SECURED BY A FIRST MORTGAGE OR DEED OF TRUST LIEN AGAINST A DWELLING TO REFINANCE AN EXISTING LOAN TO FINANCE THE ACQUISITION OF THE DWELLING AND PROVIDING ADDITIONAL SUMS FOR ANY OTHER PURPOSE THAT ARE NOT SUBJECT TO THIS CODE PURSUANT TO PARAGRAPH (a) OF THIS SUBSECTION (26), THE LENDER SHALL DISCLOSE TO THE CONSUMER THAT THE REFINANCE LOAN CREATES A LIEN AGAINST THE DWELLING OR PROPERTY AND THAT THE LIMITS SET FORTH IN SECTION 5-5-111 ON THE AMOUNT OF ATTORNEY FEES THAT A LENDER MAY CHARGE THE CONSUMER ARE NOT APPLICABLE.

(d) FOR PURPOSES OF THIS SUBSECTION (26):

(I) A "LOAN SECURED BY A FIRST MORTGAGE OR DEED OF TRUST LIEN AGAINST A

DWELLING TO FINANCE THE ACQUISITION OF THE DWELLING" INCLUDES A LOAN SECURED BY A FIRST MORTGAGE OR DEED OF TRUST LIEN AGAINST A DWELLING TO FINANCE THE ORIGINAL CONSTRUCTION OF SUCH DWELLING OR TO REFINANCE ANY SUCH CONSTRUCTION LOAN;

(II) "DWELLING" MEANS ANY IMPROVED REAL PROPERTY, OR PORTION THEREOF, THAT IS USED OR INTENDED TO BE USED AS A RESIDENCE AND CONTAINS NOT MORE THAN FOUR DWELLING UNITS; AND

(III) "FIRST MORTGAGE OR DEED OF TRUST" MEANS A MORTGAGE OR DEED OF TRUST HAVING PRIORITY AS ALIEN OVER THE LIEN OF ANY OTHER MORTGAGE OR DEED OF TRUST ON THE SAME DWELLING AND SUBJECT TO THE LIEN OF TAXES LEVIED ON THAT DWELLING.

(27) "MATERIAL DISCLOSURES" MEANS THE DISCLOSURE, AS REQUIRED BY THIS CODE, OF THE ANNUAL PERCENTAGE RATE, THE METHOD OF DETERMINING THE FINANCE CHARGE AND THE BALANCE UPON WHICH A FINANCE CHARGE WILL BE IMPOSED, THE AMOUNT OF THE FINANCE CHARGE, THE AMOUNT TO BE FINANCED, THE TOTAL OF PAYMENTS, THE NUMBER AND AMOUNT OF PAYMENTS, AND THE DUE DATES OR PERIODS OF PAYMENTS SCHEDULED TO REPAY THE INDEBTEDNESS.

(28) "MERCHANDISE CERTIFICATE" MEANS A WRITING NOT REDEEMABLE IN CASH AND USABLE IN ITS FACE AMOUNT IN LIEU OF CASH IN EXCHANGE FOR GOODS OR SERVICES.

(29) "MOBILE HOME" MEANS A DWELLING THAT IS BUILT ON A CHASSIS DESIGNED FOR LONG-TERM RESIDENTIAL OCCUPANCY, THAT IS CAPABLE OF BEING INSTALLED IN A PERMANENT OR SEMI-PERMANENT LOCATION, WITH OR WITHOUT A PERMANENT FOUNDATION, AND WITH MAJOR APPLIANCES AND PLUMBING, GAS, AND ELECTRICAL SYSTEMS INSTALLED BUT NEEDING THE APPROPRIATE CONNECTIONS TO MAKE THEM OPERABLE, AND THAT MAY BE OCCASIONALLY DRAWN OVER THE PUBLIC HIGHWAYS, BY SPECIAL PERMIT, AS A UNIT OR IN SECTIONS TO ITS PERMANENT OR SEMI-PERMANENT LOCATION.

(30) "OFFICIAL FEES" MEANS:

(a) FEES AND CHARGES PRESCRIBED BY LAW THAT ACTUALLY ARE OR WILL BE PAID TO PUBLIC OFFICIALS FOR DETERMINING THE EXISTENCE OF OR FOR PERFECTING, RELEASING, OR SATISFYING A SECURITY INTEREST RELATED TO A CONSUMER CREDIT TRANSACTION; OR

(b) PREMIUMS PAYABLE FOR INSURANCE IN LIEU OF PERFECTING A SECURITY INTEREST OTHERWISE REQUIRED BY THE CREDITOR IN CONNECTION WITH THE CONSUMER CREDIT TRANSACTION IF THE PREMIUM DOES NOT EXCEED THE FEES AND CHARGES DESCRIBED IN PARAGRAPH (a) OF THIS SUBSECTION (30) THAT WOULD OTHERWISE BE PAYABLE.

(31) "ORGANIZATION" MEANS A CORPORATION, LIMITED LIABILITY COMPANY, GOVERNMENT OR GOVERNMENTAL SUBDIVISION OR AGENCY, TRUST, ESTATE, PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, COOPERATIVE, OR ASSOCIATION.

(32) "PAYABLE IN INSTALLMENTS" MEANS THAT PAYMENT IS REQUIRED OR PERMITTED BY AGREEMENT TO BE MADE IN MORE THAN FOUR PERIODIC PAYMENTS, EXCLUDING A DOWN PAYMENT. IF ANY PERIODIC PAYMENT OTHER THAN THE DOWN PAYMENT UNDER AN AGREEMENT REQUIRING OR PERMITTING TWO OR MORE PERIODIC PAYMENTS IS MORE THAN TWICE THE AMOUNT OF ANY OTHER PERIODIC PAYMENT, EXCLUDING THE DOWN PAYMENT, THE CONSUMER CREDIT TRANSACTION IS "PAYABLE IN INSTALLMENTS".

(33) "PERSON" INCLUDES A NATURAL PERSON OR AN INDIVIDUAL AND AN ORGANIZATION.

(34) (a) "PERSON RELATED TO" MEANS, WITH RESPECT TO AN INDIVIDUAL, THE SPOUSE OF THE INDIVIDUAL; A BROTHER, BROTHER-IN-LAW, SISTER, OR SISTER-IN-LAW OF THE INDIVIDUAL; AN ANCESTOR OR LINEAL DESCENDANT OF THE INDIVIDUAL OR THE INDIVIDUAL'S SPOUSE; AND ANY OTHER RELATIVE, BY BLOOD OR MARRIAGE, OF THE INDIVIDUAL OR THE INDIVIDUAL'S SPOUSE WHO SHARES THE SAME HOME WITH THE INDIVIDUAL.

(b) "PERSON RELATED TO" MEANS, WITH RESPECT TO AN ORGANIZATION, A PERSON DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH THE ORGANIZATION; AN OFFICER OR DIRECTOR OF THE ORGANIZATION OR A PERSON PERFORMING SIMILAR FUNCTIONS WITH RESPECT TO THE ORGANIZATION OR TO A PERSON RELATED TO THE ORGANIZATION; THE SPOUSE OF A PERSON RELATED TO THE ORGANIZATION; AND A RELATIVE BY BLOOD OR MARRIAGE OF A PERSON RELATED TO THE ORGANIZATION WHO SHARES THE SAME HOME WITH SUCH PERSON.

(35) "PRECOMPUTED" MEANS A CONSUMER CREDIT SALE OR CONSUMER LOAN IN WHICH THE DEBT IS EXPRESSED AS A SUM COMPRISING THE AMOUNT FINANCED AND THE AMOUNT OF THE FINANCE CHARGE COMPUTED IN ADVANCE OR IN WHICH ANY PORTION OF THE FINANCE CHARGE IS PREPAID AND THE AMOUNT OF THAT PORTION OF THE FINANCE CHARGE EITHER COMPUTED IN ADVANCE OR PREPAID CONSTITUTES MORE THAN ONE-HALF OF THE TOTAL FINANCE CHARGE APPLICABLE TO THE CONSUMER CREDIT SALE OR CONSUMER LOAN.

(36) "PRESUMED" OR "PRESUMPTION" MEANS THAT THE TRIER OF FACT MUST FIND THE EXISTENCE OF THE FACT PRESUMED UNLESS AND UNTIL EVIDENCE IS INTRODUCED THAT WOULD SUPPORT A FINDING OF ITS NONEXISTENCE.

(37) "REGULARLY" HAS THE SAME MEANING AS STATED IN THE FEDERAL "TRUTH IN LENDING ACT" AND THE FEDERAL "CONSUMER LEASING ACT".

(38) "REVOLVING CREDIT" MEANS AN ARRANGEMENT PURSUANT TO WHICH:

(a) A CREDITOR MAY PERMIT A CONSUMER, FROM TIME TO TIME, TO PURCHASE OR LEASE ON CREDIT FROM THE CREDITOR OR TO OBTAIN LOANS FROM THE CREDITOR;

(b) THE AMOUNTS FINANCED AND THE FINANCE AND OTHER APPROPRIATE CHARGES ARE DEBITED TO AN ACCOUNT;

(c) THE FINANCE CHARGE, IF MADE, IS COMPUTED ON THE ACCOUNT PERIODICALLY;
AND

(d) EITHER THE CONSUMER HAS THE PRIVILEGE OF PAYING IN FULL OR IN INSTALLMENTS OR THE CREDITOR PERIODICALLY IMPOSES CHARGES COMPUTED ON THE ACCOUNT FOR DELAYING PAYMENT AND PERMITS THE CONSUMER TO CONTINUE TO PURCHASE OR LEASE ON CREDIT.

(39) "SALE OF GOODS" INCLUDES ANY AGREEMENT IN THE FORM OF A BAILMENT OR LEASE OF GOODS IF THE BAILEE OR LESSEE AGREES TO PAY AS COMPENSATION FOR USE A SUM SUBSTANTIALLY EQUIVALENT TO OR IN EXCESS OF THE AGGREGATE VALUE OF THE GOODS INVOLVED AND IT IS AGREED THAT THE BAILEE OR LESSEE WILL BECOME, OR FOR NO OTHER OR A NOMINAL CONSIDERATION HAS THE OPTION TO BECOME, THE OWNER OF THE GOODS UPON FULL COMPLIANCE WITH HIS OR HER OBLIGATIONS UNDER THE AGREEMENT.

(40) "SALE OF AN INTEREST IN LAND" INCLUDES A LEASE IN WHICH THE LESSEE HAS AN OPTION TO PURCHASE THE INTEREST AND ALL OR A SUBSTANTIAL PART OF THE RENTAL OR OTHER PAYMENTS PREVIOUSLY MADE BY HIM ARE APPLIED TO THE PURCHASE PRICE.

(41) "SALE OF SERVICES" MEANS FURNISHING OR AGREEING TO FURNISH SERVICES AND INCLUDES MAKING ARRANGEMENTS TO HAVE SERVICES FURNISHED BY ANOTHER.

(42) "SELLER", EXCEPT AS OTHERWISE PROVIDED, INCLUDES AN ASSIGNEE OF THE SELLER'S RIGHT TO PAYMENT, BUT USE OF THE TERM DOES NOT IN ITSELF IMPOSE ON AN ASSIGNEE ANY OBLIGATION OF THE SELLER WITH RESPECT TO EVENTS OCCURRING BEFORE THE ASSIGNMENT.

(43) "SELLER CREDIT CARD" MEANS AN ARRANGEMENT PURSUANT TO WHICH A PERSON GIVES TO A BUYER OR LESSEE THE PRIVILEGE OF USING A CREDIT CARD, LETTER OF CREDIT, OR OTHER CREDIT CONFIRMATION OR IDENTIFICATION PRIMARILY FOR THE PURPOSE OF PURCHASING OR LEASING GOODS OR SERVICES FROM THAT PERSON OR FROM THAT PERSON AND ANY OTHER PERSON.

(44) "SERVICES" INCLUDES:

(a) WORK, LABOR, AND OTHER PERSONAL SERVICES;

(b) PRIVILEGES WITH RESPECT TO TRANSPORTATION, HOTEL AND RESTAURANT ACCOMMODATIONS, EDUCATION, ENTERTAINMENT, RECREATION, PHYSICAL CULTURE, HOSPITAL ACCOMMODATIONS, FUNERALS, CEMETERY ACCOMMODATIONS, AND THE LIKE; AND

(c) INSURANCE PROVIDED BY A PERSON OTHER THAN THE INSURER.

(45) "SUPERVISED FINANCIAL ORGANIZATION" MEANS A PERSON, OTHER THAN AN INSURANCE COMPANY OR OTHER ORGANIZATION PRIMARILY ENGAGED IN AN INSURANCE BUSINESS:

(a) ORGANIZED, CHARTERED, OR HOLDING AN AUTHORIZATION CERTIFICATE UNDER THE LAWS OF ANY STATE OR OF THE UNITED STATES THAT AUTHORIZE THE PERSON TO MAKE LOANS AND TO RECEIVE DEPOSITS, INCLUDING A SAVINGS, SHARE, CERTIFICATE, OR DEPOSIT ACCOUNT; AND

(b) SUBJECT TO SUPERVISION BY AN OFFICIAL OR AGENCY OF ANY STATE OR OF THE UNITED STATES.

(46) "SUPERVISED LENDER" MEANS A PERSON AUTHORIZED TO MAKE OR TAKE ASSIGNMENTS OF SUPERVISED LOANS UNDER A LICENSE ISSUED BY THE ADMINISTRATOR OR AS A SUPERVISED FINANCIAL ORGANIZATION.

(47) "SUPERVISED LOAN" MEANS A CONSUMER LOAN, INCLUDING A LOAN MADE PURSUANT TO A REVOLVING CREDIT ACCOUNT, IN WHICH THE RATE OF THE FINANCE CHARGE EXCEEDS TWELVE PERCENT PER YEAR AS DETERMINED ACCORDING TO THE PROVISIONS ON FINANCE CHARGES CONTAINED IN SECTION 5-2-201.

(48) "WRITTEN" OR "IN WRITING" MEANS ANY RECORD CONVEYING INFORMATION AND THAT IS IN A FORM THE CONSUMER MAY RETAIN, OR IS CAPABLE OF BEING DISPLAYED IN VISUAL TEXT IN A FORM THE CONSUMER MAY RETAIN, INCLUDING PAPER, ELECTRONIC, DIGITAL, MAGNETIC, OPTICAL, AND ELECTROMAGNETIC.

5-1-302. Definitions - federal "Truth in Lending Act" and federal "Consumer Leasing Act". IN THIS CODE, FEDERAL "TRUTH IN LENDING ACT", 15 U.S.C. SEC. 1601 ET SEQ., AND FEDERAL "CONSUMER LEASING ACT", 15 U.S.C. SEC. 1667 ET SEQ., MEAN CHAPTERS OF THE CONSUMER CREDIT PROTECTION ACT (PUBLIC LAW 90-321; 82 STAT. 146), AS AMENDED FROM TIME TO TIME, AND INCLUDE REGULATIONS ISSUED PURSUANT TO THOSE ACTS.

5-1-303. Index of definitions in code. DEFINITIONS IN THIS CODE AND THE SECTIONS IN WHICH THEY APPEAR ARE:

"ACTUARIAL METHOD"	SECTION 5-1-301 (1)
"ADMINISTRATOR"	SECTIONS 5-1-301 (2) AND 5-6-103
"AGREEMENT"	SECTION 5-1-301 (3)
"AGRICULTURAL PURPOSE"	SECTION 5-1-301 (4)
"AMOUNT FINANCED"	SECTION 5-1-301 (5)
"BUSINESS DAY"	SECTION 5-1-301 (6)
"CASH PRICE"	SECTION 5-1-301 (7)
"CLOSING COSTS"	SECTION 5-1-301 (8)
"CONSPICUOUS"	SECTION 5-1-301 (9)
"CONSUMER"	SECTION 5-1-301 (10)
"CONSUMER CREDIT INSURANCE"	SECTION 5-4-103 (1)
"CONSUMER CREDIT SALE"	SECTION 5-1-301 (11)
"CONSUMER CREDIT TRANSACTION"	SECTION 5-1-301 (12)
"CONSUMER INSURANCE PREMIUM LOAN"	SECTION 5-1-301 (13)
"CONSUMER LEASE"	SECTION 5-1-301 (14)
"CONSUMER LOAN"	SECTION 5-1-301 (15)
"CREDIT"	SECTION 5-1-301 (16)
"CREDIT CARD BANK OR FINANCIAL INSTITUTION"	SECTION 5-2-213 (1)
"CREDITOR"	SECTION 5-1-301 (17)
"CREDIT INSURANCE ACT"	SECTION 5-4-103 (2)
"DWELLING"	SECTION 5-1-301 (18)
"EARNINGS"	SECTION 5-1-301 (19)

"FEDERAL "TRUTH IN LENDING ACT"" AND "FEDERAL "CONSUMER LEASING ACT""	SECTION 5-1-302
"FINANCE CHARGE"	SECTION 5-1-301 (20)
"GOODS"	SECTION 5-1-301 (21)
"HOME SOLICITATION SALE"	SECTION 5-3-401
"INVESTMENT PURPOSE"	SECTION 5-1-301 (22)
"LENDER"	SECTION 5-1-301 (23)
"LENDER CREDIT CARD OR SIMILAR ARRANGEMENT"	SECTION 5-1-301 (24)
"LOAN"	SECTION 5-1-301 (25)
"LOAN PRIMARILY SECURED BY AN INTEREST IN LAND"	SECTION 5-1-301 (26)
"MATERIAL DISCLOSURES"	SECTION 5-1-301 (27)
"MERCHANDISE CERTIFICATE"	SECTION 5-1-301 (28)
"MOBILE HOME"	SECTION 5-1-301 (29)
"OFFICIAL FEES"	SECTION 5-1-301 (30)
"ORGANIZATION"	SECTION 5-1-301 (31)
"PAYABLE IN INSTALLMENTS"	SECTION 5-1-301 (32)
"PERSON"	SECTION 5-1-301 (33)
"PERSON RELATED TO"	SECTION 5-1-301 (34)
"PRECOMPUTED"	SECTION 5-1-301 (35)
"PRESUMED" OR "PRESUMPTION"	SECTION 5-1-301 (36)
"RECEIVE"	SECTION 5-1-201 (10)
"REGULARLY"	SECTION 5-1-301 (37)
"RESIDENCE"	SECTION 5-1-201 (6)
"REVOLVING CREDIT"	SECTION 5-1-301 (38)
"SALE OF GOODS"	SECTION 5-1-301 (39)
"SALE OF AN INTEREST IN LAND"	SECTION 5-1-301 (40)
"SALE OF SERVICES"	SECTION 5-1-301 (41)
"SELLER"	SECTION 5-1-301 (42)
"SELLER CREDIT CARD"	SECTION 5-1-301(43)
"SERVICES"	SECTION 5-1-301 (44)
"SUPERVISED FINANCIAL ORGANIZATION"	SECTION 5-1-301 (45)
"SUPERVISED LENDER"	SECTION 5-1-301 (46)
"SUPERVISED LOAN"	SECTION 5-1-301 (47)
"WRITTEN" OR "IN WRITING"	SECTION 5-1-301 (48)

ARTICLE 2

Finance Charges and Related Provisions

PART 1

GENERAL PROVISIONS

5-2-101. Short title. THIS ARTICLE SHALL BE KNOWN AND MAY BE CITED AS "UNIFORM CONSUMER CREDIT CODE - FINANCE CHARGES AND RELATED PROVISIONS".

5-2-102. Scope. FOR PURPOSES OF THIS ARTICLE, "CONSUMER CREDIT TRANSACTION" APPLIES TO CONSUMER LOANS, INCLUDING SUPERVISED LOANS, CONSUMER CREDIT SALES, AND REFINANCING AND CONSOLIDATIONS OF THESE TRANSACTIONS BUT DOES NOT INCLUDE CONSUMER LEASES. THE PROVISIONS

CONCERNING CREDIT CARD SURCHARGES CONTAINED IN SECTION 5-2-212 APPLY TO ALL SALES AND LEASES.

PART 2
MAXIMUM FINANCE CHARGES
AND OTHER FEES AND CHARGES

5-2-201. Finance charge for consumer credit transactions. (1) WITH RESPECT TO A CONSUMER LOAN OTHER THAN A SUPERVISED LOAN, INCLUDING A REVOLVING LOAN, A LENDER MAY CONTRACT FOR AND RECEIVE A FINANCE CHARGE CALCULATED ACCORDING TO THE ACTUARIAL METHOD NOT EXCEEDING TWELVE PERCENT PER YEAR ON THE UNPAID BALANCE OF THE AMOUNT FINANCED.

(2) WITH RESPECT TO A SUPERVISED LOAN OR A CONSUMER CREDIT SALE, EXCEPT FOR A LOAN OR SALE PURSUANT TO A REVOLVING ACCOUNT, A SUPERVISED LENDER OR SELLER MAY CONTRACT FOR AND RECEIVE A FINANCE CHARGE, CALCULATED ACCORDING TO THE ACTUARIAL METHOD, NOT EXCEEDING THE EQUIVALENT OF THE GREATER OF EITHER OF THE FOLLOWING:

(a) THE TOTAL OF:

(I) THIRTY-SIX PERCENT PER YEAR ON THAT PART OF THE UNPAID BALANCES OF THE AMOUNT FINANCED THAT IS ONE THOUSAND DOLLARS OR LESS;

(II) TWENTY-ONE PERCENT PER YEAR ON THAT PART OF THE UNPAID BALANCES OF THE AMOUNT FINANCED THAT IS MORE THAN ONE THOUSAND DOLLARS BUT DOES NOT EXCEED THREE THOUSAND DOLLARS; AND

(III) FIFTEEN PERCENT PER YEAR ON THAT PART OF THE UNPAID BALANCES OF THE AMOUNT FINANCED THAT IS MORE THAN THREE THOUSAND DOLLARS; OR

(b) TWENTY-ONE PERCENT PER YEAR ON THE UNPAID BALANCES OF THE AMOUNT FINANCED.

(3) (a) EXCEPT AS PROVIDED IN PARAGRAPH (b) OF THIS SUBSECTION (3), THE FINANCE CHARGE FOR A SUPERVISED LOAN OR CONSUMER CREDIT SALE PURSUANT TO A REVOLVING CREDIT ACCOUNT, CALCULATED ACCORDING TO THE ACTUARIAL METHOD, MAY NOT EXCEED TWENTY-ONE PERCENT PER YEAR ON THE UNPAID BALANCE OF THE AMOUNT FINANCED.

(b) NOTWITHSTANDING PARAGRAPH (a) OF THIS SUBSECTION (3), IF THERE IS AN UNPAID BALANCE ON THE DATE AS OF WHICH THE FINANCE CHARGE IS APPLIED, THE CREDITOR MAY CONTRACT FOR AND RECEIVE A MINIMUM FINANCE CHARGE NOT EXCEEDING FIFTY CENTS.

(4) (a) EXCEPT AS PROVIDED IN PARAGRAPH (b) OF THIS SUBSECTION (4), THIS SECTION DOES NOT LIMIT OR RESTRICT THE MANNER OF CONTRACTING FOR THE FINANCE CHARGE, WHETHER BY WAY OF ADD-ON, DISCOUNT, SINGLE ANNUAL PERCENTAGE RATE, OR OTHERWISE, SO LONG AS THE RATE OF THE FINANCE CHARGE DOES NOT EXCEED THAT PERMITTED BY THIS SECTION.

(b) A SUPERVISED SELLER OR LENDER MAY CONTRACT FOR THE PAYMENT BY A CONSUMER OF A PREPAID FINANCE CHARGE. IN ADDITION TO ANY OTHER DISCLOSURE REQUIRED BY THIS CODE, A SUPERVISED SELLER OR LENDER SHALL DISCLOSE TO THE CONSUMER THE AMOUNT OF ANY SUCH PREPAID FINANCE CHARGE.

(c) IF THE CONSUMER CREDIT TRANSACTION IS PRECOMPUTED:

(I) THE FINANCE CHARGE MAY BE CALCULATED ON THE ASSUMPTION THAT ALL SCHEDULED PAYMENTS WILL BE MADE WHEN DUE;

(II) THE EFFECT OF PREPAYMENT IS GOVERNED BY THE PROVISIONS ON REBATE UPON PREPAYMENT CONTAINED IN SECTION 5-2-211.

(5) EXCEPT AS PROVIDED IN SUBSECTION (8) OF THIS SECTION, THE TERM OF A CONSUMER CREDIT TRANSACTION, FOR THE PURPOSES OF THIS SECTION, COMMENCES ON THE DATE THE CONSUMER CREDIT TRANSACTION IS MADE. DIFFERENCES IN THE LENGTHS OF MONTHS ARE DISREGARDED AND A DAY MAY BE COUNTED AS ONE-THIRTIETH OF A MONTH. SUBJECT TO CLASSIFICATIONS AND DIFFERENTIATIONS THE CREDITOR MAY REASONABLY ESTABLISH, A PART OF A MONTH IN EXCESS OF FIFTEEN DAYS MAY BE TREATED AS A FULL MONTH IF PERIODS OF FIFTEEN DAYS OR LESS ARE DISREGARDED AND THAT PROCEDURE IS NOT CONSISTENTLY USED TO OBTAIN A GREATER YIELD THAN WOULD OTHERWISE BE PERMITTED.

(6) SUBJECT TO CLASSIFICATIONS AND DIFFERENTIATIONS THE CREDITOR MAY REASONABLY ESTABLISH, THE CREDITOR MAY MAKE THE SAME FINANCE CHARGE ON ALL AMOUNTS FINANCED WITHIN A SPECIFIED RANGE. A FINANCE CHARGE SO MADE DOES NOT VIOLATE THIS SECTION IF:

(a) WHEN APPLIED TO THE MEDIAN AMOUNT WITHIN EACH RANGE, IT DOES NOT EXCEED THE MAXIMUM PERMITTED IN THIS SECTION; AND

(b) WHEN APPLIED TO THE LOWEST AMOUNT WITHIN EACH RANGE, IT DOES NOT PRODUCE A RATE OF FINANCE CHARGE EXCEEDING THE RATE CALCULATED ACCORDING TO PARAGRAPH (a) OF THIS SUBSECTION (6) BY MORE THAN EIGHT PERCENT OF SUCH RATE.

(7) NOTWITHSTANDING THE PROVISIONS OF SUBSECTIONS (1), (2), AND (3) OF THIS SECTION, THE CREDITOR, IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION OTHER THAN ONE PURSUANT TO A REVOLVING CREDIT ACCOUNT, MAY CONTRACT FOR AND RECEIVE A MINIMUM LOAN FINANCE CHARGE OF NOT MORE THAN TWENTY-FIVE DOLLARS.

(8) WITH RESPECT TO A CONSUMER INSURANCE PREMIUM LOAN, THE TERM OF THE LOAN COMMENCES ON THE EARLIEST INCEPTION DATE OF A POLICY OR CONTRACT OF INSURANCE ON WHICH PAYMENT OF THE PREMIUM IS FINANCED BY THE LOAN.

5-2-202. Additional charges. (1) IN ADDITION TO THE FINANCE CHARGE PERMITTED BY THIS ARTICLE, A CREDITOR MAY CONTRACT FOR AND RECEIVE THE FOLLOWING ADDITIONAL CHARGES IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION:

- (a) OFFICIAL FEES AND TAXES;
- (b) CHARGES FOR INSURANCE AS DESCRIBED IN SUBSECTION (2) OF THIS SECTION;
- (c) ANNUAL CHARGES, PAYABLE IN ADVANCE, FOR THE PRIVILEGE OF USING A CREDIT CARD OR SIMILAR ARRANGEMENT;

(d) CHARGES FOR OTHER BENEFITS CONFERRED ON THE CONSUMER, INCLUDING INSURANCE, IF THE BENEFITS ARE OF VALUE TO THE CONSUMER AND IF THE CHARGES ARE REASONABLE IN RELATION TO THE BENEFITS, ARE OF A TYPE THAT IS NOT FOR CREDIT, AND ARE AUTHORIZED AS PERMISSIBLE ADDITIONAL CHARGES BY RULE ADOPTED BY THE ADMINISTRATOR;

(e) THE FOLLOWING CHARGES IF AGREED TO BY THE PARTIES:

(I) A CHARGE, NOT TO EXCEED THE GREATER OF TWO DOLLARS OR TWO AND ONE-HALF PERCENT OF THE AMOUNT ADVANCED, FOR EACH CASH ADVANCE TRANSACTION MADE PURSUANT TO A CREDIT CARD; AND

(II) A FEE, NOT TO EXCEED TWENTY-FIVE DOLLARS, ASSESSED UPON RETURN OR DISHONOR OF A CHECK OR OTHER INSTRUMENT TENDERED AS PAYMENT.

(2) NO FINANCE CHARGE MAY BE ASSESSED ON ANY CHARGE LISTED IN PARAGRAPH (e) OF SUBSECTION (1) OF THIS SECTION.

(3) AN ADDITIONAL CHARGE MAY BE MADE FOR INSURANCE WRITTEN IN CONNECTION WITH THE TRANSACTION, OTHER THAN INSURANCE PROTECTING THE CREDITOR AGAINST THE CONSUMER'S DEFAULT OR OTHER CREDIT LOSS, IF:

(a) WITH RESPECT TO INSURANCE AGAINST LOSS OF OR DAMAGE TO PROPERTY OR AGAINST LIABILITY, THE CREDITOR FURNISHES A CLEAR AND SPECIFIC STATEMENT IN WRITING TO THE CONSUMER SETTING FORTH THE COST OF THE INSURANCE IF OBTAINED FROM OR THROUGH THE CREDITOR AND STATING THAT THE CONSUMER MAY CHOOSE THE PERSON THROUGH WHOM THE INSURANCE IS TO BE OBTAINED; AND

(b) WITH RESPECT TO CONSUMER CREDIT INSURANCE PROVIDING LIFE, ACCIDENT, OR HEALTH COVERAGE, THE INSURANCE COVERAGE IS NOT A FACTOR IN THE APPROVAL BY THE CREDITOR OF THE EXTENSION OF CREDIT AND THIS FACT IS CLEARLY DISCLOSED IN WRITING TO THE CONSUMER AND IF, IN ORDER TO OBTAIN THE INSURANCE IN CONNECTION WITH THE EXTENSION OF CREDIT, THE CONSUMER GIVES SPECIFIC AFFIRMATIVE WRITTEN INDICATION OF THE CONSUMER'S DESIRE TO DO SO AFTER WRITTEN DISCLOSURE TO THE CONSUMER OF THE COST THEREOF.

(4) WITH RESPECT TO A DEBT SECURED BY AN INTEREST IN LAND, BONA FIDE AND REASONABLE CLOSING COSTS DESCRIBED IN SECTION 5-1-301 (8) ARE ADDITIONAL CHARGES.

5-2-203. Delinquency charges. (1) WITH RESPECT TO A CONSUMER CREDIT TRANSACTION, THE PARTIES MAY CONTRACT FOR A DELINQUENCY CHARGE ON ANY INSTALLMENT OR MINIMUM PAYMENT NOT PAID IN FULL WITHIN TEN DAYS AFTER ITS SCHEDULED DUE DATE IN AN AMOUNT NOT EXCEEDING:

(a) FIFTEEN DOLLARS FOR A TRANSACTION NOT SECURED BY AN INTEREST IN LAND; EXCEPT THAT, IF THE TRANSACTION IS PRECOMPUTED, THE AMOUNT MAY NOT EXCEED THE GREATER OF FIFTEEN DOLLARS OR THE DEFERRAL CHARGE DESCRIBED IN SECTION 5-2-204 (1) THAT WOULD BE PERMITTED TO DEFER THE UNPAID AMOUNT OF THE INSTALLMENT FOR THE PERIOD THAT IT IS DELINQUENT; OR

(b) FIVE PERCENT OF THE UNPAID AMOUNT OF THE INSTALLMENT OR MINIMUM PAYMENT DUE FOR A TRANSACTION SECURED BY AN INTEREST IN LAND.

(2) A DELINQUENCY CHARGE UNDER THIS SECTION MAY BE COLLECTED ONLY ONCE ON AN INSTALLMENT OR MINIMUM PAYMENT HOWEVER LONG IT REMAINS IN DEFAULT. NO DELINQUENCY CHARGE MAY BE COLLECTED IF THE INSTALLMENT OR MINIMUM PAYMENT HAS BEEN DEFERRED AND A DEFERRAL CHARGE DESCRIBED IN SECTION 5-2-204 HAS BEEN PAID OR INCURRED UNTIL TEN DAYS AFTER THE DEFERRED DUE DATE. A DELINQUENCY CHARGE MAY BE COLLECTED AT THE TIME IT ACCRUES OR AT ANY TIME THEREAFTER.

(3) NO DELINQUENCY CHARGE MAY BE COLLECTED ON AN INSTALLMENT OR MINIMUM PAYMENT THAT IS PAID IN FULL WITHIN TEN DAYS AFTER ITS SCHEDULED INSTALLMENT DUE DATE EVEN THOUGH AN EARLIER MATURING INSTALLMENT, MINIMUM PAYMENT, OR A DELINQUENCY CHARGE ON AN EARLIER INSTALLMENT OR MINIMUM PAYMENT MAY NOT HAVE BEEN PAID IN FULL. FOR PURPOSES OF THIS SUBSECTION (3), PAYMENTS ARE APPLIED FIRST TO CURRENT INSTALLMENTS OR MINIMUM PAYMENTS DUE AND THEN TO DELINQUENT INSTALLMENTS OR MINIMUM PAYMENTS DUE.

(4) A CREDITOR WHO HAS IMPOSED A DELINQUENCY CHARGE SHALL NOTIFY THE CONSUMER IN WRITING OF THE AMOUNT OF THE DELINQUENCY CHARGE ASSESSED BEFORE THE DUE DATE OF THE NEXT SCHEDULED PAYMENT OR, FOR A REVOLVING CREDIT ACCOUNT FOR WHICH A CREDIT CARD IS ISSUED AND THAT IS NOT SECURED BY AN INTEREST IN LAND, BEFORE, ON, OR WITH THE NEXT PERIODIC STATEMENT AFTER THE DELINQUENCY CHARGE HAS BEEN ASSESSED. A CREDITOR SHALL NOT ASSESS A DELINQUENCY CHARGE UNLESS THE DELINQUENCY CHARGE IS ASSESSED WITHIN THIRTY DAYS AFTER THE SCHEDULED DUE DATE OF ANY INSTALLMENT NOT PAID IN FULL OR, FOR A REVOLVING CREDIT ACCOUNT FOR WHICH A CREDIT CARD IS ISSUED AND THAT IS NOT SECURED BY AN INTEREST IN LAND, WITHIN NINETY DAYS AFTER THE SCHEDULED DUE DATE OF THE DELINQUENT MINIMUM PAYMENT.

(5) NO FINANCE CHARGE MAY BE ASSESSED ON ANY DELINQUENCY CHARGE. FOR PURPOSES OF THIS SECTION, FOR REVOLVING CREDIT, AN INSTALLMENT IS THE MINIMUM PAYMENT THAT THE DEBTOR IS REQUIRED TO MAKE DURING ANY BILLING CYCLE EXCLUDING ANY PAST-DUE AMOUNT FROM ANY PREVIOUS BILLING CYCLE.

(6) IF TWO INSTALLMENTS OR PARTS THEREOF OF A PRECOMPUTED TRANSACTION ARE IN DEFAULT FOR TEN DAYS OR MORE, THE CREDITOR MAY ELECT TO CONVERT THE TRANSACTION FROM A PRECOMPUTED TRANSACTION TO ONE IN WHICH THE FINANCE CHARGE IS BASED ON UNPAID BALANCES, AND THE TERMS OF THE CONVERTED TRANSACTION SHALL BE NO LESS FAVORABLE TO THE CONSUMER THAN THE TERMS OF THE ORIGINAL TRANSACTION. IN THIS EVENT THE CREDITOR SHALL MAKE A REBATE PURSUANT TO THE PROVISIONS ON REBATE UPON PREPAYMENT CONTAINED IN SECTION 5-2-211 AS OF THE MATURITY DATE OF THE FIRST DELINQUENT INSTALLMENT AND

THEREAFTER MAY MAKE A FINANCE CHARGE AS AUTHORIZED BY THE PROVISIONS ON FINANCE CHARGES. THE AMOUNT OF THE REBATE SHALL NOT BE REDUCED BY THE AMOUNT OF ANY PERMITTED MINIMUM CHARGE DESCRIBED IN SECTION 5-2-201. IF THE CREDITOR PROCEEDS UNDER THIS SUBSECTION (6), ANY DELINQUENCY OR DEFERRAL CHARGES MADE WITH RESPECT TO INSTALLMENTS DUE AT OR AFTER THE MATURITY DATE OF THE FIRST DELINQUENT INSTALLMENT SHALL BE REBATED AND NO FURTHER DELINQUENCY OR DEFERRAL CHARGES SHALL BE MADE.

5-2-204. Deferral charges. (1) WITH RESPECT TO A PRECOMPUTED CONSUMER CREDIT TRANSACTION, THE PARTIES BEFORE OR AFTER DEFAULT MAY AGREE IN WRITING TO A DEFERRAL OF ALL OR PART OF ONE OR MORE UNPAID INSTALLMENTS, AND THE CREDITOR MAY MAKE AND COLLECT A CHARGE NOT EXCEEDING THE RATE PREVIOUSLY STATED TO THE CONSUMER PURSUANT TO THE PROVISIONS ON DISCLOSURE CONTAINED IN SECTION 5-3-101 APPLIED TO THE AMOUNT OR AMOUNTS DEFERRED FOR THE PERIOD OF DEFERRAL CALCULATED WITHOUT REGARD TO DIFFERENCES IN THE LENGTHS OF MONTHS, BUT PROPORTIONALLY FOR A PART OF A MONTH, COUNTING EACH DAY AS ONE-THIRTIETH OF A MONTH. A DEFERRAL CHARGE MAY BE COLLECTED AT THE TIME IT IS ASSESSED OR AT ANY TIME THEREAFTER.

(2) THE CREDITOR, IN ADDITION TO THE DEFERRAL CHARGE, MAY MAKE APPROPRIATE ADDITIONAL CHARGES DESCRIBED IN SECTION 5-2-202, AND THE AMOUNT OF THESE CHARGES THAT IS NOT PAID IN CASH MAY BE ADDED TO THE AMOUNT DEFERRED FOR THE PURPOSE OF CALCULATING THE DEFERRAL CHARGE.

(3) THE PARTIES MAY AGREE IN WRITING AT THE TIME OF A PRECOMPUTED CONSUMER CREDIT TRANSACTION THAT, IF AN INSTALLMENT IS NOT PAID WITHIN TEN DAYS AFTER ITS DUE DATE, THE CREDITOR MAY UNILATERALLY GRANT A DEFERRAL AND MAKE CHARGES AS PROVIDED IN THIS SECTION. NO DEFERRAL CHARGE MAY BE MADE FOR A PERIOD AFTER THE DATE THAT THE CREDITOR ELECTS TO ACCELERATE THE MATURITY OF THE AGREEMENT.

(4) A DELINQUENCY CHARGE MADE BY THE CREDITOR ON AN INSTALLMENT MAY NOT BE RETAINED IF A DEFERRAL CHARGE IS MADE PURSUANT TO THIS SECTION WITH RESPECT TO THE PERIOD OF DELINQUENCY.

(5) A DEFERRAL CHARGE MADE ACCORDING TO THIS SECTION IS EARNED PRO RATA DURING THE PERIOD IN WHICH NO INSTALLMENT IS SCHEDULED TO BE PAID BY REASON OF THE DEFERRAL AND IS FULLY EARNED ON THE LAST DAY OF THAT PERIOD.

5-2-205. Finance charge on refinancing. (1) WITH RESPECT TO A CONSUMER CREDIT TRANSACTION, THE CREDITOR MAY BY AGREEMENT WITH THE CONSUMER REFINANCE THE UNPAID BALANCE AND MAY CONTRACT FOR AND RECEIVE A FINANCE CHARGE BASED ON THE AMOUNT FINANCED RESULTING FROM THE REFINANCING AT A RATE NOT EXCEEDING THAT PERMITTED BY THE PROVISIONS ON FINANCE CHARGES. FOR THE PURPOSE OF DETERMINING THE FINANCE CHARGE PERMITTED, THE AMOUNT FINANCED RESULTING FROM THE REFINANCING COMPRISES THE FOLLOWING:

(a) IF THE TRANSACTION WAS NOT PRECOMPUTED, THE TOTAL OF THE UNPAID BALANCE AND THE ACCRUED CHARGES ON THE DATE OF THE REFINANCING, OR, IF THE TRANSACTION WAS PRECOMPUTED, THE AMOUNT THAT THE CONSUMER WOULD HAVE BEEN REQUIRED TO PAY UPON PREPAYMENT PURSUANT TO THE PROVISIONS ON REBATE

UPON PREPAYMENT CONTAINED IN SECTION 5-2-211 ON THE DATE OF REFINANCING; EXCEPT THAT, FOR THE PURPOSE OF COMPUTING THIS AMOUNT, NO MINIMUM CHARGE DESCRIBED IN SECTION 5-2-201 SHALL BE ALLOWED; AND

(b) APPROPRIATE ADDITIONAL CHARGES DESCRIBED IN SECTION 5-2-202, PAYMENT OF WHICH IS DEFERRED.

5-2-206. Finance charge on consolidation. IF A CONSUMER OWES AN UNPAID BALANCE TO A CREDITOR WITH RESPECT TO A CONSUMER CREDIT TRANSACTION AND BECOMES OBLIGATED ON ANOTHER CONSUMER CREDIT TRANSACTION WITH THE SAME CREDITOR, THE PARTIES MAY AGREE TO A CONSOLIDATION RESULTING IN A SINGLE SCHEDULE OF PAYMENTS. IF THE PREVIOUS CONSUMER CREDIT TRANSACTION WAS NOT PRECOMPUTED, THE PARTIES MAY AGREE TO ADD THE UNPAID AMOUNT OF THE AMOUNT FINANCED AND ACCRUED CHARGES ON THE DATE OF CONSOLIDATION TO THE AMOUNT FINANCED WITH RESPECT TO THE SUBSEQUENT CONSUMER CREDIT TRANSACTION. IF THE PREVIOUS CONSUMER CREDIT TRANSACTION WAS PRECOMPUTED, THE PARTIES MAY AGREE TO REFINANCE THE UNPAID BALANCE PURSUANT TO THE PROVISIONS ON REFINANCING CONTAINED IN SECTION 5-2-205 AND TO CONSOLIDATE THE AMOUNT FINANCED RESULTING FROM THE REFINANCING BY ADDING IT TO THE AMOUNT FINANCED WITH RESPECT TO THE SUBSEQUENT CONSUMER CREDIT TRANSACTION. IN EITHER CASE, THE CREDITOR MAY CONTRACT FOR AND RECEIVE A FINANCE CHARGE BASED ON THE AGGREGATE AMOUNT FINANCED RESULTING FROM THE CONSOLIDATION AT A RATE NOT IN EXCESS OF THAT PERMITTED BY THE PROVISIONS ON FINANCE CHARGES.

5-2-207. Prepaid finance charge. (1) SUBJECT TO THE PROVISIONS OF SUBSECTION (2) OF THIS SECTION, A CREDITOR MAY CONTRACT FOR THE PAYMENT BY THE CONSUMER OF A PREPAID FINANCE CHARGE; EXCEPT THAT THE TOTAL FINANCE CHARGE CONTRACTED FOR AND RECEIVED BY THE CREDITOR SHALL NOT EXCEED THAT PERMITTED FOR CONSUMER CREDIT TRANSACTIONS.

(2) WITH RESPECT TO A REFINANCING PURSUANT TO SECTION 5-2-205 OR CONSOLIDATION PURSUANT TO SECTION 5-2-206 OF A PREVIOUS CONSUMER CREDIT TRANSACTION FOR WHICH A PREPAID FINANCE CHARGE WAS IMPOSED, IF SAID REFINANCING OR CONSOLIDATION IS CONSUMMATED WITHIN ONE YEAR AFTER THE PREVIOUS TRANSACTION, A NEW PREPAID FINANCE CHARGE MAY BE IMPOSED:

(a) ONLY ON THAT PORTION OF THE AGGREGATE AMOUNT FINANCED RESULTING FROM THE REFINANCING OR CONSOLIDATION THAT EXCEEDS THE UNPAID BALANCE OF THE PREVIOUS TRANSACTION DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5-2-205 OR SECTION 5-2-206, WHICHEVER IS APPROPRIATE; OR

(b) ON THE AGGREGATE AMOUNT FINANCED RESULTING FROM THE REFINANCING OR CONSOLIDATION; EXCEPT THAT ANY UNEARNED PORTION OF THE PREPAID FINANCE CHARGE IMPOSED IN CONNECTION WITH THE PREVIOUS TRANSACTION SHALL BE REBATED TO THE CONSUMER IN ACCORDANCE WITH THE ACTUARIAL METHOD AS DEFINED IN SECTION 5-1-301 AND APPLICABLE RULES ADOPTED BY THE ADMINISTRATOR.

5-2-208. Conversion to revolving account. THE PARTIES MAY AGREE TO ADD TO A REVOLVING ACCOUNT THE UNPAID BALANCE OF A CONSUMER CREDIT TRANSACTION

NOT MADE PURSUANT TO A REVOLVING ACCOUNT. THE UNPAID BALANCE IS AN AMOUNT EQUAL TO THE AMOUNT FINANCED DETERMINED ACCORDING TO THE PROVISIONS ON REFINANCING CONTAINED IN SECTION 5-2-205.

5-2-209. Advances to perform covenants of consumer. (1) IF THE AGREEMENT WITH RESPECT TO A CONSUMER CREDIT TRANSACTION CONTAINS COVENANTS BY THE CONSUMER TO PERFORM CERTAIN DUTIES PERTAINING TO INSURING OR PRESERVING COLLATERAL, AND THE CREDITOR PURSUANT TO THE AGREEMENT PAYS FOR PERFORMANCE OF THE DUTIES ON BEHALF OF THE CONSUMER, THE CREDITOR MAY ADD THE AMOUNTS PAID TO THE DEBT IF:

(a) THE EXPENDITURE IS REASONABLE TO PROTECT THE RISK OF LOSS OR DAMAGE TO THE PROPERTY;

(b) THE CREDITOR HAS MAILED TO THE CONSUMER, AT THE CONSUMER'S LAST KNOWN ADDRESS, WRITTEN NOTICE OF THE CONSUMER'S NONPERFORMANCE AND HAS GIVEN THE CONSUMER REASONABLE OPPORTUNITY AFTER SUCH NOTICE TO SO PERFORM; AND

(c) IN THE ABSENCE OF PERFORMANCE, THE CREDITOR HAS MADE ALL EXPENDITURES ON BEHALF OF THE CONSUMER IN GOOD FAITH AND IN A COMMERCIALY REASONABLE MANNER.

(2) WITHIN A REASONABLE TIME AFTER ADVANCING ANY SUMS, THE CREDITOR SHALL STATE TO THE CONSUMER IN WRITING THE AMOUNT OF THE SUMS ADVANCED, ANY CHARGES WITH RESPECT TO THIS AMOUNT, AND ANY REVISED PAYMENT SCHEDULE, AND, IF THE DUTIES OF THE CONSUMER PERFORMED BY THE CREDITOR PERTAIN TO INSURANCE, A BRIEF DESCRIPTION OF THE INSURANCE PAID FOR BY THE CREDITOR INCLUDING THE TYPE AND AMOUNT OF COVERAGE. NO FURTHER INFORMATION NEED BE GIVEN.

(3) A FINANCE CHARGE MAY BE MADE FOR SUMS ADVANCED PURSUANT TO THIS SECTION AT A RATE NOT EXCEEDING THE RATE STATED TO THE CONSUMER PURSUANT TO THE PROVISIONS ON DISCLOSURE CONTAINED IN SECTION 5-3-101 WITH RESPECT TO THE CONSUMER CREDIT TRANSACTION; EXCEPT THAT, WITH RESPECT TO A REVOLVING ACCOUNT, THE AMOUNT OF THE ADVANCE MAY BE ADDED TO THE UNPAID BALANCE OF THE DEBT AND THE CREDITOR MAY MAKE A FINANCE CHARGE NOT EXCEEDING THAT PERMITTED BY THE PROVISIONS ON FINANCE CHARGES.

5-2-210. Right to prepay. SUBJECT TO THE PROVISIONS ON REBATE UPON PREPAYMENT CONTAINED IN SECTION 5-2-211, THE CONSUMER MAY PREPAY IN FULL, OR IN PART IF PAYMENT IS NO LESS THAN FIVE DOLLARS, THE UNPAID BALANCE OF A CONSUMER CREDIT TRANSACTION AT ANY TIME WITHOUT PENALTY. A PAYMENT IN THE AMOUNT OF A SCHEDULED INSTALLMENT, OTHER THAN THE LAST SCHEDULED INSTALLMENT, NOT IDENTIFIED BY THE CONSUMER AS A PARTIAL PREPAYMENT SHALL NOT BE DEEMED TO BE A PARTIAL PREPAYMENT REGARDLESS OF WHEN THE PAYMENT IS MADE IF THE AMOUNT EQUALS THE NEXT SCHEDULED INSTALLMENT. IF SUCH A PAYMENT IS APPLIED BY THE CREDITOR TO THE SCHEDULED INSTALLMENT, THE PAYMENT SHALL BE DEEMED TO HAVE BEEN MADE ON THE DUE DATE FOR THE SCHEDULED INSTALLMENT TO WHICH IT WAS APPLIED.

5-2-211. Rebate upon prepayment. (1) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, UPON PREPAYMENT IN FULL OF THE UNPAID BALANCE OF A PRECOMPUTED CONSUMER CREDIT TRANSACTION, AN AMOUNT NOT LESS THAN THE UNEARNED PORTION OF THE FINANCE CHARGE CALCULATED ACCORDING TO THIS SECTION SHALL BE REBATED TO THE CONSUMER. IF THE REBATE OTHERWISE REQUIRED IS LESS THAN ONE DOLLAR, NO REBATE NEED BE MADE.

(2) UPON PREPAYMENT IN FULL OF A CONSUMER CREDIT TRANSACTION, OTHER THAN ONE PURSUANT TO A REVOLVING ACCOUNT, A REFINANCING, OR A CONSOLIDATION, WHETHER OR NOT PRECOMPUTED, THE CREDITOR MAY COLLECT OR RETAIN A MINIMUM CHARGE WITHIN THE LIMITS STATED IN THIS SUBSECTION (2) IF THE FINANCE CHARGE EARNED AT THE TIME OF PREPAYMENT IS LESS THAN ANY MINIMUM CHARGE CONTRACTED FOR. THE MINIMUM CHARGE MAY NOT EXCEED THE LESSER OF THE AMOUNT OF FINANCE CHARGE CONTRACTED FOR OR TWENTY-FIVE DOLLARS.

(3)(a) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE UNEARNED PORTION OF THE FINANCE CHARGE IS A FRACTION OF THE FINANCE CHARGE OF WHICH THE NUMERATOR IS THE SUM OF THE PERIODIC BALANCES SCHEDULED TO FOLLOW THE COMPUTATIONAL PERIOD IN WHICH PREPAYMENT OCCURS, AND THE DENOMINATOR IS THE SUM OF ALL PERIODIC BALANCES UNDER EITHER THE CONSUMER CREDIT AGREEMENT OR, IF THE BALANCE OWING RESULTED FROM A REFINANCING DESCRIBED IN SECTION 5-2-205 OR A CONSOLIDATION DESCRIBED IN SECTION 5-2-206, UNDER THE REFINANCING AGREEMENT OR CONSOLIDATION AGREEMENT.

(b) WITH RESPECT TO A PRECOMPUTED TRANSACTION ENTERED INTO ON OR AFTER OCTOBER 28, 1975, AND PAYABLE ACCORDING TO ITS ORIGINAL TERMS IN MORE THAN SIXTY-ONE INSTALLMENTS OR ON ANY PRECOMPUTED TRANSACTION ENTERED INTO ON OR AFTER JANUARY 1, 1982, THE UNEARNED PORTION OF THE LOAN FINANCE CHARGE IS, AT THE OPTION OF THE LENDER, EITHER:

(I) THAT PORTION THAT IS APPLICABLE TO ALL FULLY UNEXPIRED COMPUTATIONAL PERIODS AS ORIGINALLY SCHEDULED, OR IF DEFERRED, AS DEFERRED, THAT FOLLOW THE DATE OF PREPAYMENT. FOR THIS PURPOSE, THE APPLICABLE CHARGE IS THE TOTAL OF THAT WHICH WOULD HAVE BEEN MADE FOR EACH SUCH PERIOD, HAD THE CONSUMER CREDIT TRANSACTION NOT BEEN PRECOMPUTED, BY APPLYING TO UNPAID BALANCES OF THE AMOUNT FINANCED, ACCORDING TO THE ACTUARIAL METHOD, THE ANNUAL PERCENTAGE RATE OF CHARGE PREVIOUSLY STATED TO THE CONSUMER PURSUANT TO THE PROVISIONS ON DISCLOSURE CONTAINED IN SECTION 5-3-101 BASED UPON THE ASSUMPTION THAT ALL PAYMENTS WERE MADE AS ORIGINALLY SCHEDULED, OR IF DEFERRED, AS DEFERRED. THE CREDITOR, AT THE CREDITOR'S OPTION, MAY ROUND THE ANNUAL PERCENTAGE RATE TO THE NEAREST ONE-HALF OF ONE PERCENT SO LONG AS SUCH PROCEDURE IS NOT CONSISTENTLY USED TO OBTAIN A GREATER YIELD THAN WOULD OTHERWISE BE PERMITTED; OR

(II) THE TOTAL FINANCE CHARGE MINUS THE EARNED FINANCE CHARGE. THE EARNED FINANCE CHARGE SHALL BE DETERMINED BY APPLYING THE ANNUAL PERCENTAGE RATE PREVIOUSLY STATED TO THE CONSUMER PURSUANT TO THE PROVISIONS ON DISCLOSURE CONTAINED IN SECTION 5-3-101 ACCORDING TO THE ACTUARIAL METHOD TO THE ACTUAL UNPAID BALANCES FOR THE ACTUAL TIME THE BALANCES WERE UNPAID UP TO THE DATE OF PREPAYMENT. IF A DELINQUENCY OR DEFERRAL CHARGE WAS COLLECTED, IT SHALL BE TREATED AS A PAYMENT.

(c) IN THE CASE OF A CONSUMER CREDIT TRANSACTION PRIMARILY SECURED BY AN INTEREST IN LAND, REASONABLE SUMS ACTUALLY PAID OR PAYABLE TO PERSONS NOT RELATED TO THE CREDITOR FOR CUSTOMARY CLOSING COSTS INCLUDED IN THE FINANCE CHARGE SHALL BE DEDUCTED FROM THE FINANCE CHARGE BEFORE THE CALCULATION PRESCRIBED BY THIS SUBSECTION (3) IS MADE.

(4) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "COMPUTATIONAL PERIOD" MEANS ONE MONTH IF ONE-HALF OR MORE OF THE INTERVALS BETWEEN SCHEDULED PAYMENTS UNDER THE AGREEMENT IS ONE MONTH OR MORE AND OTHERWISE MEANS ONE WEEK.

(b) THE "INTERVAL" TO THE DUE DATE OF THE FIRST SCHEDULED INSTALLMENT OR THE FINAL SCHEDULED PAYMENT DATE IS MEASURED FROM THE DATE OF A CONSUMER CREDIT TRANSACTION AND INCLUDES EITHER THE FIRST OR LAST DAY OF THE INTERVAL. IF THE INTERVAL TO THE DUE DATE OF THE FIRST SCHEDULED INSTALLMENT DOES NOT EXCEED ONE MONTH BY MORE THAN FIFTEEN DAYS WHEN THE COMPUTATIONAL PERIOD IS ONE MONTH OR ELEVEN DAYS WHEN THE COMPUTATIONAL PERIOD IS ONE WEEK, THE INTERVAL SHALL BE CONSIDERED AS ONE COMPUTATIONAL PERIOD.

(c) "PERIODIC BALANCE" MEANS THE AMOUNT SCHEDULED TO BE OUTSTANDING ON THE LAST DAY OF A COMPUTATIONAL PERIOD BEFORE DEDUCTING THE PAYMENT, IF ANY, SCHEDULED TO BE MADE ON THAT DAY.

(5) (a) THIS SUBSECTION (5) APPLIES ONLY IF THE SCHEDULE OF PAYMENTS IS NOT REGULAR.

(b) IF THE COMPUTATIONAL PERIOD IS ONE MONTH AND:

(I) IF THE NUMBER OF DAYS IN THE INTERVAL TO THE DUE DATE OF THE FIRST SCHEDULED INSTALLMENT IS LESS THAN ONE MONTH BY MORE THAN FIVE DAYS OR MORE THAN ONE MONTH BY MORE THAN FIVE BUT NOT MORE THAN FIFTEEN DAYS, THE UNEARNED FINANCE CHARGE SHALL BE INCREASED BY AN ADJUSTMENT FOR EACH DAY BY WHICH THE INTERVAL IS LESS THAN ONE MONTH AND, AT THE OPTION OF THE CREDITOR, MAY BE REDUCED BY AN ADJUSTMENT FOR EACH DAY BY WHICH THE INTERVAL IS MORE THAN ONE MONTH; THE ADJUSTMENT FOR EACH DAY SHALL BE ONE-THIRTIETH OF THAT PART OF THE FINANCE CHARGE EARNED IN THE COMPUTATIONAL PERIOD PRIOR TO THE DUE DATE OF THE FIRST SCHEDULED INSTALLMENT ASSUMING THAT PERIOD TO BE ONE MONTH; AND

(II) IF THE INTERVAL TO THE FINAL SCHEDULED PAYMENT DATE IS A NUMBER OF COMPUTATIONAL PERIODS PLUS AN ADDITIONAL NUMBER OF DAYS LESS THAN A FULL MONTH, THE ADDITIONAL NUMBER OF DAYS SHALL BE CONSIDERED A COMPUTATIONAL PERIOD ONLY IF SIXTEEN DAYS OR MORE. THIS SUBPARAGRAPH (II) APPLIES WHETHER OR NOT SUBPARAGRAPH (I) OF THIS PARAGRAPH (b) APPLIES.

(c) NOTWITHSTANDING PARAGRAPH (b) OF THIS SUBSECTION (5), IF THE COMPUTATIONAL PERIOD IS ONE MONTH, THE NUMBER OF DAYS IN THE INTERVAL TO THE DUE DATE OF THE FIRST INSTALLMENT EXCEEDS ONE MONTH BY NOT MORE THAN FIFTEEN DAYS AND THE SCHEDULE OF PAYMENTS IS OTHERWISE REGULAR, THE

CREDITOR AT THE CREDITOR'S OPTION MAY EXCLUDE THE EXTRA DAYS AND THE CHARGE FOR THE EXTRA DAYS IN COMPUTING THE UNEARNED FINANCE CHARGE; BUT IF THE CREDITOR DOES SO AND A REBATE IS REQUIRED BEFORE THE DUE DATE OF THE FIRST SCHEDULED INSTALLMENT, THE CREDITOR SHALL COMPUTE THE EARNED CHARGE FOR EACH ELAPSED DAY AS ONE-THIRTIETH OF THE AMOUNT THE EARNED CHARGE WOULD HAVE BEEN IF THE FIRST INTERVAL HAD BEEN ONE MONTH.

(d) IF THE COMPUTATIONAL PERIOD IS ONE WEEK AND:

(I) IF THE NUMBER OF DAYS IN THE INTERVAL TO THE DUE DATE OF THE FIRST SCHEDULED INSTALLMENT IS LESS THAN FIVE DAYS OR MORE THAN NINE DAYS BUT NOT MORE THAN ELEVEN DAYS, THE UNEARNED FINANCE CHARGE SHALL BE INCREASED BY AN ADJUSTMENT FOR EACH DAY BY WHICH THE INTERVAL IS LESS THAN SEVEN DAYS AND, AT THE OPTION OF THE CREDITOR, MAY BE REDUCED BY AN ADJUSTMENT FOR EACH DAY BY WHICH THE INTERVAL IS MORE THAN SEVEN DAYS; THE ADJUSTMENT FOR EACH DAY SHALL BE ONE-SEVENTH OF THAT PART OF THE LOAN FINANCE CHARGE EARNED IN THE COMPUTATIONAL PERIOD PRIOR TO THE DUE DATE OF THE FIRST SCHEDULED INSTALLMENT ASSUMING THAT PERIOD TO BE ONE WEEK; AND

(II) IF THE INTERVAL TO THE FINAL SCHEDULED PAYMENT DATE IS A NUMBER OF COMPUTATIONAL PERIODS PLUS AN ADDITIONAL NUMBER OF DAYS LESS THAN A FULL WEEK, THE ADDITIONAL NUMBER OF DAYS SHALL BE CONSIDERED A COMPUTATIONAL PERIOD ONLY IF FOUR DAYS OR MORE. THIS SUBPARAGRAPH (II) APPLIES WHETHER OR NOT SUBPARAGRAPH (I) OF THIS PARAGRAPH (d) APPLIES.

(6) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH (b) OF SUBSECTION (3) OF THIS SECTION, IF A DEFERRAL DESCRIBED IN SECTION 5-2-204 HAS BEEN AGREED TO, THE UNEARNED PORTION OF THE FINANCE CHARGE IS THE PORTION THEREOF ATTRIBUTABLE ACCORDING TO THE SUM OF THE BALANCES METHOD TO THE PERIOD FROM THE FIRST DAY OF THE COMPUTATIONAL PERIOD FOLLOWING THAT IN WHICH PREPAYMENT OCCURS; EXCEPT THAT THE NUMERATOR OF THE FRACTION IS THE SUM OF THE PERIODIC BALANCES, AFTER RESCHEDULING TO GIVE EFFECT TO ANY DEFERRAL, SCHEDULED TO FOLLOW THE COMPUTATIONAL PERIOD IN WHICH PREPAYMENT OCCURS. A SEPARATE REBATE OF THE DEFERRAL CHARGE IS NOT REQUIRED UNLESS THE UNPAID BALANCE OF THE TRANSACTION IS PAID IN FULL DURING THE DEFERRAL PERIOD, IN WHICH EVENT THE CREDITOR SHALL ALSO REBATE THE UNEARNED PORTION OF THE DEFERRAL CHARGE.

(7) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH (b) OF SUBSECTION (3) OF THIS SECTION, THIS SECTION DOES NOT PRECLUDE THE COLLECTION OR RETENTION BY THE CREDITOR OF DELINQUENCY CHARGES DESCRIBED IN SECTION 5-2-203.

(8) IF THE MATURITY IS ACCELERATED FOR ANY REASON AND JUDGMENT IS OBTAINED, THE CONSUMER IS ENTITLED TO THE SAME REBATE AS IF PAYMENT HAD BEEN MADE ON THE DATE JUDGMENT IS ENTERED.

(9) UPON PREPAYMENT IN FULL OF A CONSUMER CREDIT TRANSACTION BY THE PROCEEDS OF CONSUMER CREDIT INSURANCE DESCRIBED IN SECTION 5-4-103, THE CONSUMER OR THE CONSUMER'S ESTATE IS ENTITLED TO THE SAME REBATE AS THOUGH THE CONSUMER HAD PREPAID THE AGREEMENT ON THE DATE THE PROCEEDS

OF THE INSURANCE ARE PAID TO THE CREDITOR BUT NO LATER THAN TEN BUSINESS DAYS AFTER SATISFACTORY PROOF OF LOSS IS FURNISHED TO THE CREDITOR.

5-2-212. Surcharges on credit transactions - prohibition on. (1) EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 24-19.5-103 (2) AND 29-11.5-103 (2), C.R.S., NO SELLER OR LESSOR IN ANY SALES OR LEASE TRANSACTION OR ANY COMPANY ISSUING CREDIT OR CHARGE CARDS MAY IMPOSE A SURCHARGE ON A HOLDER WHO ELECTS TO USE A CREDIT OR CHARGE CARD IN LIEU OF PAYMENT BY CASH, CHECK, OR SIMILAR MEANS. A SURCHARGE IS ANY ADDITIONAL AMOUNT IMPOSED AT THE TIME OF THE SALES OR LEASE TRANSACTION BY THE MERCHANT, SELLER, OR LESSOR THAT INCREASES THE CHARGE TO THE BUYER OR LESSEE FOR THE PRIVILEGE OF USING A CREDIT OR CHARGE CARD. FOR PURPOSES OF THIS SECTION, CHARGE CARD INCLUDES THOSE CARDS PURSUANT TO WHICH UNPAID BALANCES ARE PAYABLE ON DEMAND.

(2) A DISCOUNT OFFERED BY A SELLER OR LESSOR FOR THE PURPOSE OF INDUCING PAYMENT BY CASH, CHECK, OR OTHER MEANS NOT INVOLVING THE USE OF A SELLER OR LENDER CREDIT CARD SHALL NOT CONSTITUTE A FINANCE CHARGE IF SUCH DISCOUNT IS OFFERED TO ALL PROSPECTIVE BUYERS AND ITS AVAILABILITY IS DISCLOSED TO ALL PROSPECTIVE BUYERS CLEARLY AND CONSPICUOUSLY IN ACCORDANCE WITH REGULATIONS OF THE ADMINISTRATOR.

5-2-213. Lender and seller credit cards. (1) FOR PURPOSES OF THIS SECTION, "CREDIT CARD BANK OR FINANCIAL INSTITUTION" MEANS A COMMERCIAL BANK, INDUSTRIAL BANK, CREDIT UNION, THRIFT, SAVINGS AND LOAN ASSOCIATION, SAVINGS BANK, OR OTHER STATE OR FEDERALLY SUPERVISED INSTITUTION IN THIS STATE THAT ISSUES CREDIT CARDS AND MAY EXPORT RATES AND FEES PURSUANT TO THE "NATIONAL BANK ACT", 12 U.S.C. SEC. 85, "DEPOSITORY INSTITUTIONS DEREGULATION AND MONETARY CONTROL ACT OF 1980", 12 U.S.C. SEC. 1463, 1785, AND 1831d, "FEDERAL CREDIT UNION ACT", 12 U.S.C. SEC. 1757, OR "ALTERNATIVE MORTGAGE TRANSACTION PARITY ACT OF 1982", 12 U.S.C. SEC. 3801 TO 3805, AND ANY REGULATIONS THEREUNDER.

(2) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS PART 2, WITH RESPECT TO A LENDER OR SELLER CREDIT CARD ISSUED BY A CREDIT CARD BANK OR FINANCIAL INSTITUTION:

(a) THE FINANCE CHARGE, CALCULATED ACCORDING TO THE ACTUARIAL METHOD, MAY NOT EXCEED THE AMOUNTS PROVIDED IN SECTION 5-2-201; AND

(b) ANY FEES IMPOSED FOR A MINIMUM FINANCE CHARGE DESCRIBED IN SECTION 5-2-201 (3) (b), ANNUAL CHARGES DESCRIBED IN SECTION 5-2-202 (1) (c), CASH ADVANCES DESCRIBED IN SECTION 5-2-202 (1) (e) (I), RETURN OR DISHONOR OF A CHECK DESCRIBED IN SECTION 5-2-202 (1) (e) (II), DELINQUENCY DESCRIBED IN SECTION 5-2-203, OR EXCEEDING THE CREDIT LIMIT MAY BE IN AN AMOUNT ESTABLISHED BY WRITTEN AGREEMENT OF THE PARTIES.

PART 3 SUPERVISED LOANS AND SUPERVISED LENDERS

5-2-301. Authority to make supervised loans. (1) UNLESS A PERSON IS A SUPERVISED FINANCIAL ORGANIZATION OR HAS FIRST OBTAINED A LICENSE FROM THE

ADMINISTRATOR AUTHORIZING HIM OR HER TO MAKE SUPERVISED LOANS, HE OR SHE SHALL NOT ENGAGE IN THE BUSINESS OF:

(a) MAKING SUPERVISED LOANS OR UNDERTAKING DIRECT COLLECTION OF PAYMENTS FROM OR ENFORCEMENT OF RIGHTS AGAINST CONSUMERS ARISING FROM SUPERVISED LOANS HE OR SHE HAS PREVIOUSLY MADE; OR

(b) TAKING ASSIGNMENTS OF AND UNDERTAKING DIRECT COLLECTION OF PAYMENTS FROM OR ENFORCEMENT OF RIGHTS AGAINST CONSUMERS ARISING FROM SUPERVISED LOANS.

5-2-302. License to make supervised loans. (1) THE ADMINISTRATOR SHALL RECEIVE AND ACT ON ALL APPLICATIONS FOR LICENSES TO MAKE SUPERVISED LOANS UNDER THIS CODE. APPLICATIONS SHALL BE FILED IN THE MANNER PRESCRIBED BY THE ADMINISTRATOR AND SHALL CONTAIN SUCH INFORMATION AS THE ADMINISTRATOR MAY REASONABLY REQUIRE. NO LICENSE SHALL BE ISSUED WITHOUT PAYMENT OF A NONREFUNDABLE LICENSE FEE OF FOUR HUNDRED DOLLARS. THE LICENSE YEAR SHALL BE THE CALENDAR YEAR.

(2) NO LICENSE SHALL BE ISSUED UNLESS THE ADMINISTRATOR, UPON INVESTIGATION, FINDS THAT THE FINANCIAL RESPONSIBILITY, CHARACTER, AND FITNESS OF THE APPLICANT AND OF THE MEMBERS, MANAGERS, PARTNERS, OFFICERS, AND DIRECTORS THEREOF ARE SUCH AS TO WARRANT BELIEF THAT THE BUSINESS WILL BE OPERATED HONESTLY AND FAIRLY WITHIN THE PURPOSES OF THIS CODE. IN DETERMINING FINANCIAL RESPONSIBILITY OF AN APPLICANT PROPOSING TO ENGAGE IN MAKING CONSUMER INSURANCE PREMIUM LOANS, THE ADMINISTRATOR SHALL CONSIDER THE LIABILITIES THE LENDER MAY INCUR FOR ERRONEOUS CANCELLATION OF INSURANCE. THE ADMINISTRATOR MAY DENY AN APPLICATION FOR LICENSURE FOR ANY OF THE GROUNDS PROVIDED IN SECTION 5-2-303.

(3) (a) UPON WRITTEN REQUEST, THE APPLICANT IS ENTITLED TO A HEARING ON THE QUESTION OF THE APPLICANT'S QUALIFICATIONS FOR A LICENSE IF:

(I) THE ADMINISTRATOR HAS NOTIFIED THE APPLICANT IN WRITING THAT HIS OR HER APPLICATION HAS BEEN DENIED; OR

(II) THE ADMINISTRATOR HAS NOT ISSUED A LICENSE WITHIN SIXTY DAYS AFTER THE APPLICATION FOR THE LICENSE WAS FILED.

(b) A REQUEST FOR A HEARING MAY NOT BE MADE MORE THAN SIXTY DAYS AFTER THE ADMINISTRATOR HAS MAILED A WRITING TO THE APPLICANT NOTIFYING THE APPLICANT THAT THE APPLICATION HAS BEEN DENIED AND STATING IN SUBSTANCE THE ADMINISTRATOR'S FINDINGS SUPPORTING DENIAL OF THE APPLICATION.

(4) IF A SUPERVISED LENDER HAS MORE THAN ONE PLACE OF BUSINESS, IT MUST OBTAIN A MASTER LICENSE. THE ADMINISTRATOR MAY AUTHORIZE THE ADDITION OF BRANCH LOCATIONS TO THE MASTER LICENSE. A SEPARATE LICENSE FEE AND PROOF OF FINANCIAL RESPONSIBILITY SHALL BE REQUIRED FOR EACH AUTHORIZED BRANCH LOCATION. EACH MASTER LICENSE AND BRANCH LOCATION LICENSE SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL SURRENDERED, SUSPENDED, OR REVOKED.

(5) (a) THE APPLICATION FOR APPROVAL OF A BRANCH LOCATION LICENSE MAY BE MORE ABBREVIATED THAN THE APPLICATION FOR A NEW OR MASTER SUPERVISED LENDER'S LICENSE. AN APPLICATION FOR A BRANCH LOCATION LICENSE MAY BE FILED BY ANY MEANS, INCLUDING FACSIMILE OR ELECTRONIC FILING, FOLLOWED BY THE LICENSE FEE REQUIRED BY THIS SECTION.

(b) UPON RECEIPT OF A COMPLETED BRANCH LOCATION LICENSE APPLICATION AND THE REQUIRED LICENSE FEE, THE BRANCH LOCATION IS AUTOMATICALLY LICENSED FOR A TEMPORARY PERIOD NOT TO EXCEED ONE HUNDRED TWENTY DAYS. IF THE ADMINISTRATOR DOES NOT DENY THE BRANCH LOCATION APPLICATION ON OR BEFORE THE END OF THAT PERIOD, THE TEMPORARY BRANCH LOCATION LICENSE SHALL BECOME PERMANENT. THE ADMINISTRATOR MAY DENY AN APPLICATION FOR A BRANCH LOCATION FOR ANY OF THE GROUNDS PROVIDED IN SECTIONS 5-2-302 (2) AND 5-2-303.

(c) THE ADMINISTRATOR'S APPROVAL OF AN ADDITIONAL BRANCH LOCATION LICENSE MAY BE PROVIDED BY LETTER. NO LICENSE CERTIFICATE NEED BE ISSUED FOR A LICENSED BRANCH LOCATION. ALL PROVISIONS OF THIS PART 3 RELATING TO LICENSES APPLY EQUALLY TO BRANCH LOCATION LICENSES.

(6) NO LICENSEE SHALL CHANGE THE LOCATION OF ANY PLACE OF BUSINESS OR LICENSE WITHOUT GIVING THE ADMINISTRATOR AT LEAST FIFTEEN DAYS PRIOR WRITTEN NOTICE. THE ADMINISTRATOR MAY BY RULE PROMULGATED IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24, C.R.S., ESTABLISH AN ADMINISTRATIVE FEE FOR SUCH A CHANGE OF ADDRESS.

(7) A LICENSEE SHALL NOT ENGAGE IN THE BUSINESS OF MAKING SUPERVISED LOANS AT ANY PLACE OF BUSINESS FOR WHICH THE LICENSEE DOES NOT HOLD A LICENSE, NOR SHALL A LICENSEE ENGAGE IN BUSINESS UNDER ANY OTHER NAME THAN THAT IN THE LICENSE. THE ADMINISTRATOR MAY BY RULE ESTABLISH AN ADMINISTRATIVE FEE FOR SUCH A CHANGE OF NAME. FOR THE PURPOSES OF THIS SUBSECTION (7), A CONSUMER INSURANCE PREMIUM LOAN IS MADE AT THE LENDER'S BUSINESS OFFICE.

(8) EACH LICENSE SHALL BE RENEWED BY PAYMENT OF A NONREFUNDABLE LICENSE FEE OF FOUR HUNDRED DOLLARS AND THE FILING OF A RENEWAL FORM. THE FEE AND RENEWAL FORM SHALL BE DUE EACH JANUARY 31. IF A LICENSEE FAILS TO PAY THE PRESCRIBED FEE ON OR BEFORE MARCH 1, IT MUST PAY A PENALTY OF FIVE DOLLARS PER DAY PER LICENSE FROM MARCH 2 TO THE DATE THE PAYMENT IS POSTMARKED. HOWEVER, IF A LICENSEE FAILS TO PAY THE APPROPRIATE RENEWAL AND PENALTY FEES BY MARCH 15, ITS LICENSE SHALL AUTOMATICALLY EXPIRE.

(9) IN ADDITION TO THE OTHER FEES REQUIRED BY THIS SECTION, EACH LICENSEE SHALL PAY AN ADDITIONAL NONREFUNDABLE ANNUAL VOLUME FEE IN THE AMOUNT OF TEN DOLLARS FOR EACH ONE HUNDRED THOUSAND DOLLARS, OR PART THEREOF, IN EXCESS OF TWO MILLION DOLLARS OF THE ORIGINAL UNPAID BALANCE ARISING FROM ALL CONSUMER INSURANCE PREMIUM FINANCE LOANS MADE TO RESIDENTS OF THIS STATE WITHIN THE PRECEDING CALENDAR YEAR AND HELD BY THE LENDER FOR MORE THAN THIRTY DAYS AFTER THE INCEPTION OF THE LOAN GIVING RISE TO THE OBLIGATION. A REFINANCING OF A LOAN RESULTING IN AN INCREASE IN THE AMOUNT OF THE OBLIGATION SHALL BE CONSIDERED A NEW LOAN TO THE EXTENT OF THE

AMOUNT OF THE INCREASE.

5-2-303. Denial and discipline of license. (1) THE ADMINISTRATOR MAY DENY AN APPLICATION FOR A LICENSE OR TAKE DISCIPLINARY ACTION AGAINST A PERSON LICENSED TO MAKE SUPERVISED LOANS IF THE ADMINISTRATOR FINDS THAT:

(a) THE APPLICANT OR LICENSEE HAS VIOLATED THIS CODE OR ANY RULE OR ORDER LAWFULLY MADE PURSUANT THERETO;

(b) FACTS OR CONDITIONS EXIST THAT WOULD CLEARLY HAVE JUSTIFIED THE ADMINISTRATOR IN REFUSING TO GRANT A LICENSE HAD THESE FACTS OR CONDITIONS BEEN KNOWN TO EXIST AT THE TIME THE APPLICATION FOR THE LICENSE WAS MADE;

(c) THE APPLICANT HAS FAILED TO COMPLETE AN APPLICATION FOR LICENSURE;

(d) THE APPLICANT OR LICENSEE HAS FAILED TO PROVIDE INFORMATION REQUIRED BY THE ADMINISTRATOR WITHIN A REASONABLE TIME AS FIXED BY THE ADMINISTRATOR;

(e) THE APPLICANT OR LICENSEE HAS FAILED TO PROVIDE OR MAINTAIN PROOF OF FINANCIAL RESPONSIBILITY;

(f) THE APPLICANT OR LICENSEE IS INSOLVENT;

(g) THE APPLICANT OR LICENSEE HAS MADE, IN ANY DOCUMENT OR STATEMENT FILED WITH THE ADMINISTRATOR, A FALSE REPRESENTATION OF A MATERIAL FACT OR HAS OMITTED TO STATE A MATERIAL FACT;

(h) THE APPLICANT, LICENSEE, OR ITS OWNERS, PARTNERS, MEMBERS, OFFICERS, OR DIRECTORS HAVE BEEN CONVICTED OF OR ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO A CRIME SPECIFIED IN PART 4 OF ARTICLE 4 OF TITLE 18, C.R.S., OR IN PART 1, 2, 3, 5, OR 7 OF ARTICLE 5 OF TITLE 18, C.R.S., TO A CRIME INVOLVING FRAUD OR DECEIT, OR TO ANY SIMILAR CRIME UNDER THE JURISDICTION OF ANY FEDERAL COURT OR COURT OF ANOTHER STATE;

(i) THE APPLICANT OR LICENSEE HAS FAILED TO MAKE, MAINTAIN, OR PRODUCE RECORDS WHICH COMPLY WITH SECTION 5-2-304 AND ANY REGULATION ADOPTED BY THE ADMINISTRATOR;

(j) THE APPLICANT OR LICENSEE HAS BEEN THE SUBJECT OF ANY DISCIPLINARY ACTION BY ANY STATE OR FEDERAL AGENCY;

(k) A FINAL JUDGMENT HAS BEEN ENTERED AGAINST THE APPLICANT OR LICENSEE FOR VIOLATIONS OF THIS CODE, ANY STATE OR FEDERAL LAW CONCERNING CONSUMER FINANCE, BANKING, OR MORTGAGE BROKERS OR LENDERS, OR ANY STATE OR FEDERAL LAW PROHIBITING DECEPTIVE OR UNFAIR TRADE OR BUSINESS PRACTICES; OR

(l) THE APPLICANT OR LICENSEE HAS FAILED TO, IN A TIMELY MANNER AS FIXED BY THE ADMINISTRATOR, TAKE OR PROVIDE PROOF OF THE CORRECTIVE ACTION REQUIRED BY THE ADMINISTRATOR SUBSEQUENT TO AN EXAMINATION OR INVESTIGATION PURSUANT TO SECTION 5-2-305 OR 5-6-106.

(2) THE ADMINISTRATOR MAY SUMMARILY SUSPEND A LICENSE AS PROVIDED IN SECTION 24-4-104, C.R.S.

(3) WHENEVER THE ADMINISTRATOR DENIES A LICENSE APPLICATION OR TAKES DISCIPLINARY ACTION PURSUANT TO THIS SECTION, THE ADMINISTRATOR SHALL ENTER AN ORDER TO THAT EFFECT AND NOTIFY THE LICENSEE OR APPLICANT OF THE DENIAL OR DISCIPLINARY ACTION. THE NOTIFICATION REQUIRED BY THIS SUBSECTION SHALL BE GIVEN BY PERSONAL SERVICE OR BY MAIL TO THE LAST KNOWN ADDRESS OF THE LICENSEE OR APPLICANT AS SHOWN ON THE APPLICATION, LICENSE, OR AS SUBSEQUENTLY FURNISHED IN WRITING TO THE ADMINISTRATOR.

(4) ANY PERSON HOLDING A LICENSE TO MAKE SUPERVISED LOANS MAY RELINQUISH THE LICENSE BY NOTIFYING THE ADMINISTRATOR IN WRITING OF ITS RELINQUISHMENT, BUT THIS RELINQUISHMENT SHALL NOT AFFECT THE LICENSEE'S LIABILITY FOR ACTS PREVIOUSLY COMMITTED NOR IMPAIR THE ADMINISTRATOR'S ABILITY TO ISSUE A FINAL AGENCY ORDER OR IMPOSE DISCIPLINE AGAINST THE LICENSEE.

(5) NO REVOCATION, SUSPENSION, OR RELINQUISHMENT OF A LICENSE SHALL IMPAIR OR AFFECT THE OBLIGATION OF ANY PREEXISTING LAWFUL CONTRACT BETWEEN THE LICENSEE AND ANY CONSUMER.

(6) THE ADMINISTRATOR MAY REINSTATE A LICENSE, TERMINATE A SUSPENSION, OR GRANT A NEW LICENSE TO A PERSON WHOSE LICENSE HAS BEEN REVOKED OR SUSPENDED IF NO FACT OR CONDITION THEN EXISTS THAT CLEARLY WOULD HAVE JUSTIFIED THE ADMINISTRATOR IN REFUSING TO GRANT A LICENSE.

(7) AFTER A FINDING OF ONE OR MORE OF THE CONDITIONS STATED IN SUBSECTION (1) OF THIS SECTION, THE ADMINISTRATOR MAY TAKE ANY OR ALL OF THE FOLLOWING ACTIONS:

(a) DENY AN APPLICATION FOR LICENSURE INCLUDING AN APPLICATION FOR A BRANCH OFFICE LICENSE;

(b) REVOKE THE LICENSE;

(c) SUSPEND THE LICENSE FOR A PERIOD OF TIME;

(d) ISSUE AN ORDER TO THE LICENSEE TO CEASE AND DESIST FROM SUCH ACTS;

(e) ORDER THE LICENSEE TO MAKE REFUNDS TO CONSUMERS OF EXCESS CHARGES UNDER THIS CODE;

(f) IMPOSE PENALTIES OF UP TO A MAXIMUM OF ONE THOUSAND DOLLARS FOR EACH VIOLATION ALL OR PART OF WHICH MAY BE SPECIFICALLY DESIGNATED FOR CONSUMER AND CREDITOR EDUCATIONAL EXPENSES;

(g) BAR THE PERSON FROM APPLYING FOR OR HOLDING A LICENSE FOR A PERIOD OF FIVE YEARS FOLLOWING REVOCATION OF HIS OR HER LICENSE;

(h) ISSUE A LETTER OF ADMONITION; OR

(i) IMPOSE A PENALTY OF TWO HUNDRED DOLLARS PER DAY FOR FAILURE TO MAKE, PRODUCE, OR RETAIN RECORDS REQUIRED TO BE MAINTAINED UNDER THIS CODE WITHIN FORTY-EIGHT HOURS AFTER THE ADMINISTRATOR'S WRITTEN DEMAND. IF THE ADMINISTRATOR HAS PROVIDED ADVANCE WRITTEN NOTICE OF FORTY-EIGHT HOURS OR MORE TO A LICENSEE PRIOR TO CONDUCTING AN EXAMINATION PURSUANT TO SECTION 5-2-305, THE PENALTY MAY BE IMPOSED WITHOUT ALLOWING ADDITIONAL TIME.

(8) THE DISCIPLINE STATED IN PARAGRAPHS (h) AND (i) OF SUBSECTION (7) OF THIS SECTION MAY BE IMPOSED WITHOUT A HEARING, BUT THE LICENSEE MAY, WITHIN THIRTY DAYS THEREAFTER, FILE WITH THE ADMINISTRATOR A WRITTEN NOTICE REQUESTING A HEARING. IF SUCH REQUEST IS TIMELY MADE, THE LETTER OF ADMONITION SHALL BE DEEMED VACATED AND A HEARING SHALL BE HELD. IF, AFTER SUCH HEARING, THERE IS A FINDING THAT ONE OR MORE OF THE GROUNDS FOR DISCIPLINE EXIST, ANY OR ALL OF THE FORMS OF DISCIPLINE LISTED IN THIS SECTION MAY BE IMPOSED.

5-2-304. Records - annual reports - proof of financial responsibility.

(1) EVERY LICENSEE SHALL MAINTAIN RECORDS IN CONFORMITY WITH THIS CODE, RULES ADOPTED THEREUNDER, AND GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND PRACTICES IN A MANNER THAT WILL ENABLE THE ADMINISTRATOR TO DETERMINE WHETHER THE LICENSEE IS COMPLYING WITH THE PROVISIONS OF THIS CODE. THE RECORD-KEEPING SYSTEM OF A LICENSEE SHALL BE SUFFICIENT IF THE LICENSEE MAKES THE REQUIRED INFORMATION REASONABLY AVAILABLE. THE RECORDS NEED NOT BE KEPT IN THE PLACE OF BUSINESS WHERE SUPERVISED LOANS ARE MADE IF THE ADMINISTRATOR IS GIVEN FREE ACCESS TO THE RECORDS WHEREVER LOCATED. THE RECORDS PERTAINING TO ANY LOAN NEED NOT BE PRESERVED FOR MORE THAN FOUR YEARS AFTER MAKING THE FINAL ENTRY RELATING TO THE LOAN, BUT, IN THE CASE OF A REVOLVING LOAN ACCOUNT, THE FOUR YEARS IS MEASURED FROM THE DATE OF EACH ENTRY.

(2) ON OR BEFORE JUNE 1 OF EACH YEAR, EVERY LICENSEE SHALL FILE WITH THE ADMINISTRATOR AN ANNUAL REPORT IN THE FORM PRESCRIBED BY THE ADMINISTRATOR RELATING TO ALL SUPERVISED LOANS MADE BY THE LICENSEE AND SATISFACTORY PROOF OF FINANCIAL RESPONSIBILITY. THE ADMINISTRATOR SHALL CONSULT WITH COMPARABLE OFFICIALS IN OTHER STATES FOR THE PURPOSE OF MAKING THE KINDS OF INFORMATION REQUIRED IN ANNUAL REPORTS UNIFORM AMONG THE STATES. INFORMATION CONTAINED IN ANNUAL REPORTS SHALL BE CONFIDENTIAL AND MAY BE PUBLISHED ONLY IN COMPOSITE FORM. THE ADMINISTRATOR MAY, BY RULE, DETERMINE THE TYPES AND AMOUNTS OF FINANCIAL RESPONSIBILITY DEEMED TO BE SATISFACTORY.

(3) IF A LICENSEE FAILS TO FILE THE ANNUAL REPORT OR PROOF OF FINANCIAL RESPONSIBILITY BY JULY 1, THE ADMINISTRATOR MAY IMPOSE A PENALTY OF FIVE DOLLARS PER DAY FROM JULY 2 TO THE DATE THE FILING IS POSTMARKED. HOWEVER, IF A LICENSEE FAILS TO FILE AND PAY THE APPROPRIATE PENALTY BY JULY 15, ITS LICENSE SHALL AUTOMATICALLY EXPIRE.

5-2-305. Examinations and investigations. (1) THE ADMINISTRATOR SHALL EXAMINE PERIODICALLY, AT INTERVALS THE ADMINISTRATOR DEEMS APPROPRIATE, THE LOANS, BUSINESS, AND RECORDS OF EVERY LICENSEE. IN ADDITION, FOR THE

PURPOSE OF DISCOVERING VIOLATIONS OF THIS CODE OR SECURING INFORMATION LAWFULLY REQUIRED, THE ADMINISTRATOR OR, IN LIEU THEREOF, THE OFFICIAL OR AGENCY TO WHOSE SUPERVISION THE ORGANIZATION IS SUBJECT PURSUANT TO SECTION 5-6-105, MAY AT ANY TIME INVESTIGATE THE LOANS, BUSINESS, AND RECORDS OF ANY SUPERVISED LENDER OR ANY SUPERVISED FINANCIAL ORGANIZATION. FOR THESE PURPOSES THE ADMINISTRATOR SHALL HAVE FREE AND REASONABLE ACCESS TO THE OFFICES, PLACES OF BUSINESS, AND RECORDS OF THE LENDER.

(2) (a) IF THE LENDER'S RECORDS ARE LOCATED OUTSIDE THIS STATE, THE LENDER SHALL, AT THE LENDER'S OPTION, EITHER MAKE THEM AVAILABLE TO THE ADMINISTRATOR AT A CONVENIENT LOCATION WITHIN THIS STATE OR PAY THE REASONABLE AND NECESSARY EXPENSES FOR THE ADMINISTRATOR OR THE ADMINISTRATOR'S REPRESENTATIVE TO EXAMINE THEM AT THE PLACE WHERE THEY ARE MAINTAINED; EXCEPT THAT THE LENDER SHALL MAKE THE RECORDS AVAILABLE FOR EXAMINATION AT THE ADMINISTRATOR'S OFFICE OR AT ANY OTHER LOCATION THE ADMINISTRATOR DEEMS APPROPRIATE, AT THE COST OF THE LENDER, IF THE ADMINISTRATOR DETERMINES THAT THE EXAMINATION OF THE RECORDS AT THE LOCATION WHERE THE RECORDS ARE MAINTAINED ENDANGERS THE SAFETY OF THE ADMINISTRATOR'S REPRESENTATIVE OR THAT THERE ARE NOT ADEQUATE FACILITIES AT THE LOCATION WHERE THE RECORDS ARE MAINTAINED TO CONDUCT THE EXAMINATION. THE ADMINISTRATOR MAY DESIGNATE REPRESENTATIVES, INCLUDING COMPARABLE OFFICIALS OF THE STATE IN WHICH THE RECORDS ARE LOCATED, TO INSPECT THEM ON THE ADMINISTRATOR'S BEHALF.

(b) THE ADMINISTRATOR MAY REQUIRE ANY LENDER WHOSE RECORDS ARE LOCATED WITHIN THE STATE TO MAKE ITS RECORDS AVAILABLE FOR EXAMINATION AT THE ADMINISTRATOR'S OFFICE OR AT ANY OTHER LOCATION THE ADMINISTRATOR DEEMS APPROPRIATE AT THE COST OF THE LENDER IF THE ADMINISTRATOR DETERMINES THAT THE EXAMINATION OF THE RECORDS AT THE LOCATION WHERE THE RECORDS ARE MAINTAINED ENDANGERS THE SAFETY OF THE ADMINISTRATOR'S REPRESENTATIVE OR THAT THERE ARE NOT ADEQUATE FACILITIES AT THE LOCATION WHERE THE RECORDS ARE MAINTAINED TO CONDUCT THE EXAMINATION.

(3) FOR THE PURPOSES OF THIS SECTION, THE ADMINISTRATOR MAY ADMINISTER OATHS OR AFFIRMATIONS, AND, UPON THE ADMINISTRATOR'S OWN MOTION OR UPON REQUEST OF ANY PARTY, MAY SUBPOENA WITNESSES, COMPEL THEIR ATTENDANCE, ADDUCE EVIDENCE, AND REQUIRE THE PRODUCTION OF ANY MATTER THAT IS RELEVANT TO THE INVESTIGATION, INCLUDING THE EXISTENCE, DESCRIPTION, NATURE, CUSTODY, CONDITION, AND LOCATION OF ANY BOOKS, DOCUMENTS, OR OTHER TANGIBLE THINGS AND THE IDENTITY AND LOCATION OF PERSONS HAVING KNOWLEDGE OF RELEVANT FACTS OR ANY OTHER MATTER REASONABLY CALCULATED TO LEAD TO THE DISCOVERY OF ADMISSIBLE EVIDENCE.

(4) UPON FAILURE WITHOUT LAWFUL EXCUSE TO OBEY A SUBPOENA OR TO GIVE TESTIMONY, THE ADMINISTRATOR MAY APPLY TO THE DISTRICT COURT IN THE CITY AND COUNTY OF DENVER FOR AN ORDER COMPELLING COMPLIANCE.

(5) AFTER THE ADMINISTRATOR HAS EXAMINED A LICENSEE PURSUANT TO THIS SECTION, THE ADMINISTRATOR SHALL PROVIDE A REPORT OF THE EXAMINATION TO THE LICENSEE AND REQUEST THE LICENSEE TO TAKE THE CORRECTIVE ACTION

REQUIRED THEREIN. THE LICENSEE SHALL, WITHIN A TIME AND MANNER AS FIXED BY THE ADMINISTRATOR, TAKE THE CORRECTIVE ACTION REQUIRED IN THE REPORT AND PROVIDE PROOF THAT THE CORRECTIVE ACTION WAS TAKEN. THE CORRECTIVE ACTION REQUIRED MAY INCLUDE REFUNDS OF EXCESS CHARGES AND CORRECTIONS OF DISCLOSURES REQUIRED BY THIS CODE. THIS SUBSECTION (5) DOES NOT REQUIRE THE ADMINISTRATOR TO ALLOW A LICENSEE TO TAKE CORRECTIVE ACTION PRIOR TO THE ADMINISTRATOR FILING LEGAL OR ADMINISTRATIVE ACTION FOR REPEATED OR WILLFUL VIOLATIONS OF THIS CODE.

5-2-306. Administrative procedures - applicability. EXCEPT AS OTHERWISE PROVIDED, THE PROVISIONS OF SECTIONS 24-4-102 TO 24-4-106, C.R.S., APPLY TO AND GOVERN ALL RULES PROMULGATED AND ALL ADMINISTRATIVE ACTION TAKEN BY THE ADMINISTRATOR PURSUANT TO THIS CODE; EXCEPT THAT SECTION 24-4-104 (3), C.R.S., SHALL NOT APPLY TO ANY SUCH ACTION.

5-2-307. Judicial review. ANY PERSON AGGRIEVED BY ANY FINAL ACTION OR ORDER OF THE ADMINISTRATOR AND AFFECTED THEREBY IS ENTITLED TO A REVIEW THEREOF BY THE COURT OF APPEALS BY APPROPRIATE PROCEEDINGS UNDER SECTION 24-4-106 (11), C.R.S.

5-2-308. Regular schedule of payments; maximum loan term.
(1) SUPERVISED LOANS NOT MADE PURSUANT TO A REVOLVING CREDIT ACCOUNT AND IN WHICH THE PRINCIPAL IS THREE THOUSAND DOLLARS OR LESS SHALL BE SCHEDULED TO BE PAYABLE IN SUBSTANTIALLY EQUAL INSTALLMENTS AT EQUAL PERIODIC INTERVALS EXCEPT TO THE EXTENT THAT THE SCHEDULE OF PAYMENTS IS ADJUSTED TO THE SEASONAL OR IRREGULAR INCOME OF THE DEBTOR AND:

(a) OVER A PERIOD OF NOT MORE THAN THIRTY-SEVEN MONTHS IF THE PRINCIPAL IS MORE THAN ONE THOUSAND DOLLARS; OR

(b) OVER A PERIOD OF NOT MORE THAN TWENTY-FIVE MONTHS IF THE PRINCIPAL IS ONE THOUSAND DOLLARS OR LESS.

5-2-309. Conduct of business other than making loans. A SUPERVISED LENDER MAY NOT CARRY ON ANY OTHER BUSINESS FOR THE PURPOSE OF EVASION OR VIOLATION OF THIS CODE NOR MAY THE SUPERVISED LENDER EXTEND CREDIT ON THE CONDITION OR REQUIREMENT THAT THE CONSUMER OBTAIN ADDITIONAL CREDIT, GOODS, OR SERVICES FROM THE SUPERVISED LENDER OR A PERSON RELATED TO THE SUPERVISED LENDER UNLESS OTHERWISE PERMITTED BY LAW.

5-2-310. Application of other provisions. EXCEPT AS OTHERWISE PROVIDED, ALL PROVISIONS OF THIS CODE APPLYING TO CONSUMER LOANS APPLY TO SUPERVISED LOANS.

PART 4
(Reserved)

PART 5
OTHER CREDIT TRANSACTIONS

5-2-501. Transactions subject to code by agreement of parties. THE PARTIES

TO A TRANSACTION OTHER THAN A CONSUMER CREDIT TRANSACTION MAY AGREE IN A WRITING SIGNED BY THE PARTIES THAT THE TRANSACTION IS SUBJECT TO THE PROVISIONS OF THIS CODE. IF THE PARTIES SO AGREE, THE TRANSACTION IS A CONSUMER CREDIT TRANSACTION FOR THE PURPOSES OF THIS CODE.

5-2-502. Finance charge for other transactions. WITH RESPECT TO A TRANSACTION THAT IS SPECIFICALLY EXEMPT FROM THE RATE CEILINGS OF THIS CODE BY THE PROVISIONS OF SECTION 5-1-301 (15) (c), THE PARTIES MAY CONTRACT FOR THE PAYMENT BY THE CONSUMER OF ANY FINANCE CHARGE UP TO A RATE NOT TO EXCEED AN ANNUAL PERCENTAGE RATE OF FORTY-FIVE PERCENT PURSUANT TO SECTION 18-15-104, C.R.S. THE RATE OF THE FINANCE CHARGE SHALL BE CALCULATED ON THE UNPAID BALANCES OF THE DEBT ON THE ASSUMPTION THAT THE DEBT WILL BE PAID ACCORDING TO ITS TERMS AND WILL NOT BE PAID BEFORE THE END OF THE AGREED TERM.

ARTICLE 3 Regulation of Agreements and Practices

PART 1 DISCLOSURES, NOTICES, RECORDS, AND ADVERTISING

5-3-101. Applicability - information required. (1) FOR PURPOSES OF THIS ARTICLE, A CONSUMER CREDIT TRANSACTION INCLUDES A TRANSACTION SECURED PRIMARILY BY AN INTEREST IN LAND WITHOUT REGARD TO THE RATE OF THE FINANCE CHARGE IF THE CONSUMER CREDIT TRANSACTION IS OTHERWISE A CONSUMER CREDIT TRANSACTION.

(2) THE CREDITOR SHALL DISCLOSE TO THE CONSUMER TO WHOM CREDIT IS EXTENDED WITH RESPECT TO A CONSUMER CREDIT TRANSACTION THE INFORMATION, DISCLOSURES, AND NOTICES REQUIRED BY THE FEDERAL "TRUTH IN LENDING ACT", THE FEDERAL "CONSUMER LEASING ACT", AND ANY REGULATION THEREUNDER.

(3) THE INFORMATION, DISCLOSURES, AND NOTICES REQUIRED BY SUBSECTION (2) OF THIS SECTION MUST BE PROVIDED IF THE TRANSACTION IS A CONSUMER CREDIT TRANSACTION UNDER THIS CODE EVEN THOUGH THE TRANSACTION IS ONE OF A CLASS OF CREDIT TRANSACTIONS EXEMPTED FROM THE FEDERAL "TRUTH IN LENDING ACT", THE FEDERAL "CONSUMER LEASING ACT", AND ANY REGULATION THEREUNDER.

5-3-102. Notice of assignment. THE CONSUMER IS AUTHORIZED TO PAY THE ORIGINAL CREDITOR UNTIL THE CONSUMER RECEIVES NOTIFICATION OF ASSIGNMENT OF RIGHTS TO PAYMENT PURSUANT TO A CONSUMER CREDIT TRANSACTION AND THAT PAYMENT IS TO BE MADE TO THE ASSIGNEE. A NOTIFICATION THAT DOES NOT REASONABLY IDENTIFY THE RIGHTS ASSIGNED IS INEFFECTIVE. IF REQUESTED BY THE CONSUMER, THE ASSIGNEE MUST SEASONABLY FURNISH REASONABLE PROOF THAT THE ASSIGNMENT HAS BEEN MADE AND UNLESS THE ASSIGNEE DOES SO THE CONSUMER MAY PAY THE ORIGINAL CREDITOR.

5-3-103. Change in terms of revolving credit accounts. (1) IF A CREDITOR MAKES A CHANGE IN THE TERMS OF A REVOLVING ACCOUNT WITHOUT COMPLYING WITH THIS SECTION, ANY ADDITIONAL COST OR CHARGE TO THE CONSUMER RESULTING FROM THE CHANGE IS AN EXCESS CHARGE AND SUBJECT TO THE REMEDIES AVAILABLE

TO CONSUMERS DESCRIBED IN SECTION 5-5-202 AND TO THE ADMINISTRATOR DESCRIBED IN SECTION 5-6-114.

(2) (a) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH (b) OR (c) OF THIS SUBSECTION (2), WHENEVER ANY TERM OF A REVOLVING CREDIT ACCOUNT IS CHANGED OR THE REQUIRED MINIMUM PERIODIC PAYMENT THEREON IS INCREASED, THE CREDITOR SHALL MAIL OR DELIVER WRITTEN NOTICE OF THE CHANGE, AT LEAST ONE BILLING CYCLE BEFORE THE EFFECTIVE DATE OF THE CHANGE, TO EACH CONSUMER WHO MAY BE AFFECTED BY THE CHANGE.

(b) THE NOTICE REQUIRED BY PARAGRAPH (a) OF THIS SUBSECTION (2) SHALL BE GIVEN IN ADVANCE, BUT NEED NOT BE GIVEN ONE BILLING CYCLE IN ADVANCE, IF THE CHANGE HAS BEEN AGREED TO BY THE CONSUMER OR IF THE CHANGE IS AN INCREASE IN A FINANCE CHARGE, PERIODIC RATE, OR OTHER CHARGE PERMITTED UNDER SECTION 5-2-202 AS A RESULT OF THE CONSUMER'S DELINQUENCY OR DEFAULT.

(c) THE NOTICE OTHERWISE REQUIRED BY PARAGRAPH (a) OF THIS SUBSECTION (2) IS NOT REQUIRED IF THE CHANGE:

(I) RESULTS FROM THE CONSUMER'S DELINQUENCY OR DEFAULT BUT IS NOT OF A KIND LISTED IN PARAGRAPH (b) OF THIS SUBSECTION (2);

(II) RESULTS FROM AN AGREEMENT RELATED TO A COURT PROCEEDING OR ARBITRATION;

(III) IS A REDUCTION OF ANY CHARGE OR COMPONENT THEREOF; OR

(IV) IS A SUSPENSION OF FUTURE CREDIT PRIVILEGES OR TERMINATION OF A CONSUMER CREDIT TRANSACTION.

(3) THE NOTICE PROVISIONS OF SUBSECTION (2) OF THIS SECTION SHALL NOT APPLY IF:

(a) THE CONSUMER, AFTER RECEIVING NOTICE IN WRITING OF THE SPECIFIC CHANGE, AGREES IN WRITING TO THE CHANGE;

(b) THE CONSUMER ELECTS TO PAY AN AMOUNT DESIGNATED ON A BILLING STATEMENT AS INCLUDING A NEW CHARGE FOR A BENEFIT OFFERED TO THE CONSUMER WHEN THE BENEFIT AND CHARGE CONSTITUTES THE CHANGE IN TERMS AND WHEN THE BILLING STATEMENT ALSO STATES THE AMOUNT PAYABLE IF THE NEW CHARGE IS EXCLUDED;

(c) THE CHANGE INVOLVES NO SIGNIFICANT COST TO THE CONSUMER; OR

(d) THE AGREEMENT PROVIDES LIMITATIONS ON CHANGING OF TERMS THAT ARE MORE RESTRICTIVE THAN THE REQUIREMENTS OF SUBSECTION (2) OF THIS SECTION.

(4) THE NOTICE PROVIDED FOR IN THIS SECTION IS GIVEN TO THE CONSUMER WHEN MAILED TO THE CONSUMER AT THE ADDRESS USED BY THE CREDITOR FOR SENDING PERIODIC BILLING STATEMENTS.

5-3-104. Receipts - statements of account - evidence of payment. (1) THE CREDITOR SHALL DELIVER OR MAIL TO THE CONSUMER, WITHOUT REQUEST, A WRITTEN RECEIPT FOR EACH PAYMENT BY COIN OR CURRENCY ON AN OBLIGATION PURSUANT TO A CONSUMER CREDIT TRANSACTION. A PERIODIC STATEMENT SHOWING A PAYMENT RECEIVED BY THE CREDITOR COMPLIES WITH THIS SUBSECTION (1).

(2) UPON WRITTEN REQUEST OF A CONSUMER, THE CREDITOR OF A CONSUMER CREDIT TRANSACTION, OTHER THAN ONE PURSUANT TO A REVOLVING CREDIT ACCOUNT, SHALL PROVIDE A WRITTEN STATEMENT OF THE DATES AND AMOUNTS OF PAYMENTS MADE WITHIN THE TWELVE MONTHS PRECEDING THE MONTH IN WHICH THE REQUEST IS RECEIVED AND THE TOTAL AMOUNT UNPAID AS OF THE END OF THE PERIOD COVERED BY THE STATEMENT. THE STATEMENT SHALL BE PROVIDED WITHOUT CHARGE TWICE DURING EACH YEAR OF THE TERM OF THE OBLIGATION. IF ADDITIONAL STATEMENTS ARE REQUESTED, THE CREDITOR MAY CHARGE NOT MORE THAN TEN DOLLARS FOR EACH ADDITIONAL STATEMENT.

(3) WITHIN THIRTY DAYS AFTER A CONSUMER HAS FULFILLED ALL OBLIGATIONS WITH RESPECT TO A CONSUMER CREDIT TRANSACTION, OTHER THAN ONE PURSUANT TO A REVOLVING CREDIT ACCOUNT, THE CREDITOR SHALL DELIVER OR MAIL TO THE CONSUMER WRITTEN EVIDENCE ACKNOWLEDGING PAYMENT IN FULL OF ALL OBLIGATIONS WITH RESPECT TO THE TRANSACTION AND WRITTEN EVIDENCE OF RELEASE OF ANY SECURITY INTEREST AND TERMINATION OF ANY FINANCING STATEMENT HELD, RETAINED, OR ACQUIRED.

5-3-105. Notice to cosigners and similar parties. (1) NO NATURAL PERSON, OTHER THAN THE SPOUSE OF THE CONSUMER, SHALL BE OBLIGATED AS A COSIGNER, COMAKER, GUARANTOR, ENDORSER, SURETY, OR SIMILAR PARTY WITH RESPECT TO A CONSUMER CREDIT TRANSACTION, UNLESS BEFORE OR CONTEMPORANEOUSLY WITH SIGNING ANY AGREEMENT OF OBLIGATION OR ANY WRITING SETTING FORTH THE TERMS OF THE CONSUMER'S AGREEMENT, THE PERSON RECEIVES A WRITTEN NOTICE THAT CONTAINS A COMPLETED IDENTIFICATION OF THE DEBT HE OR SHE MAY HAVE TO PAY AND REASONABLY INFORMS SUCH PERSON OF HIS OR HER OBLIGATION WITH RESPECT TO IT. SUCH WRITTEN NOTICE MAY BE SET FORTH IN THE CONSUMER'S AGREEMENT OF OBLIGATION OR IN A SEPARATE WRITING. FOR PURPOSES OF THIS SECTION, THE WORD "COSIGNER", "COMAKER", "GUARANTOR", "ENDORSER", OR "SURETY" MEANS A NATURAL PERSON WHO, BY AGREEMENT AND WITHOUT COMPENSATION, RENDERS HIMSELF OR HERSELF LIABLE FOR THE OBLIGATION OF ANOTHER IN A CONSUMER CREDIT TRANSACTION, AND THE TERMS "AGREEMENT" AND "CONSUMER'S AGREEMENT" MEAN THE ORIGINAL UNDERLYING AGREEMENT.

(2) THE NOTICE REQUIRED BY THIS SECTION MUST BE CLEAR AND CONSPICUOUS NOTICE AND COMPLY WITH THE DISCLOSURE REQUIREMENTS OF 16 C.F.R. 444.3, 12 C.F.R. 227.14, OR 12 C.F.R. 535.3.

(3) THE NOTICE REQUIRED BY THIS SECTION NEED NOT BE GIVEN TO A SELLER, LESSOR, OR LENDER WHO IS OBLIGATED TO AN ASSIGNEE OF HIS OR HER RIGHTS.

(4) A PERSON ENTITLED TO NOTICE PURSUANT TO THIS SECTION SHALL ALSO BE GIVEN A COPY OF ANY WRITING SETTING FORTH THE TERMS OF THE CONSUMER'S AGREEMENT AND OF ANY SEPARATE AGREEMENT OF OBLIGATION SIGNED BY THE PERSON ENTITLED TO THE NOTICE.

(5) A COSIGNOR IS ENTITLED TO A NOTICE OF RIGHT TO CURE PURSUANT TO SECTIONS 5-5-110 (4) AND 5-5-111 (3).

5-3-106. Disclosures for real estate secured consumer credit transactions. WITH RESPECT TO A REAL ESTATE SECURED CONSUMER CREDIT TRANSACTION, IF THE CREDITOR CREDITS PAYMENTS MADE AFTER THE DUE DATE AS OF THE DATE OF RECEIPT RATHER THAN THE DATE PAYMENT WAS DUE, THE CREDITOR MUST CLEARLY AND CONSPICUOUSLY DISCLOSE TO THE CONSUMER AT OR BEFORE THE TIME THAT CREDIT IS EXTENDED THE EFFECT OF UNTIMELY PAYMENTS USING LANGUAGE IN SUBSTANTIALLY THE FOLLOWING FORM:

"THE DOLLAR AMOUNT OF THE FINANCE CHARGE DISCLOSED TO YOU FOR THIS CREDIT TRANSACTION IS BASED UPON YOUR PAYMENTS BEING RECEIVED BY THE CREDITOR ON THE DATE PAYMENTS ARE DUE. IF YOUR PAYMENTS ARE RECEIVED AFTER THE DUE DATE, EVEN IF RECEIVED BEFORE THE DATE A LATE FEE APPLIES, YOU MAY OWE ADDITIONAL AND SUBSTANTIAL MONEY AT THE END OF THE CREDIT TRANSACTION AND THERE MAY BE LITTLE OR NO REDUCTION OF PRINCIPAL. THIS IS DUE TO THE ACCRUAL OF DAILY INTEREST UNTIL A PAYMENT IS RECEIVED."

5-3-107. Disclosures for consumer credit sale secured by a motor vehicle. IF THE PROPERTY THAT SECURES A CONSUMER CREDIT SALE INCLUDES A MOTOR VEHICLE AND THE WRITTEN AGREEMENT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, THE FOLLOWING CLAUSE SHALL BE IN THE WRITTEN AGREEMENT IN CAPITAL LETTERS AND BOLD-FACE TYPE: **"THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS/HAS NOT** (STRIKE WORDS NOT APPLICABLE) **IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103 (2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT."**

5-3-108. Written agreement required. NO CONSUMER CREDIT TRANSACTION SHALL BE VALID OR ENFORCEABLE IN THIS STATE UNLESS ITS TERMS ARE CONTAINED IN A WRITTEN AGREEMENT AND A COPY IS PROVIDED TO THE CONSUMER AT OR BEFORE THE TIME CREDIT IS EXTENDED. A CREDITOR MAY PROVIDE THE COPY TO THE CONSUMER IN A FORM OTHER THAN PAPER UPON THE CONSUMER'S WRITTEN AUTHORIZATION.

5-3-109. Records. EVERY CREDITOR SHALL MAINTAIN RECORDS IN CONFORMITY WITH THIS CODE, RULES ADOPTED THEREUNDER, AND GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND PRACTICES IN A MANNER THAT WILL ESTABLISH THAT THE CREDITOR IS COMPLYING WITH THE PROVISIONS OF THIS CODE. THE RECORD-KEEPING SYSTEM OF A CREDITOR SHALL BE SUFFICIENT IF THE CREDITOR MAKES THE REQUIRED INFORMATION REASONABLY AVAILABLE. THE RECORDS PERTAINING TO ANY CREDIT TRANSACTION NEED NOT BE PRESERVED FOR MORE THAN FOUR YEARS AFTER MAKING THE FINAL ENTRY RELATING TO THE TRANSACTION, BUT, IN THE CASE OF A REVOLVING CREDIT ACCOUNT, THE FOUR YEARS IS MEASURED FROM THE DATE OF EACH ENTRY.

5-3-110. Advertising. (1) A CREDITOR MAY NOT ADVERTISE, PRINT, DISPLAY, PUBLISH, DISTRIBUTE, BROADCAST, TRANSMIT OR CAUSE TO BE ADVERTISED, PRINTED,

DISPLAYED, PUBLISHED, DISTRIBUTED, BROADCAST, OR TRANSMITTED IN ANY MANNER ANY FALSE, MISLEADING, OR DECEPTIVE STATEMENT OR REPRESENTATION WITH REGARD TO THE RATES, TERMS, OR CONDITIONS OF CREDIT OF A CONSUMER CREDIT TRANSACTION.

(2) THIS SECTION IMPOSES NO LIABILITY ON THE OWNER OR PERSONNEL, AS SUCH, OF ANY MEDIUM IN WHICH AN ADVERTISEMENT APPEARS OR THROUGH WHICH IT IS DISSEMINATED.

(3) ADVERTISING THAT COMPLIES WITH THE FEDERAL "TRUTH IN LENDING ACT" AND THE FEDERAL "CONSUMER LEASING ACT" DOES NOT VIOLATE THIS SECTION.

PART 2 LIMITATIONS ON AGREEMENTS AND PRACTICES

5-3-201. Security in sales or leases. (1) WITH RESPECT TO A CONSUMER CREDIT SALE, A CREDITOR MAY TAKE A SECURITY INTEREST IN THE PROPERTY SOLD. IN ADDITION, A CREDITOR MAY TAKE A SECURITY INTEREST IN GOODS UPON WHICH SERVICES ARE PERFORMED OR TO WHICH GOODS SOLD ARE ANNEXED, OR IN LAND TO WHICH THE GOODS ARE AFFIXED OR THAT IS MAINTAINED, REPAIRED, OR IMPROVED AS A RESULT OF THE SALE OF THE GOODS OR SERVICES, IF IN THE CASE OF A SECURITY INTEREST IN LAND THE DEBT SECURED IS THREE THOUSAND DOLLARS OR MORE, OR IN THE CASE OF A SECURITY INTEREST IN GOODS THE DEBT SECURED IS ONE THOUSAND DOLLARS OR MORE. EXCEPT AS PROVIDED WITH RESPECT TO CROSS-COLLATERAL DESCRIBED IN SECTION 5-3-202, A CREDITOR MAY NOT OTHERWISE TAKE A SECURITY INTEREST IN PROPERTY OF THE CONSUMER TO SECURE THE DEBT ARISING FROM A CONSUMER CREDIT SALE.

(2) WITH RESPECT TO A CONSUMER LEASE, A CREDITOR MAY NOT TAKE A SECURITY INTEREST IN PROPERTY OF THE CONSUMER TO SECURE THE DEBT ARISING FROM THE LEASE. THIS SUBSECTION (2) DOES NOT APPLY TO A SECURITY DEPOSIT FOR A CONSUMER LEASE.

(3) A SECURITY INTEREST TAKEN IN VIOLATION OF THIS SECTION IS VOID.

5-3-202. Cross-collateral. (1) IN ADDITION TO CONTRACTING FOR A SECURITY INTEREST PURSUANT TO THE PROVISIONS ON SECURITY IN SALES OR LEASES CONTAINED IN SECTION 5-3-201, A SELLER IN A CONSUMER CREDIT SALE MAY SECURE THE DEBT ARISING FROM THE SALE BY CONTRACTING FOR A SECURITY INTEREST IN OTHER PROPERTY IF AS A RESULT OF A PRIOR SALE THE SELLER HAS AN EXISTING SECURITY INTEREST IN THE OTHER PROPERTY. THE SELLER MAY ALSO CONTRACT FOR A SECURITY INTEREST IN THE PROPERTY SOLD IN THE SUBSEQUENT SALE AS SECURITY FOR THE PREVIOUS DEBT.

(2) IF THE SELLER CONTRACTS FOR A SECURITY INTEREST IN OTHER PROPERTY PURSUANT TO THIS SECTION, THE RATE OF FINANCE CHARGE THEREAFTER ON THE AGGREGATE UNPAID BALANCES SO SECURED MAY NOT EXCEED THAT PERMITTED IF THE BALANCES SO SECURED WERE CONSOLIDATED PURSUANT TO THE PROVISIONS ON CONSOLIDATION INVOLVING A REFINANCING CONTAINED IN SECTION 5-2-205 (1). THE SELLER HAS A REASONABLE TIME AFTER SO CONTRACTING TO MAKE ANY ADJUSTMENTS REQUIRED BY THIS SECTION. "SELLER" IN THIS SECTION DOES NOT

INCLUDE AN ASSIGNEE NOT RELATED TO THE ORIGINAL SELLER.

5-3-203. Debt secured by cross-collateral. (1) IF DEBTS ARISING FROM TWO OR MORE CONSUMER CREDIT SALES, OTHER THAN SALES PURSUANT TO A REVOLVING CREDIT ACCOUNT, ARE SECURED BY CROSS-COLLATERAL OR CONSOLIDATED INTO ONE DEBT PAYABLE ON A SINGLE SCHEDULE OF PAYMENTS AND THE DEBT IS SECURED BY SECURITY INTERESTS TAKEN WITH RESPECT TO ONE OR MORE OF THE SALES, PAYMENTS RECEIVED BY THE SELLER AFTER THE TAKING OF THE CROSS-COLLATERAL OR THE CONSOLIDATION ARE DEEMED, FOR THE PURPOSE OF DETERMINING THE AMOUNT OF THE DEBT SECURED BY THE VARIOUS SECURITY INTERESTS, TO HAVE BEEN APPLIED FIRST TO THE PAYMENT OF THE DEBTS ARISING FROM THE SALES FIRST MADE. TO THE EXTENT DEBTS ARE PAID ACCORDING TO THIS SECTION, SECURITY INTERESTS IN ITEMS OF PROPERTY TERMINATE AS THE DEBTS ORIGINALLY INCURRED WITH RESPECT TO EACH ITEM ARE PAID.

(2) PAYMENTS RECEIVED BY THE SELLER UPON A REVOLVING CREDIT ACCOUNT ARE DEEMED, FOR THE PURPOSE OF DETERMINING THE AMOUNT OF THE DEBT SECURED BY THE VARIOUS SECURITY INTERESTS, TO HAVE BEEN APPLIED FIRST TO THE PAYMENT OF FINANCE CHARGES IN THE ORDER OF THEIR ENTRY TO THE ACCOUNT AND THEN TO THE PAYMENT OF DEBTS IN THE ORDER IN WHICH THE ENTRIES TO THE ACCOUNT SHOWING THE DEBTS WERE MADE.

(3) IF THE DEBTS CONSOLIDATED AROSE FROM TWO OR MORE SALES MADE ON THE SAME DAY, PAYMENTS RECEIVED BY THE SELLER ARE DEEMED, FOR THE PURPOSE OF DETERMINING THE AMOUNT OF THE DEBT SECURED BY THE VARIOUS SECURITY INTERESTS, TO HAVE BEEN APPLIED FIRST TO THE PAYMENT OF THE SMALLEST DEBT.

5-3-204. Restrictions on interest in land as security. (1) WITH RESPECT TO A CONSUMER LOAN IN WHICH THE AMOUNT FINANCED IS THREE THOUSAND DOLLARS OR LESS, A LENDER MAY NOT CONTRACT FOR AN INTEREST IN LAND AS SECURITY. A SECURITY INTEREST TAKEN IN VIOLATION OF THIS SECTION IS VOID.

(2) FOR THE PURPOSES OF THIS SECTION, ON REVOLVING CREDIT ACCOUNTS, THE AMOUNT FINANCED SHALL BE DETERMINED BY THE LIMIT IN THE AMOUNT OF CREDIT MADE AVAILABLE TO OR FOR THE ACCOUNT OF THE CONSUMER IF THAT LIMIT IS ESTABLISHED BY AN EXPRESS WRITTEN AGREEMENT BY THE LENDER AND IF THE LENDER DOES NOT RETAIN THE RIGHT TO UNILATERALLY REDUCE THAT CREDIT LIMIT, EXCEPT IN THE EVENT OF DEFAULT.

5-3-205. Use of multiple agreements. A CREDITOR MAY NOT USE MULTIPLE AGREEMENTS WITH RESPECT TO A SINGLE CONSUMER CREDIT TRANSACTION FOR THE PURPOSE OF OBTAINING A HIGHER FINANCE CHARGE THAN WOULD OTHERWISE BE PERMITTED BY THIS CODE OR TO AVOID DISCLOSURE OF AN ANNUAL PERCENTAGE RATE PURSUANT TO THE PROVISIONS ON DISCLOSURE AND ADVERTISING. DIVIDING A SINGLE CONSUMER CREDIT TRANSACTION BETWEEN A HUSBAND AND WIFE SHALL BE PRESUMED TO BE A VIOLATION OF THIS SECTION. THE EXCESS AMOUNT OF FINANCE CHARGE PROVIDED FOR IN AGREEMENTS IN VIOLATION OF THIS SECTION IS AN EXCESS CHARGE FOR THE PURPOSES OF THE PROVISIONS ON THE EFFECT OF VIOLATIONS ON RIGHTS OF PARTIES CONTAINED IN SECTION 5-5-201 AND THE PROVISIONS ON CIVIL ACTIONS BY THE ADMINISTRATOR CONTAINED IN SECTION 5-6-114.

5-3-206. No assignment of earnings. (1) A CREDITOR MAY NOT TAKE AN ASSIGNMENT OF EARNINGS OF THE CONSUMER FOR PAYMENT OR AS SECURITY FOR PAYMENT OF A DEBT ARISING OUT OF A CONSUMER CREDIT TRANSACTION. AN ASSIGNMENT OF EARNINGS IN VIOLATION OF THIS SECTION IS UNENFORCEABLE BY THE ASSIGNEE OF THE EARNINGS AND REVOCABLE BY THE CONSUMER.

(2) A SALE OF UNPAID EARNINGS MADE IN CONSIDERATION OF THE PAYMENT OF MONEY TO OR FOR THE ACCOUNT OF THE SELLER OF THE EARNINGS IS DEEMED TO BE A LOAN TO HIM OR HER SECURED BY AN ASSIGNMENT OF EARNINGS.

5-3-207. Authorization to confess judgment prohibited. A CONSUMER MAY NOT AUTHORIZE ANY PERSON TO CONFESS JUDGMENT ON A CLAIM ARISING OUT OF A CONSUMER CREDIT TRANSACTION. AN AUTHORIZATION IN VIOLATION OF THIS SECTION IS VOID.

5-3-208. Balloon payments. WITH RESPECT TO A CONSUMER CREDIT TRANSACTION OTHER THAN ONE PURSUANT TO A REVOLVING CREDIT ACCOUNT, IF ANY SCHEDULED PAYMENT IS MORE THAN TWICE AS LARGE AS THE AVERAGE OF ALL OTHER REGULARLY SCHEDULED PAYMENTS, THE CONSUMER HAS THE RIGHT TO REFINANCE THE AMOUNT OF THAT PAYMENT AT THE TIME IT IS DUE AT THE CREDITOR'S PREVAILING RATES FOR SUCH TYPE OF TRANSACTION IF THE CONSUMER MEETS THE CREDITOR'S NORMAL CREDIT STANDARDS AND IF THE CREDITOR IS, AT THAT TIME, IN THE BUSINESS OF MAKING SUCH TRANSACTIONS. THE CREDITOR SHALL DISCLOSE THIS RIGHT IN WRITING TO THE CONSUMER AT THE TIME THE TRANSACTION IS ENTERED INTO. THESE PROVISIONS DO NOT APPLY TO THE EXTENT THAT THE PAYMENT SCHEDULE IS ADJUSTED TO THE SEASONAL OR IRREGULAR INCOME OF THE CONSUMER. THIS SECTION SHALL NOT APPLY TO A TRANSACTION OF A CLASS DEFINED BY RULE OF THE ADMINISTRATOR PROMULGATED IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24, C.R.S., AS NOT REQUIRING FOR THE PROTECTION OF THE CONSUMER HIS OR HER RIGHT TO REFINANCE AS PROVIDED IN THIS SECTION.

5-3-209. Referral sales. WITH RESPECT TO A CONSUMER CREDIT SALE OR CONSUMER LEASE, THE SELLER OR LESSOR MAY NOT GIVE OR OFFER TO GIVE A REBATE OR DISCOUNT OR OTHERWISE PAY OR OFFER TO PAY VALUE TO THE CONSUMER AS AN INDUCEMENT FOR A SALE OR LEASE IN CONSIDERATION OF THE CONSUMER GIVING TO THE SELLER OR LESSOR THE NAMES OF PROSPECTIVE PURCHASERS OR LESSEES, OR OTHERWISE AIDING THE SELLER OR LESSOR IN MAKING A SALE OR LEASE TO ANOTHER PERSON, IF THE EARNING OF THE REBATE, DISCOUNT, OR OTHER VALUE IS CONTINGENT UPON THE OCCURRENCE OF AN EVENT SUBSEQUENT TO THE TIME THE CONSUMER AGREES TO BUY OR LEASE. IF A CONSUMER IS INDUCED BY A VIOLATION OF THIS SECTION TO ENTER INTO A CONSUMER CREDIT SALE OR CONSUMER LEASE, THE AGREEMENT IS UNENFORCEABLE BY THE SELLER OR LESSOR AND THE CONSUMER, AT HIS OR HER OPTION, MAY RESCIND THE AGREEMENT OR RETAIN THE GOODS DELIVERED AND THE BENEFIT OF ANY SERVICES PERFORMED WITHOUT ANY OBLIGATION TO PAY FOR THEM.

5-3-210. Discrimination prohibited. NO CONSUMER CREDIT TRANSACTION REGULATED BY THIS CODE SHALL BE DENIED ANY PERSON, NOR SHALL TERMS AND CONDITIONS BE MADE MORE STRINGENT, ON THE BASIS OF DISCRIMINATION, SOLELY BECAUSE OF RACE, CREED, RELIGION, COLOR, SEX, MARITAL STATUS, NATIONAL ORIGIN, OR ANCESTRY. THIS SECTION SHALL NOT APPLY TO ANY CONSUMER CREDIT

TRANSACTION MADE OR DENIED BY A SELLER, LESSOR, OR LENDER WHOSE TOTAL ORIGINAL UNPAID BALANCES ARISING FROM CONSUMER CREDIT TRANSACTIONS FOR THE PREVIOUS CALENDAR YEAR ARE LESS THAN ONE MILLION DOLLARS.

PART 3
LIMITATIONS ON CONSUMERS' LIABILITIES

5-3-301. Restriction on liability in consumer lease. THE OBLIGATION OF A LESSEE UPON EXPIRATION OF A CONSUMER LEASE, MAY NOT EXCEED TWICE THE AVERAGE PAYMENT ALLOCABLE TO A MONTHLY PERIOD UNDER THE LEASE. THIS LIMITATION DOES NOT APPLY TO CHARGES FOR DAMAGES TO THE LEASED PROPERTY OR FOR OTHER DEFAULT.

5-3-302. Limitation on default charges. EXCEPT FOR REASONABLE EXPENSES INCURRED IN REALIZING ON A SECURITY INTEREST, THE AGREEMENT WITH RESPECT TO A CONSUMER CREDIT TRANSACTION MAY NOT PROVIDE FOR CHARGES AS A RESULT OF DEFAULT BY THE CONSUMER OTHER THAN THOSE AUTHORIZED BY THIS CODE. A PROVISION IN VIOLATION OF THIS SECTION IS UNENFORCEABLE.

5-3-303. Assignee subject to claims and defenses. (1) WITH RESPECT TO A CONSUMER CREDIT SALE OR CONSUMER LEASE, AN ASSIGNEE OF THE RIGHTS OF THE SELLER OR LESSOR IS SUBJECT TO ALL CLAIMS AND DEFENSES OF THE BUYER AGAINST THE SELLER OR LESSOR ARISING FROM THE SALE OR LEASE OF GOODS OR SERVICES, NOTWITHSTANDING THAT THE ASSIGNEE IS A HOLDER IN DUE COURSE OF A NEGOTIABLE INSTRUMENT ISSUED IN CONNECTION WITH THE CONSUMER CREDIT SALE OR CONSUMER LEASE.

(2) A CLAIM OR DEFENSE OF A CONSUMER SPECIFIED IN SUBSECTION (1) OF THIS SECTION MAY BE ASSERTED AGAINST THE ASSIGNEE UNDER THIS SECTION ONLY TO THE EXTENT OF THE AMOUNT OWING TO THE ASSIGNEE WITH RESPECT TO THE SALE OR LEASE OF THE GOODS OR SERVICES AS TO WHICH THE CLAIM OR DEFENSE AROSE AT THE TIME THE ASSIGNEE HAS WRITTEN NOTICE OF THE CLAIM OR DEFENSE.

(3) FOR THE PURPOSE OF DETERMINING THE AMOUNT OWING TO THE ASSIGNEE WITH RESPECT TO THE SALE OR LEASE:

(a) PAYMENTS RECEIVED BY THE ASSIGNEE AFTER THE CONSOLIDATION OF TWO OR MORE CONSUMER CREDIT SALES, EXCEPT PURSUANT TO A REVOLVING CREDIT ACCOUNT, ARE DEEMED TO HAVE BEEN FIRST APPLIED TO THE PAYMENT OF THE SALES FIRST MADE; IF THE SALES CONSOLIDATED AROSE FROM SALES MADE ON THE SAME DAY, PAYMENTS ARE DEEMED TO HAVE BEEN FIRST APPLIED TO THE SMALLEST SALE; AND

(b) PAYMENTS RECEIVED UPON A REVOLVING CREDIT ACCOUNT ARE DEEMED TO HAVE BEEN FIRST APPLIED TO THE PAYMENT OF FINANCE CHARGES IN THE ORDER OF THEIR ENTRY TO THE ACCOUNT AND THEN TO THE PAYMENT OF DEBTS IN THE ORDER IN WHICH THE ENTRIES OF THE DEBTS ARE MADE TO THE ACCOUNT.

(4) AN AGREEMENT MAY NOT LIMIT OR WAIVE THE CLAIMS OR DEFENSES OF A CONSUMER UNDER THIS SECTION.

5-3-304. Use of account - constructive assent to terms. THE USE OF A REVOLVING CREDIT ACCOUNT BY A CONSUMER, OR BY ANY PERSON AUTHORIZED BY THE CONSUMER, CONSTITUTES THE CONSUMER'S ACCEPTANCE OF THE CREDITOR'S OFFER OF CREDIT AND CREATES A BINDING CONTRACT ON THE CREDITOR'S TERMS THEN IN EFFECT. SUCH TERMS MAY BE MODIFIED IN THE FUTURE AS AGREED BY THE PARTIES AND SUBJECT TO THE REQUIREMENTS OF THIS ARTICLE, INCLUDING, BUT NOT LIMITED TO, THE NOTICE REQUIREMENTS OF SECTION 5-3-103.

5-3-305. Advance payment to reserve lodging and motor vehicle rental services - notice to consumer required. IF A DEPOSIT, RESERVATION FEE, OR OTHER ADVANCE PAYMENT IS TO BE CHARGED TO A REVOLVING CREDIT ACCOUNT FOR LODGING OR MOTOR VEHICLE RENTAL SERVICES TO BE PROVIDED IN THE FUTURE IN THIS STATE, THE SELLER SHALL NOT CHARGE SUCH ADVANCE PAYMENT TO THE CONSUMER'S ACCOUNT WITHOUT FIRST NOTIFYING THE CONSUMER, EITHER ORALLY OR IN WRITING, AND GIVING THE CONSUMER THE OPPORTUNITY TO REJECT THE SERVICES.

PART 4 HOME SOLICITATION SALES

5-3-401. Definitions - "home solicitation sale". "HOME SOLICITATION SALE" MEANS A CONSUMER CREDIT SALE OF GOODS OR SERVICES IN WHICH THE SELLER OR A PERSON ACTING FOR THE SELLER PERSONALLY SOLICITS THE SALE AND THE BUYER'S AGREEMENT OR OFFER TO PURCHASE IS GIVEN TO THE SELLER OR A PERSON ACTING FOR THE SELLER AT A RESIDENCE. IT DOES NOT INCLUDE A SALE MADE PURSUANT TO A PREEXISTING REVOLVING CREDIT ACCOUNT, A SALE MADE PURSUANT TO PRIOR NEGOTIATIONS BETWEEN THE PARTIES AT A BUSINESS ESTABLISHMENT AT A FIXED LOCATION WHERE GOODS OR SERVICES ARE OFFERED OR EXHIBITED FOR SALE, A TRANSACTION CONDUCTED AND CONSUMMATED ENTIRELY BY MAIL OR TELEPHONE, OR A SALE THAT IS SUBJECT TO THE PROVISIONS OF THE FEDERAL "TRUTH IN LENDING ACT" ON THE CONSUMER'S RIGHT TO RESCIND CERTAIN TRANSACTIONS.

5-3-402. Buyer's right to cancel. (1) EXCEPT AS PROVIDED IN SUBSECTION (5) OF THIS SECTION, IN ADDITION TO ANY RIGHT OTHERWISE TO REVOKE AN OFFER, THE BUYER HAS THE RIGHT TO CANCEL A HOME SOLICITATION SALE UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY ON WHICH THE BUYER SIGNS AN AGREEMENT OR OFFER TO PURCHASE THAT COMPLIES WITH THIS PART 4.

(2) CANCELLATION OCCURS WHEN THE BUYER GIVES WRITTEN NOTICE OF CANCELLATION TO THE SELLER AT THE ADDRESS STATED IN THE AGREEMENT OR OFFER TO PURCHASE.

(3) NOTICE OF CANCELLATION, IF GIVEN BY MAIL, IS GIVEN WHEN IT IS DEPOSITED IN A MAIL BOX PROPERLY ADDRESSED AND POSTAGE PREPAID.

(4) NOTICE OF CANCELLATION GIVEN BY THE BUYER NEED NOT TAKE A PARTICULAR FORM AND IS SUFFICIENT IF IT INDICATES BY ANY FORM OF WRITTEN EXPRESSION THE INTENTION OF THE BUYER NOT TO BE BOUND BY THE HOME SOLICITATION SALE.

(5) THE BUYER MAY NOT CANCEL A HOME SOLICITATION SALE IF, BY SEPARATE DATED AND SIGNED STATEMENT THAT IS NOT AS TO ITS MATERIAL PROVISIONS A

PRINTED FORM AND DESCRIBES AN EMERGENCY REQUIRING IMMEDIATE REMEDY, THE BUYER REQUESTS THE SELLER TO PROVIDE GOODS OR SERVICES WITHOUT DELAY IN ORDER TO SAFEGUARD THE HEALTH, SAFETY, OR WELFARE OF NATURAL PERSONS OR TO PREVENT DAMAGE TO PROPERTY THE BUYER OWNS OR FOR WHICH THE BUYER IS RESPONSIBLE, AND:

(a) THE SELLER IN GOOD FAITH MAKES A SUBSTANTIAL BEGINNING OF PERFORMANCE OF THE CONTRACT BEFORE THE BUYER GIVES NOTICE OF CANCELLATION; AND

(b) IN THE CASE OF GOODS, THE GOODS CANNOT BE RETURNED TO THE SELLER IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED BY THE BUYER.

5-3-403. Form of agreement or offer - statement of buyer's rights. (1) IN A HOME SOLICITATION SALE, UNLESS THE BUYER REQUESTS THE SELLER TO PROVIDE GOODS OR SERVICES WITHOUT DELAY IN AN EMERGENCY, THE SELLER MUST PRESENT TO THE BUYER, AND OBTAIN HIS SIGNATURE TO, A WRITTEN AGREEMENT OR OFFER TO PURCHASE THAT DESIGNATES AS THE DATE OF THE TRANSACTION THE DATE ON WHICH THE BUYER ACTUALLY SIGNS AND CONTAINS A STATEMENT OF THE BUYER'S RIGHTS THAT COMPLIES WITH SUBSECTION (2) OF THIS SECTION. A COPY OF ANY WRITING REQUIRED BY THIS SUBSECTION (1) TO BE SIGNED BY THE BUYER, COMPLETED AT LEAST AS TO THE DATE OF THE TRANSACTION AND THE NAME AND MAILING ADDRESS OF THE SELLER, SHALL BE GIVEN TO THE BUYER AT THE TIME THE BUYER SIGNS THE WRITING.

(2) THE STATEMENT SHALL COMPLY WITH ANY NOTICE OF CANCELLATION OR A SIMILAR REQUIREMENT OF ANY TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION THAT BY ITS TERMS APPLIES TO THE HOME SOLICITATION SALE.

(3) UNTIL THE SELLER HAS COMPLIED WITH THIS SECTION, THE BUYER MAY CANCEL THE HOME SOLICITATION SALE BY NOTIFYING THE SELLER IN ANY MANNER AND BY ANY MEANS OF THE BUYER'S INTENTION TO CANCEL; EXCEPT THAT THE BUYER'S RIGHT OF CANCELLATION SHALL EXPIRE THREE YEARS AFTER THE DATE OF THE CONSUMMATION OF THE HOME SOLICITATION SALE, NOTWITHSTANDING THE FACT THAT THE SELLER HAS NOT COMPLIED WITH THIS PART 4.

5-3-404. Restoration of down payment. (1) WITHIN TEN DAYS AFTER A NOTICE OF CANCELLATION HAS BEEN RECEIVED BY THE SELLER OR AN OFFER TO PURCHASE HAS BEEN OTHERWISE REVOKED, THE SELLER SHALL TENDER TO THE BUYER ANY PAYMENTS MADE BY THE BUYER, ANY NOTE OR OTHER EVIDENCE OF INDEBTEDNESS, AND ANY GOODS TRADED IN. A PROVISION PERMITTING THE SELLER TO KEEP ALL OR ANY PART OF ANY GOODS TRADED IN, PAYMENT, NOTE, OR OTHER EVIDENCE OF INDEBTEDNESS IS IN VIOLATION OF THIS SECTION AND UNENFORCEABLE.

(2) IF THE DOWN PAYMENT INCLUDES GOODS TRADED IN, THE GOODS SHALL BE TENDERED IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED BY THE SELLER. IF THE SELLER FAILS TO TENDER THE GOODS AS PROVIDED BY THIS SECTION, THE BUYER MAY ELECT TO RECOVER AN AMOUNT EQUAL TO THE TRADE-IN ALLOWANCE STATED IN THE AGREEMENT.

(3) UNTIL THE SELLER HAS COMPLIED WITH THE OBLIGATIONS IMPOSED BY THIS

SECTION, THE BUYER MAY RETAIN POSSESSION OF GOODS DELIVERED TO THE BUYER BY THE SELLER AND HAS A LIEN ON THE GOODS IN THE BUYER'S POSSESSION OR CONTROL FOR ANY RECOVERY TO WHICH THE BUYER IS ENTITLED.

5-3-405. Duty of buyer - no compensation for services prior to cancellation.

(1) EXCEPT AS PROVIDED BY THE PROVISIONS ON RETENTION OF GOODS BY THE BUYER CONTAINED IN SECTION 5-3-404 (3) AND ALLOWING FOR ORDINARY WEAR AND TEAR OR CONSUMPTION OF THE GOODS CONTEMPLATED BY THE TRANSACTION, WITHIN A REASONABLE TIME AFTER A HOME SOLICITATION SALE HAS BEEN CANCELED OR AN OFFER TO PURCHASE REVOKED, THE BUYER UPON DEMAND MUST TENDER TO THE SELLER ANY GOODS DELIVERED BY THE SELLER PURSUANT TO THE SALE, BUT THE BUYER IS NOT OBLIGATED TO TENDER AT ANY PLACE OTHER THAN THE BUYER'S RESIDENCE. IF THE SELLER FAILS TO DEMAND POSSESSION OF GOODS WITHIN A REASONABLE TIME AFTER CANCELLATION OR REVOCATION, THE GOODS BECOME THE PROPERTY OF THE BUYER WITHOUT OBLIGATION TO PAY FOR THEM. FOR THE PURPOSE OF THIS SECTION, FORTY DAYS IS PRESUMED TO BE A REASONABLE TIME.

(2) THE BUYER HAS A DUTY TO TAKE REASONABLE CARE OF THE GOODS IN HIS OR HER POSSESSION BEFORE CANCELLATION OR REVOCATION AND FOR A REASONABLE TIME THEREAFTER DURING WHICH TIME THE GOODS ARE OTHERWISE AT THE SELLER'S RISK.

(3) IF A HOME SOLICITATION SALE IS CANCELED, THE SELLER IS NOT ENTITLED TO COMPENSATION FOR ANY SERVICES THE SELLER PERFORMED PURSUANT TO IT.

PART 5
CONSUMER INSURANCE PREMIUM FINANCING

5-3-501. Scope. THE PROVISIONS OF THIS PART 5 APPLY TO CONSUMER INSURANCE PREMIUM LOANS.

5-3-502. Form of insurance premium loan agreement. AN AGREEMENT PURSUANT TO WHICH A CONSUMER INSURANCE PREMIUM LOAN IS MADE SHALL CONTAIN THE NAMES OF THE INSURANCE AGENT OR BROKER NEGOTIATING EACH POLICY OR CONTRACT AND OF THE INSURER ISSUING EACH POLICY OR CONTRACT, THE NUMBER AND INCEPTION DATE OF AND PREMIUM FOR EACH POLICY OR CONTRACT, THE DATE ON WHICH THE TERM OF THE LOAN BEGINS, AND A CLEAR AND CONSPICUOUS NOTICE THAT EACH POLICY OR CONTRACT MAY BE CANCELED IF PAYMENT IS NOT MADE IN ACCORDANCE WITH THE AGREEMENT. IF A POLICY OR CONTRACT HAS NOT BEEN ISSUED BY THE TIME THE AGREEMENT IS SIGNED, THE AGREEMENT MAY PROVIDE THAT THE INSURANCE AGENT OR BROKER MAY INSERT THE APPROPRIATE INFORMATION IN THE AGREEMENT AND, IF HE OR SHE DOES SO, SHALL FURNISH THE INFORMATION PROMPTLY IN WRITING TO THE INSURED.

5-3-503. Notice of cancellation. IF A DEFAULT EXISTS ON A CONSUMER INSURANCE PREMIUM LOAN AND ANY RIGHT TO CURE THAT EXISTS HAS EXPIRED WITHOUT CURE BEING EFFECTED, THE LENDER MAY GIVE NOTICE OF CANCELLATION OF EACH INSURANCE POLICY OR CONTRACT TO BE CANCELED. IF GIVEN, THE NOTICE OF CANCELLATION SHALL BE IN WRITING AND GIVEN TO THE INSURER WHO ISSUED THE POLICY OR CONTRACT AND TO THE INSURED. THE INSURER, WITHIN TWO BUSINESS DAYS AFTER RECEIPT OF THE NOTICE OF CANCELLATION TOGETHER WITH A COPY OF

THE INSURANCE PREMIUM LOAN AGREEMENT IF NOT PREVIOUSLY GIVEN TO THE INSURER, SHALL GIVE ANY NOTICE OF CANCELLATION REQUIRED BY THE POLICY, CONTRACT, OR LAW AND, WITHIN TEN BUSINESS DAYS AFTER THE EFFECTIVE DATE OF THE CANCELLATION, PAY TO THE LENDER ANY PREMIUM UNEARNED ON THE POLICY OR CONTRACT AS OF THAT EFFECTIVE DATE. WITHIN TEN BUSINESS DAYS AFTER RECEIPT OF THE UNEARNED PREMIUM, THE LENDER SHALL PAY TO THE CONSUMER INDEBTED UPON THE INSURANCE PREMIUM LOAN ANY EXCESS OF THE UNEARNED PREMIUM RECEIVED OVER THE AMOUNT OWING BY THE CONSUMER UPON THE INSURANCE PREMIUM LOAN.

ARTICLE 4 Insurance

PART 1 INSURANCE IN GENERAL

5-4-101. Short title. THIS ARTICLE SHALL BE KNOWN AND MAY BE CITED AS "UNIFORM CONSUMER CREDIT CODE - INSURANCE".

5-4-102. Scope - relation to credit insurance act - applicability to parties.
(1) THIS ARTICLE APPLIES TO INSURANCE PROVIDED OR TO BE PROVIDED IN RELATION TO A CONSUMER CREDIT TRANSACTION.

(2) THIS ARTICLE SUPPLEMENTS AND DOES NOT REPEAL THE "CREDIT INSURANCE ACT", ARTICLE 10 OF TITLE 10, C.R.S. THE PROVISIONS OF THIS CODE CONCERNING ADMINISTRATIVE CONTROLS, LIABILITIES, AND PENALTIES DO NOT APPLY TO PERSONS ACTING AS INSURERS, AND THE SIMILAR PROVISIONS OF THE "CREDIT INSURANCE ACT" DO NOT APPLY TO CREDITORS AND CONSUMERS.

5-4-103. Definitions - "consumer credit insurance" - "Credit Insurance Act". AS USED IN THIS CODE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "CONSUMER CREDIT INSURANCE" MEANS INSURANCE, OTHER THAN INSURANCE ON PROPERTY, BY WHICH THE SATISFACTION OF DEBT IN WHOLE OR IN PART IS A BENEFIT PROVIDED BUT DOES NOT INCLUDE:

(a) INSURANCE, AS TO WHICH A FINANCE CHARGE IS IMPOSED AND PROVIDED IN RELATION TO A CREDIT TRANSACTION IN WHICH A PAYMENT IS SCHEDULED MORE THAN TEN YEARS AFTER THE EXTENSION OF CREDIT;

(b) INSURANCE ISSUED AS AN ISOLATED TRANSACTION ON THE PART OF THE INSURER NOT RELATED TO AN AGREEMENT OR PLAN FOR INSURING CONSUMERS OF THE CREDITOR; OR

(c) INSURANCE INDEMNIFYING THE CREDITOR AGAINST LOSS DUE TO THE CONSUMER'S DEFAULT.

(2) "CREDIT INSURANCE ACT" MEANS THE "CREDIT INSURANCE ACT", ARTICLE 10 OF TITLE 10, C.R.S.

5-4-104. Creditor's provision of and charge for insurance - excess amount

of charge. (1) EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE AND SUBJECT TO THE PROVISIONS ON ADDITIONAL CHARGES CONTAINED IN SECTION 5-2-202 AND MAXIMUM CHARGES CONTAINED IN SECTION 5-2-201, A CREDITOR MAY AGREE TO PROVIDE INSURANCE AND MAY CONTRACT FOR AND RECEIVE A CHARGE FOR INSURANCE SEPARATE FROM AND IN ADDITION TO OTHER CHARGES. A CREDITOR NEED NOT MAKE A SEPARATE CHARGE FOR INSURANCE PROVIDED OR REQUIRED BY THE CREDITOR. THIS CODE DOES NOT AUTHORIZE THE ISSUANCE OF ANY INSURANCE PROHIBITED UNDER ANY STATUTE, OR RULE THEREUNDER, GOVERNING THE BUSINESS OF INSURANCE.

(2) THE EXCESS AMOUNT OF A CHARGE FOR INSURANCE PROVIDED FOR IN AGREEMENTS IN VIOLATION OF THIS ARTICLE IS AN EXCESS CHARGE FOR THE PURPOSES OF:

(a) THE PROVISIONS ON REMEDIES AND PENALTIES CONTAINED IN ARTICLE 5 OF THIS TITLE AS TO EFFECT OF VIOLATIONS ON RIGHTS OF PARTIES UNDER SECTION 5-5-201; AND

(b) THE PROVISIONS ON ADMINISTRATION CONTAINED IN ARTICLE 6 OF THIS TITLE AS TO CIVIL ACTIONS BY THE ADMINISTRATOR UNDER SECTION 5-6-114.

5-4-105. Conditions applying to insurance to be provided by creditor. (1) IF A CREDITOR AGREES WITH A CONSUMER TO PROVIDE INSURANCE:

(a) THE INSURANCE SHALL BE EVIDENCED BY AN INDIVIDUAL POLICY OR CERTIFICATE OF INSURANCE DELIVERED TO THE CONSUMER OR SENT TO THE CONSUMER AT HIS OR HER ADDRESS AS STATED BY THE CONSUMER WITHIN THIRTY DAYS AFTER THE TERM OF THE INSURANCE COMMENCES UNDER THE AGREEMENT BETWEEN THE CREDITOR AND CONSUMER; OR

(b) THE CREDITOR SHALL PROMPTLY NOTIFY THE CONSUMER OF ANY FAILURE OR DELAY IN PROVIDING THE INSURANCE.

5-4-106. Unconscionability. (1) IN APPLYING THE PROVISIONS OF THIS CODE ON UNCONSCIONABILITY CONTAINED IN SECTIONS 5-5-109 AND 5-6-112 TO A SEPARATE CHARGE FOR INSURANCE, CONSIDERATION SHALL BE GIVEN, AMONG OTHER FACTORS, TO:

(a) POTENTIAL BENEFITS TO THE CONSUMER INCLUDING THE SATISFACTION OF THE CONSUMER'S OBLIGATIONS;

(b) THE CREDITOR'S NEED FOR THE PROTECTION PROVIDED BY THE INSURANCE; AND

(c) THE RELATION BETWEEN THE AMOUNT AND TERMS OF CREDIT GRANTED AND THE INSURANCE BENEFITS PROVIDED.

(2) IF CONSUMER CREDIT INSURANCE OTHERWISE COMPLIES WITH THIS ARTICLE AND OTHER APPLICABLE LAW, NEITHER THE AMOUNT NOR THE TERM OF THE INSURANCE NOR THE AMOUNT OF A CHARGE THEREFOR IS IN ITSELF UNCONSCIONABLE.

5-4-107. Maximum charge by creditor for insurance. (1) EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION, IF A CREDITOR CONTRACTS FOR OR RECEIVES A SEPARATE CHARGE FOR INSURANCE, THE AMOUNT CHARGED TO THE CONSUMER FOR THE INSURANCE MAY NOT EXCEED THE PREMIUM TO BE CHARGED BY THE INSURER AS COMPUTED AT THE TIME THE CHARGE TO THE CONSUMER IS DETERMINED CONFORMING TO ANY RATE FILINGS REQUIRED BY LAW AND MADE BY THE INSURER WITH THE COMMISSIONER OF INSURANCE.

(2) A CREDITOR WHO PROVIDES CONSUMER CREDIT INSURANCE IN RELATION TO A REVOLVING CREDIT ACCOUNT MAY CALCULATE THE CHARGE TO THE CONSUMER IN EACH BILLING CYCLE BY APPLYING THE CURRENT PREMIUM RATE TO:

(a) THE AVERAGE DAILY UNPAID BALANCE OF THE DEBT IN THE CYCLE;

(b) THE UNPAID BALANCE OF THE DEBT OR A MEDIAN AMOUNT WITHIN A SPECIFIED RANGE OF UNPAID BALANCES OF DEBT ON APPROXIMATELY THE SAME DAY OF THE CYCLE. THE DAY OF THE CYCLE NEED NOT BE THE DAY USED IN CALCULATING THE FINANCE CHARGE, BUT THE SPECIFIED RANGE SHALL BE THE RANGE USED FOR THAT PURPOSE; OR

(c) THE UNPAID BALANCES OF THE AMOUNT FINANCED CALCULATED ACCORDING TO THE ACTUARIAL METHOD.

5-4-108. Refund or credit required - amount. (1) (a) EXCEPT AS PROVIDED IN SUBSECTION (3) OF THIS SECTION, AN APPROPRIATE REFUND OR CREDIT OF UNEARNED PREMIUMS SHALL BE MADE TO THE PERSON ENTITLED THERETO WITH RESPECT TO ANY SEPARATE CHARGE MADE TO THE CONSUMER FOR INSURANCE IF:

(I) THE INSURANCE IS NOT PROVIDED OR IS PROVIDED FOR A SHORTER TERM THAN THAT FOR WHICH THE CHARGE TO THE CONSUMER FOR INSURANCE WAS COMPUTED; OR

(II) THE INSURANCE TERMINATES PRIOR TO THE END OF THE TERM FOR WHICH IT WAS WRITTEN BECAUSE OF PREPAYMENT IN FULL OF THE INDEBTEDNESS OR THE INSURANCE TERMINATES FOR ANY OTHER REASON.

(b) ALL CONSUMER CREDIT INSURANCE SHALL TERMINATE UPON PREPAYMENT IN FULL OF THE INDEBTEDNESS.

(2) IF A REFUND OR CREDIT OF UNEARNED PREMIUMS IS REQUIRED PURSUANT TO THE PROVISIONS OF SUBSECTION (1) OF THIS SECTION:

(a) THE ORIGINAL CREDITOR, IF HE OR SHE IS THE HOLDER OF THE INDEBTEDNESS AT THE TIME OF PREPAYMENT, SHALL EITHER PROMPTLY MAKE THE APPROPRIATE REFUND OR CREDIT OR SHALL PROMPTLY NOTIFY THE CONSUMER AND THE INSURER IN WRITING THAT A REFUND OR CREDIT IS DUE. UPON THE RECEIPT OF NOTICE THAT A REFUND OR CREDIT IS DUE, THE INSURER SHALL PROMPTLY MAKE AN APPROPRIATE REFUND OR CREDIT OF UNEARNED PREMIUMS PURSUANT TO THE PROVISIONS OF SECTION 10-10-110 (2), C.R.S. FOR PURPOSES OF THIS SECTION, "ORIGINAL CREDITOR" MEANS THE PERSON TO WHOM THE INDEBTEDNESS WAS INITIALLY PAYABLE, AND "INSURER" MEANS EVERY PERSON ENGAGED AS PRINCIPAL,

INDEMNITOR, SURETY, OR CONTRACTOR IN THE BUSINESS OF MAKING CONTRACTS OF INSURANCE, EXCLUDING ANY LICENSED INSURANCE AGENT.

(b) (I) THE ASSIGNEE, IF THE INDEBTEDNESS HAS BEEN ASSIGNED, SHALL EITHER PROMPTLY MAKE THE APPROPRIATE REFUND OR CREDIT OR SHALL PROMPTLY NOTIFY THE CONSUMER, THE ORIGINAL CREDITOR, AND THE INSURER, IF KNOWN, IN WRITING THAT A REFUND OR CREDIT IS DUE. FOR THE PURPOSES OF THIS SECTION, "ASSIGNEE" MEANS A PERSON OTHER THAN THE ORIGINAL CREDITOR WHO AT THE TIME OF PREPAYMENT HOLDS THE INDEBTEDNESS.

(II) THE ORIGINAL CREDITOR, UPON RECEIPT OF NOTICE PURSUANT TO SUBPARAGRAPH (I) OF THIS PARAGRAPH (b), SHALL EITHER PROMPTLY MAKE THE APPROPRIATE REFUND OR CREDIT OR SHALL PROMPTLY NOTIFY THE INSURER IN WRITING THAT A REFUND OR CREDIT OF UNEARNED PREMIUMS IS DUE.

(c) THE INSURER, UPON THE RECEIPT OF NOTICE THAT A REFUND OR CREDIT IS DUE PURSUANT TO PARAGRAPH (a) OR (b) OF THIS SUBSECTION (2), SHALL MAKE AN APPROPRIATE REFUND OR CREDIT OF UNEARNED PREMIUMS PURSUANT TO THE PROVISIONS OF SECTION 10-10-110(2), C.R.S., AND SUBSECTION (1) OF THIS SECTION.

(d) AN ASSIGNEE OR ORIGINAL CREDITOR GIVES NOTICE PURSUANT TO THIS SECTION UPON DELIVERY OR MAILING OF THE NOTICE TO THE LAST ADDRESS PROVIDED TO HIM OR HER. ONCE AN ORIGINAL CREDITOR OR AN ASSIGNEE HAS NOTIFIED THE APPROPRIATE PARTY, AS PROVIDED IN PARAGRAPHS (a) AND (b) OF THIS SUBSECTION (2), THE ORIGINAL CREDITOR AND THE ASSIGNEE SHALL HAVE NO FURTHER OBLIGATIONS.

(3) THIS ARTICLE DOES NOT REQUIRE A REFUND OR CREDIT OF UNEARNED PREMIUMS IF:

(a) ALL REFUNDS AND CREDITS DUE TO THE DEBTOR UNDER THIS ARTICLE AMOUNT TO LESS THAN ONE DOLLAR; OR

(b) THE CHARGE FOR INSURANCE IS COMPUTED FROM TIME TO TIME ON THE OUTSTANDING BALANCE OF THE INDEBTEDNESS AND THE CHARGE RELATES TO ONLY ONE PREMIUM PERIOD.

(4) EXCEPT AS OTHERWISE REQUIRED, A REFUND OR CREDIT IS NOT REQUIRED BECAUSE:

(a) THE INSURANCE IS TERMINATED BY PAYMENT OF PROCEEDS UNDER THE POLICY; OR

(b) THE ORIGINAL CREDITOR OR ASSIGNEE PAYS OR ACCOUNTS FOR PREMIUMS TO THE INSURER IN THE AMOUNTS AND AT THE TIMES DETERMINED BY THE AGREEMENT BETWEEN THEM; OR

(c) THE ORIGINAL CREDITOR OR ASSIGNEE RECEIVES DIRECTLY OR INDIRECTLY UNDER ANY POLICY OF INSURANCE A GAIN OR ADVANTAGE NOT PROHIBITED BY LAW.

(5) IF A SINGLE TYPE OF INSURANCE IS TERMINATED BY THE PAYMENT OF PROCEEDS

UNDER THE POLICY PURSUANT TO PARAGRAPH (a) OF SUBSECTION (4) OF THIS SECTION, A REFUND OR CREDIT OF UNEARNED PREMIUMS FOR ALL OTHER TYPES OF CONSUMER CREDIT INSURANCE ISSUED ON THE SAME INDEBTEDNESS SHALL BE MADE IF SO REQUIRED BY THE PROVISIONS OF THIS SECTION AND SECTION 10-10-110 (2), C.R.S.

(6) A REFUND OR CREDIT REQUIRED BY SUBSECTION (1) OF THIS SECTION IS APPROPRIATE AS TO AMOUNT IF IT IS COMPUTED ACCORDING TO A METHOD PRESCRIBED OR APPROVED BY THE COMMISSIONER OF INSURANCE OR A FORMULA FILED BY THE INSURER WITH THE COMMISSIONER OF INSURANCE AT LEAST THIRTY DAYS BEFORE THE CONSUMER'S RIGHT TO A REFUND OR CREDIT BECOMES DETERMINABLE UNLESS THE METHOD OR FORMULA IS EMPLOYED AFTER THE COMMISSIONER OF INSURANCE NOTIFIES THE INSURER THAT HE OR SHE DISAPPROVES IT.

5-4-109. Existing insurance - choice of insurer. IF A CREDITOR REQUIRES INSURANCE, UPON NOTICE TO THE CREDITOR THE CONSUMER SHALL HAVE THE OPTION OF PROVIDING THE REQUIRED INSURANCE THROUGH AN EXISTING POLICY OF INSURANCE OWNED OR CONTROLLED BY THE CONSUMER OR THROUGH A POLICY TO BE OBTAINED AND PAID FOR BY THE CONSUMER, BUT THE CREDITOR MAY FOR REASONABLE CAUSE DECLINE THE INSURANCE PROVIDED BY THE CONSUMER.

5-4-110. Charge for insurance in connection with a deferral, refinancing, or consolidation - duplicate charges. (1) A CREDITOR MAY NOT CONTRACT FOR OR RECEIVE A SEPARATE CHARGE FOR INSURANCE IN CONNECTION WITH A DEFERRAL DESCRIBED IN SECTION 5-2-204, A REFINANCING DESCRIBED IN SECTION 5-2-205, OR A CONSOLIDATION DESCRIBED IN SECTION 5-2-206 UNLESS:

(a) THE CONSUMER AGREES AT OR BEFORE THE TIME OF THE DEFERRAL, REFINANCING, OR CONSOLIDATION THAT THE CHARGE MAY BE MADE;

(b) THE CONSUMER IS OR IS TO BE PROVIDED WITH INSURANCE FOR AN AMOUNT OR A TERM, OR INSURANCE OF A KIND, IN ADDITION TO THAT TO WHICH THE CONSUMER WOULD HAVE BEEN ENTITLED HAD THERE BEEN NO DEFERRAL, REFINANCING, OR CONSOLIDATION;

(c) THE CONSUMER RECEIVES A REFUND OR CREDIT ON ACCOUNT OF ANY UNEXPIRED TERM OF EXISTING INSURANCE IN THE AMOUNT THAT WOULD BE REQUIRED IF THE INSURANCE WERE TERMINATED UNDER SECTION 5-4-108; AND

(d) THE CHARGE DOES NOT EXCEED THE AMOUNT PERMITTED UNDER SECTION 5-4-107.

(2) A CREDITOR MAY NOT CONTRACT FOR OR RECEIVE A SEPARATE CHARGE FOR INSURANCE THAT DUPLICATES INSURANCE WITH RESPECT TO WHICH THE CREDITOR HAS PREVIOUSLY CONTRACTED FOR OR RECEIVED A SEPARATE CHARGE.

5-4-111. Cooperation between administrator and commissioner of insurance. THE ADMINISTRATOR AND THE COMMISSIONER OF INSURANCE ARE AUTHORIZED AND DIRECTED TO CONSULT AND ASSIST ONE ANOTHER IN MAINTAINING COMPLIANCE WITH THIS ARTICLE. THEY MAY JOINTLY PURSUE INVESTIGATIONS,

PROSECUTE SUITS, AND TAKE OTHER OFFICIAL ACTION, AS MAY SEEM TO THEM APPROPRIATE, IF EITHER OF THEM IS OTHERWISE EMPOWERED TO TAKE THE ACTION. IF THE ADMINISTRATOR IS INFORMED OF A VIOLATION OR SUSPECTED VIOLATION BY AN INSURER OF THIS ARTICLE OR OF THE INSURANCE LAWS, RULES, AND REGULATIONS OF THIS STATE, THE ADMINISTRATOR SHALL ADVISE THE COMMISSIONER OF INSURANCE OF THE CIRCUMSTANCES.

5-4-112. Administrative action of commissioner of insurance. (1) TO THE EXTENT THAT THE COMMISSIONER'S RESPONSIBILITY UNDER THIS ARTICLE REQUIRES, THE COMMISSIONER OF INSURANCE SHALL PROMULGATE RULES IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24, C.R.S., WITH RESPECT TO INSURERS, AND WITH RESPECT TO REFUNDS DESCRIBED IN SECTION 5-4-108, FORMS, SCHEDULES OF PREMIUM RATES AND CHARGES DESCRIBED IN SECTION 5-4-203, AND THE COMMISSIONER'S APPROVAL OR DISAPPROVAL THEREOF AND, IN CASE OF VIOLATION, MAY MAKE AN ORDER FOR COMPLIANCE.

(2) SECTIONS 24-4-102 TO 24-4-106, C.R.S., APPLY TO AND GOVERN ALL ADMINISTRATIVE ACTION TAKEN BY THE COMMISSIONER OF INSURANCE PURSUANT TO THIS SECTION.

PART 2 CONSUMER CREDIT INSURANCE

5-4-201. Term of insurance. (1) CONSUMER CREDIT INSURANCE PROVIDED BY A CREDITOR MAY BE SUBJECT TO THE FURNISHING OF EVIDENCE OF INSURABILITY SATISFACTORY TO THE INSURER. WHETHER OR NOT SUCH EVIDENCE IS REQUIRED, THE TERM OF THE INSURANCE SHALL COMMENCE NO LATER THAN WHEN THE CONSUMER BECOMES OBLIGATED TO THE CREDITOR OR WHEN THE CONSUMER APPLIES FOR THE INSURANCE, WHICHEVER IS LATER, EXCEPT AS FOLLOWS:

(a) IF ANY REQUIRED EVIDENCE OF INSURABILITY IS NOT FURNISHED UNTIL MORE THAN THIRTY DAYS AFTER THE TERM WOULD OTHERWISE COMMENCE, THE TERM MAY COMMENCE ON THE DATE WHEN THE INSURER DETERMINES THE EVIDENCE TO BE SATISFACTORY; OR

(b) IF THE CREDITOR PROVIDES INSURANCE NOT PREVIOUSLY PROVIDED COVERING DEBTS PREVIOUSLY CREATED, THE TERM MAY COMMENCE ON THE EFFECTIVE DATE OF THE POLICY.

(2) THE ORIGINALLY SCHEDULED TERM OF THE INSURANCE SHALL EXTEND AT LEAST UNTIL THE DUE DATE OF THE LAST SCHEDULED PAYMENT OF THE DEBT EXCEPT AS FOLLOWS:

(a) IF THE INSURANCE RELATES TO A REVOLVING CREDIT ACCOUNT, THE TERM NEED EXTEND ONLY UNTIL THE PAYMENT OF THE DEBT UNDER THE ACCOUNT AND MAY BE SOONER TERMINATED AFTER AT LEAST THIRTY DAYS' NOTICE TO THE CONSUMER; OR

(b) IF THE CONSUMER IS ADVISED IN WRITING THAT THE INSURANCE WILL BE WRITTEN FOR A SPECIFIED SHORTER TIME, THE TERM NEED EXTEND ONLY UNTIL THE END OF THE SPECIFIED TIME.

(3) THE TERM OF THE INSURANCE SHALL NOT EXTEND MORE THAN THIRTY DAYS AFTER THE ORIGINALLY SCHEDULED DUE DATE OF THE LAST SCHEDULED PAYMENT OF THE DEBT UNLESS IT IS EXTENDED WITHOUT ADDITIONAL COST TO THE CONSUMER OR AS AN INCIDENT TO A DEFERRAL, REFINANCING, OR CONSOLIDATION.

5-4-202. Amount of insurance. (1) EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION:

(a) IN THE CASE OF CONSUMER CREDIT INSURANCE PROVIDING LIFE COVERAGE, THE AMOUNT OF INSURANCE MAY NOT INITIALLY EXCEED THE DEBT AND, IF THE DEBT IS PAYABLE IN INSTALLMENTS, MAY NOT AT ANY TIME EXCEED THE GREATER OF THE SCHEDULED OR ACTUAL AMOUNT OF THE DEBT; OR

(b) IN THE CASE OF ANY OTHER CONSUMER CREDIT INSURANCE, THE TOTAL AMOUNT OF PERIODIC BENEFITS PAYABLE MAY NOT EXCEED THE TOTAL OF SCHEDULED UNPAID INSTALLMENTS OF THE DEBT, AND THE AMOUNT OF ANY PERIODIC BENEFIT MAY NOT EXCEED THE ORIGINAL AMOUNT OF DEBT DIVIDED BY THE NUMBER OF PERIODIC INSTALLMENTS IN WHICH IT IS PAYABLE.

(2) IF CONSUMER CREDIT INSURANCE IS PROVIDED IN CONNECTION WITH A REVOLVING CREDIT ACCOUNT, THE AMOUNTS PAYABLE AS INSURANCE BENEFITS MAY BE REASONABLY COMMENSURATE WITH THE AMOUNT OF DEBT AS IT EXISTS FROM TIME TO TIME. IF CONSUMER CREDIT INSURANCE IS PROVIDED IN CONNECTION WITH A COMMITMENT TO GRANT CREDIT IN THE FUTURE, THE AMOUNTS PAYABLE AS INSURANCE BENEFITS MAY BE REASONABLY COMMENSURATE WITH THE TOTAL FROM TIME TO TIME OF THE AMOUNT OF DEBT AND THE AMOUNT OF THE COMMITMENT.

5-4-203. Filing and approval of rates and forms. (1) A CREDITOR MAY NOT USE A FORM OR A SCHEDULE OF PREMIUM RATES OR CHARGES, THE FILING OF WHICH IS REQUIRED BY THIS SECTION, IF THE COMMISSIONER OF INSURANCE HAS DISAPPROVED THE FORM OR SCHEDULE AND HAS NOTIFIED THE INSURER OF THE COMMISSIONER'S DISAPPROVAL. A CREDITOR MAY NOT USE A FORM OR SCHEDULE UNLESS:

(a) THE FORM OR SCHEDULE HAS BEEN ON FILE WITH THE COMMISSIONER OF INSURANCE FOR THIRTY DAYS OR HAS EARLIER BEEN APPROVED BY THE COMMISSIONER; AND

(b) THE INSURER HAS COMPLIED WITH THIS SECTION WITH RESPECT TO THE INSURANCE.

(2) EXCEPT AS PROVIDED IN SUBSECTION (3) OF THIS SECTION, ALL POLICIES, CERTIFICATES OF INSURANCE, NOTICES OF PROPOSED INSURANCE, APPLICATIONS FOR INSURANCE, ENDORSEMENTS AND RIDERS RELATING TO CONSUMER CREDIT INSURANCE DELIVERED OR ISSUED FOR DELIVERY IN THIS STATE, AND THE SCHEDULES OF PREMIUM RATES OR CHARGES PERTAINING THERETO SHALL BE FILED BY THE INSURER WITH THE COMMISSIONER OF INSURANCE. WITHIN THIRTY DAYS AFTER THE FILING OF ANY FORM OR SCHEDULE, THE COMMISSIONER SHALL DISAPPROVE IT IF THE PREMIUM RATES OR CHARGES ARE UNREASONABLE IN RELATION TO THE BENEFITS PROVIDED UNDER THE FORM OR IF THE FORM CONTAINS PROVISIONS THAT ARE UNJUST, UNFAIR, INEQUITABLE, OR DECEPTIVE OR ENCOURAGE MISREPRESENTATION OF THE COVERAGE

OR ARE CONTRARY TO ANY PROVISION OF TITLE 10, C.R.S., OR OF ANY RULE OR REGULATION PROMULGATED THEREUNDER. A PREMIUM RATE OR SCHEDULE OF PREMIUM RATES SHALL BE DEEMED REASONABLE FOR ALL PURPOSES UNDER THIS CODE IF THE RATE OR SCHEDULE PRODUCES OR REASONABLY MAY BE EXPECTED TO PRODUCE A RATIO OF INCURRED CLAIMS TO EARNED PREMIUM OF NOT LESS THAN FORTY PERCENT.

(3) IF A GROUP POLICY HAS BEEN DELIVERED IN ANOTHER STATE, THE FORMS TO BE FILED BY THE INSURER WITH THE COMMISSIONER OF INSURANCE ARE THE GROUP CERTIFICATES AND NOTICES OF PROPOSED INSURANCE. THE COMMISSIONER SHALL APPROVE THEM IF:

(a) THEY PROVIDE THE INFORMATION THAT WOULD BE REQUIRED IF THE GROUP POLICY WERE DELIVERED IN THIS STATE; AND

(b) THE APPLICABLE PREMIUM RATES OR CHARGES DO NOT EXCEED THOSE ESTABLISHED BY THE COMMISSIONER'S RULES OR REGULATIONS.

PART 3 PROPERTY AND LIABILITY INSURANCE

5-4-301. Property insurance. (1) A CREDITOR MAY NOT CONTRACT FOR OR RECEIVE A SEPARATE CHARGE FOR INSURANCE AGAINST LOSS OF OR DAMAGE TO PROPERTY UNLESS:

(a) THE INSURANCE COVERS A SUBSTANTIAL RISK OF LOSS OF OR DAMAGE TO PROPERTY RELATED TO THE CREDIT TRANSACTION;

(b) THE AMOUNT, TERMS, AND CONDITIONS OF THE INSURANCE ARE REASONABLE IN RELATION TO THE CHARACTER AND VALUE OF THE PROPERTY INSURED OR TO BE INSURED; AND

(c) THE TERM OF THE INSURANCE IS REASONABLE IN RELATION TO THE TERMS OF CREDIT.

(2) THE TERM OF THE INSURANCE IS REASONABLE IF IT IS CUSTOMARY AND DOES NOT EXTEND SUBSTANTIALLY BEYOND A SCHEDULED MATURITY.

(3) A CREDITOR MAY NOT CONTRACT FOR OR RECEIVE A SEPARATE CHARGE FOR INSURANCE AGAINST LOSS OF OR DAMAGE TO PROPERTY UNLESS THE AMOUNT FINANCED EXCLUSIVE OF CHARGES FOR THE INSURANCE IS ONE THOUSAND DOLLARS OR MORE AND THE VALUE OF THE PROPERTY IS ONE THOUSAND DOLLARS OR MORE.

5-4-302. Insurance on creditor's interest only. IF A CREDITOR CONTRACTS FOR OR RECEIVES A SEPARATE CHARGE FOR INSURANCE AGAINST LOSS OF OR DAMAGE TO PROPERTY, THE RISK OF LOSS OR DAMAGE NOT WILLFULLY CAUSED BY THE CONSUMER IS ON THE CONSUMER ONLY TO THE EXTENT OF ANY DEFICIENCY IN THE EFFECTIVE COVERAGE OF THE INSURANCE EVEN THOUGH THE INSURANCE COVERS ONLY THE INTEREST OF THE CREDITOR.

5-4-303. Liability insurance. A CREDITOR MAY NOT CONTRACT FOR OR RECEIVE

A SEPARATE CHARGE FOR INSURANCE AGAINST LIABILITY UNLESS THE INSURANCE COVERS A SUBSTANTIAL RISK OF LIABILITY ARISING OUT OF THE OWNERSHIP OR USE OF PROPERTY RELATED TO THE CREDIT TRANSACTION.

5-4-304. Cancellation by creditor. THIS SECTION DOES NOT APPLY TO AN INSURANCE PREMIUM LOAN. A CREDITOR SHALL NOT REQUEST CANCELLATION OF A POLICY OF PROPERTY OR LIABILITY INSURANCE EXCEPT AFTER THE CONSUMER'S DEFAULT OR IN ACCORDANCE WITH A WRITTEN AUTHORIZATION BY THE CONSUMER, AND IN EITHER CASE THE CANCELLATION DOES NOT TAKE EFFECT UNTIL WRITTEN NOTICE IS DELIVERED TO THE CONSUMER OR MAILED TO THE CONSUMER AT HIS OR HER ADDRESS AS STATED BY THE CONSUMER. THE NOTICE SHALL STATE THAT THE POLICY MAY BE CANCELED ON A DATE NOT LESS THAN TEN DAYS AFTER THE NOTICE IS DELIVERED OR, IF THE NOTICE IS MAILED, NOT LESS THAN THIRTEEN DAYS AFTER IT IS MAILED.

ARTICLE 5 Remedies and Penalties

PART 1 LIMITATIONS ON CREDITORS' REMEDIES

5-5-101. Short title. THIS ARTICLE SHALL BE KNOWN AND MAY BE CITED AS THE "UNIFORM CONSUMER CREDIT CODE - REMEDIES AND PENALTIES".

5-5-102. Scope. THIS PART 1 APPLIES TO ACTIONS OR OTHER PROCEEDINGS TO ENFORCE RIGHTS ARISING FROM CONSUMER CREDIT TRANSACTIONS.

5-5-103. Restrictions on deficiency judgments in consumer credit sales.
(1) THIS SECTION APPLIES TO A CONSUMER CREDIT SALE OF GOODS OR SERVICES. A CONSUMER IS NOT LIABLE FOR A DEFICIENCY UNLESS THE CREDITOR HAS DISPOSED OF THE GOODS IN ACCORDANCE WITH THE PROVISIONS ON THE DISPOSITION OF COLLATERAL OF THE "UNIFORM COMMERCIAL CODE" CONTAINED IN PART 5 OF ARTICLE 9 OF TITLE 4, C.R.S.

(2) IF THE CREDITOR REPOSSESSES, WITH OR WITHOUT THE AID OF JUDICIAL PROCESS, OR VOLUNTARILY ACCEPTS SURRENDER OF GOODS THAT WERE THE SUBJECT OF THE SALE AND IN WHICH THE CREDITOR HAS A SECURITY INTEREST, THE PARTIES OBLIGATED ARE NOT PERSONALLY LIABLE TO THE CREDITOR FOR THE UNPAID BALANCE OF THE DEBT ARISING FROM THE SALE OF A COMMERCIAL UNIT OF GOODS OF WHICH THE CASH SALE PRICE WAS THREE THOUSAND DOLLARS OR LESS, AND THE CREDITOR'S DUTY TO DISPOSE OF THE COLLATERAL IS GOVERNED BY THE PROVISIONS ON THE DISPOSITION OF COLLATERAL OF THE "UNIFORM COMMERCIAL CODE" CONTAINED IN PART 5 OF ARTICLE 9 OF TITLE 4, C.R.S.

(3) IF THE CREDITOR REPOSSESSES, WITH OR WITHOUT THE AID OF JUDICIAL PROCESS, OR VOLUNTARILY ACCEPTS SURRENDER OF GOODS THAT WERE NOT THE SUBJECT OF THE SALE BUT IN WHICH THE CREDITOR HAS A SECURITY INTEREST TO SECURE A DEBT ARISING FROM A SALE OF GOODS OR SERVICES OR A COMBINED SALE OF GOODS AND SERVICES AND THE CASH PRICE OF THE SALE WAS TWO THOUSAND ONE HUNDRED DOLLARS OR LESS, THE PARTIES OBLIGATED ARE NOT PERSONALLY LIABLE TO THE CREDITOR FOR THE UNPAID BALANCE OF THE DEBT ARISING FROM THE SALE,

AND THE CREDITOR'S DUTY TO DISPOSE OF THE COLLATERAL IS GOVERNED BY THE PROVISIONS ON DISPOSITION OF COLLATERAL OF THE "UNIFORM COMMERCIAL CODE" CONTAINED IN PART 5 OF ARTICLE 9 OF TITLE 4, C.R.S.

(4) FOR THE PURPOSE OF DETERMINING THE UNPAID BALANCE OF CONSOLIDATED DEBTS OR DEBTS PURSUANT TO REVOLVING CREDIT ACCOUNTS, THE ALLOCATION OF PAYMENTS TO A DEBT SHALL BE DETERMINED IN THE SAME MANNER AS PROVIDED FOR DETERMINING THE AMOUNT OF DEBTS SECURED BY VARIOUS SECURITY INTERESTS UNDER SECTIONS 5-3-202 AND 5-3-203.

(5) THE CONSUMER MAY BE LIABLE IN DAMAGES TO THE CREDITOR IF THE CONSUMER HAS MISUSED, ABUSED, OR WRONGFULLY DAMAGED THE COLLATERAL OR IF, AFTER DEFAULT AND DEMAND IN WRITING, THE CONSUMER HAS WRONGFULLY FAILED TO MAKE THE COLLATERAL AVAILABLE TO THE CREDITOR. NOTHING IN THIS SECTION SHALL LIMIT OR RESTRICT THE REMEDIES OF THE HOLDERS OF A SECURITY INTEREST FOR DAMAGE TO THE COLLATERAL BECAUSE OF CONVERSION, DESTRUCTION, OR OTHER WRONGFUL ACTS.

(6) IF THE CREDITOR ELECTS TO BRING AN ACTION AGAINST THE CONSUMER FOR A DEBT ARISING FROM A CONSUMER CREDIT SALE OF GOODS OR SERVICES, WHEN UNDER THIS SECTION THE CREDITOR WOULD NOT BE ENTITLED TO A DEFICIENCY JUDGMENT IF THE CREDITOR TOOK POSSESSION OF THE COLLATERAL, AND OBTAINS JUDGMENT:

(a) THE CREDITOR MAY NOT TAKE POSSESSION OF THE COLLATERAL; AND

(b) THE COLLATERAL IS NOT SUBJECT TO LEVY OR SALE ON EXECUTION OR SIMILAR PROCEEDINGS PURSUANT TO THE JUDGMENT.

5-5-104. Insecurity and impaired collateral. (1) IF A CREDITOR TAKES POSSESSION OF ANY COLLATERAL BECAUSE THE CREDITOR DEEMS HIMSELF OR HERSELF INSECURE OR BECAUSE THE CREDITOR FEELS HIS OR HER COLLATERAL IS IMPAIRED, AND THE CREDITOR FAILS TO PROVE THAT, AT THE TIME POSSESSION WAS TAKEN, THE CREDITOR, IN GOOD FAITH, HAD REASONABLE CAUSE TO BELIEVE THAT HE OR SHE WAS INSECURE OR THAT HIS OR HER COLLATERAL WAS IMPAIRED:

(a) THE CREDITOR SHALL BE LIABLE TO THE CONSUMER FOR COURT COSTS AND ATTORNEY FEES AS DETERMINED BY THE COURT; AND

(b) THE CONSUMER SHALL NOT BE LIABLE FOR ANY FINANCE CHARGE INCURRED DURING THE PERIOD THE CONSUMER IS WITHOUT USE OF THE COLLATERAL.

5-5-105. No garnishment before judgment. PRIOR TO ENTRY OF JUDGMENT IN AN ACTION AGAINST THE CONSUMER FOR DEBT ARISING FROM A CONSUMER CREDIT TRANSACTION, THE CREDITOR MAY NOT REPLEVIN GOODS, EXCEPT MOTOR VEHICLES, OF THE CONSUMER WITH THE USE OF FORCE FROM A DWELLING UPON AN EX PARTE ORDER OF COURT OR ATTACH UNPAID EARNINGS OF THE CONSUMER BY GARNISHMENT OR LIKE PROCEEDINGS.

5-5-106. Limitation on garnishment. (1) FOR THE PURPOSES OF THIS PART 1:

(a) "DISPOSABLE EARNINGS" MEANS THAT PART OF THE EARNINGS OF AN

INDIVIDUAL REMAINING AFTER THE DEDUCTION FROM THOSE EARNINGS OF AMOUNTS REQUIRED BY LAW TO BE WITHHELD.

(b) "GARNISHMENT" MEANS ANY LEGAL OR EQUITABLE PROCEDURE THROUGH WHICH THE EARNINGS OF AN INDIVIDUAL ARE REQUIRED TO BE WITHHELD FOR PAYMENT OF A DEBT.

(2) THE MAXIMUM PART OF THE AGGREGATE DISPOSABLE EARNINGS OF AN INDIVIDUAL FOR ANY WORK WEEK THAT IS SUBJECTED TO GARNISHMENT TO ENFORCE PAYMENT OF A JUDGMENT ARISING FROM A CONSUMER CREDIT TRANSACTION MAY NOT EXCEED THE LESSER OF:

(a) TWENTY-FIVE PERCENT OF THE INDIVIDUAL'S DISPOSABLE EARNINGS FOR THAT WEEK; OR

(b) THE AMOUNT BY WHICH THE INDIVIDUAL'S DISPOSABLE EARNINGS FOR THAT WEEK EXCEED THIRTY TIMES THE FEDERAL MINIMUM HOURLY WAGE PRESCRIBED BY SECTION 206 (a) (1) OF THE "FAIR LABOR STANDARDS ACT OF 1938", 29 U.S.C. SEC. 201 ET SEC., IN EFFECT AT THE TIME THE EARNINGS ARE PAYABLE.

(c) IN THE CASE OF EARNINGS FOR A PAY PERIOD OTHER THAN A WEEK, THE ADMINISTRATOR MAY PRESCRIBE BY RULE A MULTIPLE OF THE FEDERAL MINIMUM HOURLY WAGE EQUIVALENT IN EFFECT TO THAT SET FORTH IN PARAGRAPH (b) OF THIS SUBSECTION (2).

(3) NO COURT MAY MAKE, EXECUTE, OR ENFORCE AN ORDER OR PROCESS IN VIOLATION OF THIS SECTION.

(4) IT SHALL NOT BE NECESSARY FOR ANY INDIVIDUAL TO CLAIM THE EXEMPTIONS FOR THAT PORTION OF THE AGGREGATE DISPOSABLE EARNINGS THAT ARE NOT SUBJECT TO GARNISHMENT AS SET FORTH IN SUBSECTION (2) OF THIS SECTION, AND SUCH EXEMPTION FROM GARNISHMENT SHALL BE SELF-EXECUTING IN ANY GARNISHMENT PROCEDURE.

(5) THIS SECTION DOES NOT REPEAL, ALTER, OR AFFECT OTHER STATUTES OF THIS STATE PROHIBITING GARNISHMENTS OR PROVIDING FOR LARGER EXEMPTIONS FROM GARNISHMENTS THAN ARE ALLOWED UNDER THIS SECTION.

5-5-107. No discharge from employment for garnishment. NO EMPLOYER SHALL DISCHARGE AN EMPLOYEE FOR THE REASON THAT A CREDITOR OF THE EMPLOYEE HAS SUBJECTED OR ATTEMPTED TO SUBJECT UNPAID EARNINGS OF THE EMPLOYEE TO GARNISHMENT OR LIKE PROCEEDINGS DIRECTED TO THE EMPLOYER FOR THE PURPOSE OF PAYING A JUDGMENT ARISING FROM A CONSUMER CREDIT TRANSACTION.

5-5-108. Extortionate extensions of credit. (1) IF IT IS THE UNDERSTANDING OF THE CREDITOR AND THE CONSUMER AT THE TIME AN EXTENSION OF CREDIT IS MADE THAT DELAY IN MAKING REPAYMENT OR FAILURE TO MAKE REPAYMENT COULD RESULT IN THE USE OF VIOLENCE OR OTHER CRIMINAL MEANS TO CAUSE HARM TO THE PERSON, REPUTATION, OR PROPERTY OF ANY PERSON, THE REPAYMENT OF THE EXTENSION OF CREDIT IS UNENFORCEABLE THROUGH CIVIL JUDICIAL PROCESSES

AGAINST THE CONSUMER.

(2) IF IT IS SHOWN THAT AN EXTENSION OF CREDIT WAS MADE AT AN ANNUAL PERCENTAGE RATE EXCEEDING FORTY-FIVE PERCENT CALCULATED ACCORDING TO THE ACTUARIAL METHOD AND THAT THE CREDITOR THEN HAD A REPUTATION FOR THE USE OR THREAT OF USE OF VIOLENCE OR OTHER CRIMINAL MEANS TO CAUSE HARM TO THE PERSON, REPUTATION, OR PROPERTY OF ANY PERSON TO COLLECT EXTENSIONS OF CREDIT OR TO PUNISH THE NONPAYMENT THEREOF, THERE IS PRIMA FACIE EVIDENCE THAT THE EXTENSION OF CREDIT WAS UNENFORCEABLE UNDER SUBSECTION (1) OF THIS SECTION.

5-5-109. Unconscionability - inducement by unconscionable conduct - unconscionable debt collection. (1) WITH RESPECT TO A TRANSACTION THAT IS, GIVES RISE TO, OR LEADS THE CONSUMER TO BELIEVE WILL GIVE RISE TO A CONSUMER CREDIT TRANSACTION, IF THE COURT AS A MATTER OF LAW FINDS:

(a) THE AGREEMENT OR TRANSACTION TO HAVE BEEN UNCONSCIONABLE AT THE TIME IT WAS MADE, OR TO HAVE BEEN INDUCED BY UNCONSCIONABLE CONDUCT, THE COURT MAY REFUSE TO ENFORCE THE AGREEMENT; OR

(b) ANY TERM OR PART OF THE AGREEMENT OR TRANSACTION TO HAVE BEEN UNCONSCIONABLE AT THE TIME IT WAS MADE, THE COURT MAY REFUSE TO ENFORCE THE AGREEMENT, ENFORCE THE REMAINDER OF THE AGREEMENT WITHOUT THE UNCONSCIONABLE TERM OR PART, OR SO LIMIT THE APPLICATION OF ANY UNCONSCIONABLE TERM OR PART AS TO AVOID ANY UNCONSCIONABLE RESULT.

(2) WITH RESPECT TO A CONSUMER CREDIT TRANSACTION, IF THE COURT AS A MATTER OF LAW FINDS THAT A PERSON HAS ENGAGED IN, IS ENGAGING IN, OR IS LIKELY TO ENGAGE IN UNCONSCIONABLE CONDUCT IN COLLECTING A DEBT ARISING FROM THAT TRANSACTION, THE COURT MAY GRANT AN INJUNCTION AND AWARD THE CONSUMER ANY ACTUAL DAMAGES THE CONSUMER HAS SUSTAINED.

(3) IF IT IS CLAIMED OR APPEARS TO THE COURT THAT THE AGREEMENT OR TRANSACTION OR ANY TERM OR PART THEREOF MAY BE UNCONSCIONABLE OR THAT A PERSON HAS ENGAGED IN, IS ENGAGING IN, OR IS LIKELY TO ENGAGE IN UNCONSCIONABLE CONDUCT IN COLLECTING A DEBT, THE PARTIES SHALL BE AFFORDED A REASONABLE OPPORTUNITY TO PRESENT EVIDENCE AS TO THE SETTING, PURPOSE, AND EFFECT OF THE AGREEMENT OR TRANSACTION OR TERM OR PART THEREOF OR OF THE CONDUCT TO AID THE COURT IN MAKING THE DETERMINATION.

(4) IN APPLYING SUBSECTION (2) OF THIS SECTION, CONSIDERATION SHALL BE GIVEN TO EACH OF THE FOLLOWING FACTORS, AMONG OTHERS, AS APPLICABLE:

(a) USING OR THREATENING TO USE FORCE OR VIOLENCE AGAINST THE CONSUMER OR MEMBERS OF THE CONSUMER'S FAMILY;

(b) COMMUNICATING WITH THE CONSUMER OR A MEMBER OF THE CONSUMER'S FAMILY AT FREQUENT INTERVALS OR AT UNUSUAL HOURS OR UNDER OTHER CIRCUMSTANCES SO THAT IT IS A REASONABLE INFERENCE THAT THE PRIMARY PURPOSE OF THE COMMUNICATION WAS TO HARASS THE CONSUMER;

(c) USING FRAUDULENT, DECEPTIVE, OR MISLEADING REPRESENTATIONS SUCH AS A COMMUNICATION THAT SIMULATES LEGAL PROCESS OR THAT GIVES THE APPEARANCE OF BEING AUTHORIZED, ISSUED, OR APPROVED BY A GOVERNMENT, GOVERNMENTAL AGENCY, OR ATTORNEY AT LAW WHEN IT IS NOT OR THREATENING OR ATTEMPTING TO ENFORCE A RIGHT WITH KNOWLEDGE OR REASON TO KNOW THAT THE RIGHT DOES NOT EXIST;

(d) CAUSING OR THREATENING TO CAUSE INJURY TO THE CONSUMER'S REPUTATION OR ECONOMIC STATUS BY:

(I) DISCLOSING INFORMATION AFFECTING THE CONSUMER'S REPUTATION FOR CREDIT WORTHINESS WITH KNOWLEDGE OR REASON TO KNOW THAT THE INFORMATION IS FALSE;

(II) COMMUNICATING WITH THE CONSUMER'S EMPLOYER BEFORE OBTAINING A FINAL JUDGMENT AGAINST THE DEBTOR, EXCEPT, AS PERMITTED BY STATUTE, TO VERIFY THE CONSUMER'S EMPLOYMENT, TO ASCERTAIN THE CONSUMER'S WHEREABOUTS, OR TO REQUEST THAT THE CONSUMER CONTACT THE CREDITOR;

(III) DISCLOSING TO A PERSON, WITH KNOWLEDGE OR REASON TO KNOW THAT THE PERSON DOES NOT HAVE A LEGITIMATE BUSINESS NEED FOR THE INFORMATION, OR IN ANY WAY PROHIBITED BY STATUTE, INFORMATION AFFECTING THE CONSUMER'S CREDIT OR OTHER REPUTATION; OR

(IV) DISCLOSING INFORMATION CONCERNING THE EXISTENCE OF A DEBT KNOWN TO BE DISPUTED BY THE CONSUMER WITHOUT DISCLOSING THAT FACT;

(e) ENGAGING IN CONDUCT WITH KNOWLEDGE THAT LIKE CONDUCT HAS BEEN RESTRAINED OR ENJOINED BY A COURT IN A CIVIL ACTION BY THE ADMINISTRATOR AGAINST ANY PERSON PURSUANT TO THE PROVISIONS ON INJUNCTIONS AGAINST FRAUDULENT OR UNCONSCIONABLE AGREEMENTS OR CONDUCT CONTAINED IN SECTION 5-6-112.

(5) IF, IN AN ACTION IN WHICH UNCONSCIONABILITY IS CLAIMED, THE COURT FINDS UNCONSCIONABILITY PURSUANT TO SUBSECTION (1) OR (2) OF THIS SECTION, THE COURT MAY AWARD REASONABLE FEES TO THE ATTORNEY FOR THE CONSUMER. IF THE COURT DOES NOT FIND UNCONSCIONABILITY AND THE CONSUMER CLAIMING UNCONSCIONABILITY HAS BROUGHT OR MAINTAINED AN ACTION THE CONSUMER KNEW TO BE GROUNDLESS, THE COURT MAY AWARD REASONABLE FEES TO THE ATTORNEY FOR THE PARTY AGAINST WHOM THE CLAIM IS MADE. IN DETERMINING ATTORNEY FEES, THE AMOUNT OF THE RECOVERY ON BEHALF OF THE CONSUMER IS NOT CONTROLLING.

(6) THE REMEDIES OF THIS SECTION ARE IN ADDITION TO REMEDIES OTHERWISE AVAILABLE FOR THE SAME CONDUCT UNDER LAWS OTHER THAN THIS CODE, BUT DOUBLE RECOVERY OF ACTUAL DAMAGES MAY NOT BE HAD.

(7) FOR THE PURPOSE OF THIS SECTION, A CHARGE OR PRACTICE EXPRESSLY PERMITTED BY THIS CODE IS NOT IN ITSELF UNCONSCIONABLE.

5-5-110. Notice of right to cure. (1) WITH RESPECT TO A CONSUMER CREDIT

TO THIS SECTION SHALL BE MODIFIED TO STATE THAT THE CONSUMER IS LATE IN MAKING HIS OR HER PAYMENT, INCLUDE THE CONSUMER'S NAME, AND THAT IF THE AMOUNT NOW DUE IS NOT PAID BY THE LAST DATE FOR PAYMENT, THE CREDITOR MAY EXERCISE ITS RIGHTS AGAINST THE CONSUMER, COSIGNER, OR BOTH.

5-5-111. Cure of default. (1) WITH RESPECT TO A CONSUMER CREDIT TRANSACTION, EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION, AFTER A DEFAULT CONSISTING ONLY OF THE CONSUMER'S FAILURE TO MAKE A REQUIRED PAYMENT, A CREDITOR, BECAUSE OF THAT DEFAULT, MAY NEITHER ACCELERATE MATURITY OF THE UNPAID BALANCE OF THE OBLIGATION NOR TAKE POSSESSION OF OR OTHERWISE ENFORCE A SECURITY INTEREST IN THE GOODS OR THE MOBILE HOME THAT ARE COLLATERAL UNTIL TWENTY DAYS AFTER GIVING THE CONSUMER A NOTICE OF RIGHT TO CURE DESCRIBED IN SECTION 5-5-110. UNTIL THE EXPIRATION OF THE MINIMUM APPLICABLE PERIOD AFTER THE NOTICE IS GIVEN, ALL DEFAULTS CONSISTING OF A FAILURE TO MAKE THE REQUIRED PAYMENT MAY BE CURED BY TENDERING TO THE CREDITOR THE AMOUNT OF ALL UNPAID SUMS DUE AT THE TIME OF THE TENDER, WITHOUT ACCELERATION, PLUS ANY UNPAID DELINQUENCY OR DEFERRAL CHARGES. CURE RESTORES THE CONSUMER TO HIS OR HER RIGHTS UNDER THE AGREEMENT AS THOUGH THE DEFAULTS HAD NOT OCCURRED.

(2) WITH RESPECT TO DEFAULTS ON THE SAME OBLIGATION, OTHER THAN DEFAULTS ON AN OBLIGATION SECURED BY A MOBILE HOME, AFTER A CREDITOR HAS ONCE GIVEN THE CONSUMER A NOTICE OF RIGHT TO CURE DESCRIBED IN SECTION 5-5-110, THIS SECTION GIVES NO RIGHT TO CURE AND IMPOSES NO LIMITATION ON THE CREDITOR'S RIGHT TO PROCEED AGAINST THE CONSUMER OR GOODS THAT ARE COLLATERAL WITH RESPECT TO ANY SUBSEQUENT DEFAULT THAT OCCURS WITHIN TWELVE MONTHS OF SUCH NOTICE. WITH RESPECT TO DEFAULTS ON THE SAME OBLIGATION THAT IS SECURED BY A MOBILE HOME, THIS SECTION GIVES NO RIGHT TO CURE AND IMPOSES NO LIMITATION ON THE CREDITOR'S RIGHT TO PROCEED AGAINST THE CONSUMER OR GOODS THAT ARE COLLATERAL WITH RESPECT TO ANY THIRD DEFAULT THAT OCCURS WITHIN TWELVE MONTHS OF SUCH NOTICE. FOR THE PURPOSE OF THIS SECTION, IN CONNECTION WITH REVOLVING CREDIT ACCOUNTS, THE OBLIGATION IS THE CONSUMER'S ACCOUNT, AND THERE IS NO RIGHT TO CURE AND NO LIMITATION ON THE CREDITOR'S RIGHTS WITH RESPECT TO ANY DEFAULT THAT OCCURS WITHIN TWELVE MONTHS AFTER AN EARLIER DEFAULT AS TO WHICH A CREDITOR HAS GIVEN THE CONSUMER NOTICE OF RIGHT TO CURE.

(3) UNLESS A CREDITOR HAS PROVIDED THE COSIGNOR ON A CONSUMER CREDIT TRANSACTION WITH A NOTICE OF RIGHT TO CURE THAT COMPLIES WITH SECTION 5-5-110 AND THIS SECTION, IN ADDITION TO THE NOTICE OF RIGHT TO CURE PROVIDED TO THE CONSUMER, THE CREDITOR MAY NEITHER ACCELERATE MATURITY OF THE UNPAID BALANCE OF THE OBLIGATION AS TO THE COSIGNOR NOR REPORT THAT AMOUNT ON THE COSIGNOR'S CONSUMER REPORT WITH A CONSUMER REPORTING AGENCY AS DEFINED IN SECTION 12-14.3-102, C.R.S., AND 15 U.S.C. SEC. 1681a.

(4) THIS SECTION AND THE PROVISIONS ON WAIVER, AGREEMENTS TO FOREGO RIGHTS, AND SETTLEMENT OF CLAIMS DO NOT PROHIBIT A CONSUMER FROM VOLUNTARILY SURRENDERING POSSESSION OF GOODS THAT ARE COLLATERAL AND THE CREDITOR FROM THEREAFTER ENFORCING ITS SECURITY INTEREST IN THE GOODS AT ANY TIME AFTER DEFAULT.

(5) THIS SECTION SHALL NOT APPLY TO CONSUMER CREDIT TRANSACTIONS THAT ARE PAYABLE IN FOUR OR FEWER INSTALLMENTS.

5-5-112. Attorney fees. (1) WITH RESPECT TO A CONSUMER CREDIT TRANSACTION, THE AGREEMENT MAY PROVIDE FOR THE PAYMENT BY THE CONSUMER OF REASONABLE ATTORNEY FEES NOT IN EXCESS OF FIFTEEN PERCENT OF THE UNPAID DEBT AFTER DEFAULT AND REFERRAL TO AN ATTORNEY NOT A SALARIED EMPLOYEE OF THE CREDITOR OR SUCH ADDITIONAL FEE AS MAY BE DIRECTED BY THE COURT. A PROVISION IN VIOLATION OF THIS SECTION IS UNENFORCEABLE.

(2) THIS SECTION DOES NOT AUTHORIZE THE IMPOSITION OF ATTORNEY FEES FOR PREPARATION OF A NOTICE OF RIGHT TO CURE IF THE CONSUMER CURES THE DEFAULT PURSUANT TO SECTIONS 5-5-110 AND 5-5-111.

PART 2 CONSUMERS' REMEDIES

5-5-201. Effect of violations on rights of parties. (1) IF A CREDITOR HAS VIOLATED THE PROVISIONS OF THIS CODE APPLYING TO LIMITATIONS ON THE SCHEDULE OF PAYMENTS OR LOAN TERM FOR SUPERVISED LOANS CONTAINED IN SECTION 5-2-308 OR AUTHORITY TO MAKE SUPERVISED LOANS CONTAINED IN SECTION 5-2-301, THE CONSUMER IS NOT OBLIGATED TO PAY THE FINANCE CHARGE AND HAS A RIGHT TO RECOVER FROM THE PERSON VIOLATING THIS CODE OR FROM AN ASSIGNEE OF THAT PERSON'S RIGHTS WHO UNDERTAKES DIRECT COLLECTION OF PAYMENTS OR ENFORCEMENT OF RIGHTS ARISING FROM THE DEBT A PENALTY IN AN AMOUNT DETERMINED BY THE COURT NOT IN EXCESS OF THREE TIMES THE AMOUNT OF THE FINANCE CHARGE. WITH RESPECT TO VIOLATIONS ARISING FROM CONSUMER CREDIT TRANSACTIONS MADE PURSUANT TO REVOLVING CREDIT ACCOUNTS, NO ACTION PURSUANT TO THIS SUBSECTION (1) MAY BE BROUGHT MORE THAN TWO YEARS AFTER THE VIOLATION OCCURRED. WITH RESPECT TO VIOLATIONS ARISING FROM OTHER CONSUMER CREDIT TRANSACTIONS, NO ACTION PURSUANT TO THIS SUBSECTION (1) MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE DUE DATE OF THE LAST SCHEDULED PAYMENT OF THE AGREEMENT WITH RESPECT TO WHICH THE VIOLATION OCCURRED.

(2) A CONSUMER IS NOT OBLIGATED TO PAY A CHARGE IN EXCESS OF THAT ALLOWED BY THIS CODE, AND IF A CONSUMER HAS PAID AN EXCESS CHARGE HE OR SHE HAS A RIGHT TO A REFUND. A REFUND MAY BE MADE BY REDUCING THE CONSUMER'S OBLIGATION BY THE AMOUNT OF THE EXCESS CHARGE. IF THE CONSUMER HAS PAID AN AMOUNT IN EXCESS OF THE LAWFUL OBLIGATION UNDER THE AGREEMENT, THE CONSUMER MAY RECOVER THE EXCESS AMOUNT FROM THE PERSON WHO MADE THE EXCESS CHARGE OR FROM AN ASSIGNEE OF THAT PERSON'S RIGHTS WHO UNDERTAKES DIRECT COLLECTION OF PAYMENTS FROM OR ENFORCEMENT OF RIGHTS AGAINST CONSUMERS ARISING FROM THE DEBT.

(3) IF A CONSUMER IS ENTITLED TO A REFUND AND A PERSON LIABLE TO THE CONSUMER REFUSES TO MAKE A REFUND WITHIN A REASONABLE TIME AFTER DEMAND, THE CONSUMER MAY RECOVER FROM THAT PERSON A PENALTY IN AN AMOUNT DETERMINED BY A COURT NOT EXCEEDING THE GREATER OF EITHER THE AMOUNT OF THE FINANCE CHARGE OR TEN TIMES THE AMOUNT OF THE EXCESS CHARGE. IF THE CREDITOR HAS MADE AN EXCESS CHARGE IN DELIBERATE VIOLATION OF OR IN

RECKLESS DISREGARD FOR THIS CODE, THE PENALTY MAY BE RECOVERED EVEN THOUGH THE CREDITOR HAS REFUNDED THE EXCESS CHARGE. NO PENALTY PURSUANT TO THIS SUBSECTION (3) MAY BE RECOVERED IF A COURT HAS ORDERED A SIMILAR PENALTY ASSESSED AGAINST THE SAME PERSON IN A CIVIL ACTION BY THE ADMINISTRATOR DESCRIBED IN SECTION 5-6-114. WITH RESPECT TO EXCESS CHARGES ARISING FROM REVOLVING CREDIT ACCOUNTS, NO ACTION PURSUANT TO THIS SUBSECTION (3) MAY BE BROUGHT MORE THAN TWO YEARS AFTER THE TIME THE EXCESS CHARGE WAS MADE. WITH RESPECT TO EXCESS CHARGES ARISING FROM OTHER CONSUMER CREDIT TRANSACTIONS, NO ACTION PURSUANT TO THIS SUBSECTION (3) MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE DUE DATE OF THE LAST SCHEDULED PAYMENT OF THE AGREEMENT PURSUANT TO WHICH THE CHARGE WAS MADE.

(4) EXCEPT AS OTHERWISE PROVIDED, NO VIOLATION OF THIS CODE IMPAIRS RIGHTS ON A DEBT.

(5) IF AN EMPLOYER DISCHARGES AN EMPLOYEE IN VIOLATION OF THE PROVISIONS PROHIBITING DISCHARGE CONTAINED IN SECTION 5-5-107, THE EMPLOYEE MAY WITHIN NINETY DAYS BRING A CIVIL ACTION FOR RECOVERY OF WAGES LOST AS A RESULT OF THE VIOLATION AND FOR AN ORDER REQUIRING THE REINSTATEMENT OF THE EMPLOYEE. DAMAGES RECOVERABLE SHALL NOT EXCEED LOST WAGES FOR SIX WEEKS.

(6) IF THE CREDITOR ESTABLISHES BY A PREPONDERANCE OF EVIDENCE THAT A VIOLATION IS UNINTENTIONAL OR THE RESULT OF A BONA FIDE ERROR, NOTWITHSTANDING THE MAINTENANCE OF PROCEDURES REASONABLY ADOPTED TO AVOID THE ERROR, NO LIABILITY IS IMPOSED UNDER SUBSECTIONS (1) AND (3) OF THIS SECTION, AND THE VALIDITY OF THE TRANSACTION IS NOT AFFECTED.

(7) IN ANY CASE IN WHICH IT IS FOUND THAT A CREDITOR HAS VIOLATED THIS CODE, THE COURT MAY AWARD REASONABLE ATTORNEY FEES INCURRED BY THE CONSUMER.

(8) IF A CREDITOR REPEATEDLY FAILS TO PROVIDE A CONSUMER WITH A STATEMENT OF AN ANNUAL PERCENTAGE RATE OR FINANCE CHARGE AS AND TO THE EXTENT REQUIRED BY THE PROVISIONS ON DISCLOSURE CONTAINED IN SECTION 5-3-101 OF THIS CODE AND HAS RECEIVED WRITTEN NOTICE FROM THE ADMINISTRATOR OF SUCH REPEATED FAILURE, ANY SUCH SUBSEQUENT FAILURE BY THE CREDITOR SHALL RELIEVE ANY CONSUMER RECEIVING SUCH DEFECTIVE DISCLOSURE FROM ANY OBLIGATION TO PAY ANY FINANCE CHARGE IN CONNECTION WITH SUCH CONSUMER CREDIT TRANSACTION.

5-5-202. Civil liability for violation of disclosure provisions. (1) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, A CREDITOR WHO, IN VIOLATION OF THE PROVISIONS ON DISCLOSURE CONTAINED IN SECTION 5-3-101, OTHER THAN THE PROVISIONS ON ADVERTISING, FAILS TO DISCLOSE INFORMATION TO A PERSON ENTITLED TO THE INFORMATION UNDER THIS CODE IS LIABLE TO THAT PERSON IN AN AMOUNT EQUAL TO THE SUM OF:

(a) TWICE THE AMOUNT OF THE FINANCE CHARGE IN CONNECTION WITH THE TRANSACTION, BUT THE LIABILITY PURSUANT TO THIS PARAGRAPH (a) SHALL BE NOT LESS THAN ONE HUNDRED DOLLARS NOR MORE THAN ONE THOUSAND DOLLARS; AND

(b) IN THE CASE OF A SUCCESSFUL ACTION TO ENFORCE THE LIABILITY UNDER PARAGRAPH (a) OF THIS SUBSECTION (1), THE COSTS OF THE ACTION TOGETHER WITH REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

(2) A CREDITOR HAS NO LIABILITY UNDER THIS SECTION IF, WITHIN SIXTY DAYS AFTER DISCOVERING AN ERROR AND PRIOR TO THE INSTITUTION OF AN ACTION UNDER THIS SECTION OR THE RECEIPT OF WRITTEN NOTICE OF THE ERROR, THE CREDITOR NOTIFIES THE PERSON CONCERNED OF THE ERROR AND MAKES WHATEVER ADJUSTMENTS IN THE APPROPRIATE ACCOUNT ARE NECESSARY TO ASSURE THAT THE PERSON WILL NOT BE REQUIRED TO PAY A FINANCE CHARGE IN EXCESS OF THE AMOUNT OR PERCENTAGE RATE ACTUALLY DISCLOSED.

(3) A CREDITOR MAY NOT BE HELD LIABLE IN ANY ACTION BROUGHT UNDER THIS SECTION FOR A VIOLATION OF THIS CODE IF THE CREDITOR SHOWS BY A PREPONDERANCE OF EVIDENCE THAT THE VIOLATION WAS NOT INTENTIONAL AND RESULTED FROM A BONA FIDE ERROR NOTWITHSTANDING THE MAINTENANCE OF PROCEDURES REASONABLY ADAPTED TO AVOID THE ERROR.

(4) ANY ACTION THAT MAY BE BROUGHT UNDER THIS SECTION AGAINST THE ORIGINAL CREDITOR IN ANY CREDIT TRANSACTION INVOLVING A SECURITY INTEREST IN LAND MAY BE MAINTAINED AGAINST ANY SUBSEQUENT ASSIGNEE OF THE ORIGINAL CREDITOR WHERE THE ASSIGNEE, ITS SUBSIDIARIES, OR AFFILIATES WERE IN A CONTINUING BUSINESS RELATIONSHIP WITH THE ORIGINAL CREDITOR EITHER AT THE TIME THE CREDIT WAS EXTENDED OR AT THE TIME OF THE ASSIGNMENT UNLESS THE ASSIGNMENT WAS INVOLUNTARY OR THE ASSIGNEE SHOWS BY A PREPONDERANCE OF EVIDENCE THAT IT DID NOT HAVE REASONABLE GROUNDS TO BELIEVE THAT THE ORIGINAL CREDITOR WAS ENGAGED IN VIOLATIONS OF THIS CODE AND THAT IT MAINTAINED PROCEDURES REASONABLY ADAPTED TO APPRISE IT OF THE EXISTENCE OF THE VIOLATIONS.

(5) NO ACTION PURSUANT TO THIS SECTION MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE DATE OF THE OCCURRENCE OF THE VIOLATION.

(6) IN THIS SECTION, CREDITOR INCLUDES A PERSON WHO IN THE ORDINARY COURSE OF BUSINESS REGULARLY EXTENDS OR ARRANGES FOR THE EXTENSION OF CREDIT OR OFFERS TO ARRANGE FOR THE EXTENSION OF CREDIT.

(7) NO PROVISION OF THIS SECTION OR SECTION 5-5-201 IMPOSING ANY LIABILITY SHALL APPLY TO ANY ACT DONE OR OMITTED IN GOOD FAITH IN CONFORMITY WITH ANY RULE, REGULATION, INTERPRETATION, OR WRITTEN RESPONSE TO A PERSON PURSUANT TO A WRITTEN REQUEST ON BEHALF OF SUCH IDENTIFIED PERSON BY THE ADMINISTRATOR OR THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM PURSUANT TO THE FEDERAL "TRUTH IN LENDING ACT" OR FEDERAL "CONSUMER LEASING ACT", NOTWITHSTANDING THAT, AFTER SUCH ACT OR OMISSION HAS OCCURRED, SUCH RULE, REGULATION, INTERPRETATION, OR WRITTEN RESPONSE IS AMENDED, RESCINDED, OR DETERMINED BY JUDICIAL OR OTHER AUTHORITY TO BE INVALID FOR ANY REASON.

(8) THE MULTIPLE FAILURE TO DISCLOSE TO ANY PERSON ANY INFORMATION REQUIRED UNDER THIS CODE TO BE DISCLOSED IN CONNECTION WITH A SINGLE ACCOUNT UNDER A REVOLVING CREDIT ACCOUNT, OTHER SINGLE CONSUMER CREDIT

SALE, CONSUMER LOAN, OR OTHER EXTENSION OF CONSUMER CREDIT SHALL ENTITLE THE PERSON TO A SINGLE RECOVERY UNDER THIS SECTION, BUT CONTINUED FAILURE TO DISCLOSE AFTER RECOVERY HAS BEEN GRANTED SHALL GIVE RISE TO RIGHTS TO ADDITIONAL RECOVERIES.

5-5-203. Consumer's right to rescind certain transactions. IN THE CASE OF A CONSUMER CREDIT TRANSACTION WITH RESPECT TO WHICH A SECURITY INTEREST IS RETAINED OR ACQUIRED IN ANY PROPERTY THAT IS USED AS THE PRINCIPAL DWELLING OF THE PERSON TO WHOM CREDIT IS EXTENDED, THE CONSUMER SHALL HAVE THE SAME RIGHT TO RESCIND THE TRANSACTION AS PROVIDED IN THE FEDERAL "TRUTH IN LENDING ACT" AND REGULATIONS THEREUNDER. IN ORDER TO COMPLY WITH THIS CODE, A CREDITOR SHALL COMPLY WITH THOSE PROVISIONS ON THE RIGHT OF RECISSION OF CERTAIN TRANSACTIONS.

5-5-204. Interests in land. FOR PURPOSES OF THE PROVISIONS ON CIVIL LIABILITY FOR VIOLATION OF THE DISCLOSURE PROVISIONS CONTAINED IN SECTION 5-5-202 AND ON A CONSUMER'S RIGHT TO RESCIND CERTAIN TRANSACTIONS CONTAINED IN SECTION 5-5-203, "CONSUMER CREDIT TRANSACTION" INCLUDES A TRANSACTION PRIMARILY SECURED BY AN INTEREST IN LAND WITHOUT REGARD TO THE RATE OF THE FINANCE CHARGE IF THE TRANSACTION IS OTHERWISE A CONSUMER CREDIT TRANSACTION.

5-5-205. Refunds and penalties as set-off to obligation. REFUNDS OR PENALTIES TO WHICH THE CONSUMER IS ENTITLED PURSUANT TO THIS PART 2 MAY BE SET OFF AGAINST THE CONSUMER OBLIGATION AND MAY BE RAISED AS A DEFENSE TO A SUIT ON THE OBLIGATION WITHOUT REGARD TO THE TIME LIMITATIONS PRESCRIBED BY SAID SECTIONS.

5-5-206. Civil liability for discrimination. IF A PERSON HAS FAILED TO COMPLY WITH SECTION 5-3-210, THE PERSON AGGRIEVED BY SUCH FAILURE TO COMPLY HAS A RIGHT TO RECOVER ACTUAL DAMAGES FROM SUCH PERSON BUT IN NO EVENT LESS THAN ONE HUNDRED DOLLARS FOR ACTUAL AND EXEMPLARY DAMAGES NOR MORE THAN ONE THOUSAND DOLLARS FOR ACTUAL AND EXEMPLARY DAMAGES. IN THE CASE OF A SUCCESSFUL ACTION TO ENFORCE SUCH RIGHT OF RECOVERY, THE AGGRIEVED PERSON SHALL RECOVER THE COSTS OF THE ACTION TOGETHER WITH REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

PART 3 CRIMINAL PENALTIES

5-5-301. Willful violations. (1) A SUPERVISED LENDER WHO WILLFULLY MAKES CHARGES IN EXCESS OF THOSE PERMITTED BY THE PROVISIONS OF THIS CODE IS GUILTY OF A MISDEMEANOR AND, UPON CONVICTION THEREOF, SHALL BE PUNISHED BY A FINE OF NOT MORE THAN FIVE THOUSAND DOLLARS, OR BY IMPRISONMENT IN THE COUNTY JAIL FOR NOT MORE THAN ONE YEAR, OR BY BOTH SUCH FINE AND IMPRISONMENT.

(2) A PERSON, OTHER THAN A SUPERVISED FINANCIAL ORGANIZATION, WHO WILLFULLY ENGAGES IN THE BUSINESS OF MAKING SUPERVISED LOANS WITHOUT A LICENSE IN VIOLATION OF THE PROVISIONS OF THIS CODE APPLYING TO THE AUTHORITY TO MAKE SUPERVISED LOANS DESCRIBED IN SECTION 5-2-301 IS GUILTY OF A MISDEMEANOR AND, UPON CONVICTION THEREOF, SHALL BE PUNISHED BY A FINE OF NOT MORE THAN FIVE THOUSAND DOLLARS, OR BY IMPRISONMENT IN THE COUNTY

JAIL FOR NOT MORE THAN ONE YEAR, OR BY BOTH SUCH FINE AND IMPRISONMENT.

(3) A PERSON WHO WILLFULLY ENGAGES IN THE BUSINESS OF MAKING CONSUMER CREDIT TRANSACTIONS OR OF TAKING ASSIGNMENTS OF RIGHTS AGAINST CONSUMERS ARISING THEREFROM AND UNDERTAKES DIRECT COLLECTION OF PAYMENTS OR ENFORCEMENT OF THESE RIGHTS WITHOUT COMPLYING WITH THE PROVISIONS OF THIS CODE CONCERNING NOTIFICATION CONTAINED IN SECTION 5-6-202 OR PAYMENT OF FEES CONTAINED IN SECTION 5-6-203 IS GUILTY OF A MISDEMEANOR AND, UPON CONVICTION THEREOF, SHALL BE PUNISHED BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS.

(4) ANY PERSON WHO VIOLATES THE PROVISIONS OF THIS SECTION AND BY THE SAME ACT OR ACTS VIOLATES THE PROVISIONS OF SECTION 18-15-104 OR 18-15-107, C.R.S., OR BOTH, SHALL BE PROSECUTED FOR THE VIOLATION OF EITHER OR BOTH OF SAID SECTIONS AND NOT FOR A VIOLATION OF THIS SECTION.

5-5-302. Disclosure violations. (1) A PERSON IS GUILTY OF A MISDEMEANOR, AND UPON CONVICTION THEREOF, SHALL BE PUNISHED BY A FINE OF NOT MORE THAN FIVE THOUSAND DOLLARS, OR BY IMPRISONMENT IN THE COUNTY JAIL FOR NOT MORE THAN ONE YEAR, OR BY BOTH SUCH FINE AND IMPRISONMENT IF SUCH PERSON WILLFULLY AND KNOWINGLY:

(a) GIVES FALSE OR INACCURATE INFORMATION OR FAILS TO PROVIDE INFORMATION THAT SUCH PERSON IS REQUIRED TO DISCLOSE UNDER THE PROVISIONS OF THIS CODE ON DISCLOSURE AND ADVERTISING OR OF ANY RELATED RULE OF THE ADMINISTRATOR ADOPTED PURSUANT TO THIS CODE;

(b) USES ANY RATE TABLE OR CHART IN A MANNER WHICH CONSISTENTLY UNDERSTATES THE ANNUAL PERCENTAGE RATE DETERMINED ACCORDING TO THOSE PROVISIONS; OR

(c) OTHERWISE FAILS TO COMPLY WITH ANY REQUIREMENT OF THE PROVISIONS OF THIS CODE ON DISCLOSURE AND ADVERTISING OR OF ANY RELATED RULE OF THE ADMINISTRATOR ADOPTED PURSUANT TO THIS CODE.

ARTICLE 6

Administration

PART 1

POWERS AND FUNCTIONS OF ADMINISTRATOR

5-6-101. Short title. THIS ARTICLE SHALL BE KNOWN AND MAY BE CITED AS "UNIFORM CONSUMER CREDIT CODE - ADMINISTRATION".

5-6-102. Applicability. (1) THIS PART 1 APPLIES TO PERSONS WHO IN THIS STATE:

(a) MAKE OR SOLICIT CONSUMER CREDIT TRANSACTIONS; OR

(b) DIRECTLY COLLECT PAYMENTS FROM OR ENFORCE RIGHTS AGAINST CONSUMERS ARISING FROM SALES, LEASES, OR LOANS SPECIFIED IN PARAGRAPH (a) OF THIS SUBSECTION (1) WHEREVER THEY ARE MADE.

5-6-103. Definitions - "administrator". "ADMINISTRATOR" MEANS THE ASSISTANT ATTORNEY GENERAL TO BE DESIGNATED BY THE ATTORNEY GENERAL. ANY DISTRICT ATTORNEY MAY, WITH THE CONSENT OF THE ADMINISTRATOR, EXERCISE THE POWERS AND PERFORM THE DUTIES OF THE ADMINISTRATOR AS PROVIDED IN SECTION 5-6-104 (1) (a) AND (1) (b) AND SECTIONS 5-6-105 TO 5-6-116.

5-6-104. Powers of administrator - harmony with federal regulations - reliance on rules. (1) IN ADDITION TO OTHER POWERS GRANTED BY THIS CODE, THE ADMINISTRATOR, WITHIN THE LIMITATIONS PROVIDED BY LAW, MAY:

(a) RECEIVE AND ACT ON COMPLAINTS, TAKE ACTION DESIGNED TO OBTAIN VOLUNTARY COMPLIANCE WITH THIS CODE, OR COMMENCE PROCEEDINGS ON HIS OR HER OWN INITIATIVE;

(b) COUNSEL PERSONS AND GROUPS ON THEIR RIGHTS AND DUTIES UNDER THIS CODE;

(c) ESTABLISH PROGRAMS FOR THE EDUCATION OF CONSUMERS WITH RESPECT TO CREDIT PRACTICES AND PROBLEMS;

(d) MAKE STUDIES APPROPRIATE TO EFFECTUATE THE PURPOSES AND POLICIES OF THIS CODE AND MAKE THE RESULTS AVAILABLE TO THE PUBLIC;

(e) WITH APPROVAL OF THE COUNCIL OF ADVISORS ON CONSUMER CREDIT SUBCOMMITTEE, ADOPT, AMEND, AND REPEAL SUBSTANTIVE RULES AND REGULATIONS TO CARRY OUT THE SPECIFIC PROVISIONS OF THIS CODE, BUT NOT WITH RESPECT TO UNCONSCIONABLE AGREEMENTS OR FRAUDULENT OR UNCONSCIONABLE CONDUCT, AND ADOPT, AMEND, AND REPEAL PROCEDURAL RULES TO CARRY OUT THE PROVISIONS OF THIS CODE;

(f) MAINTAIN OFFICES WITHIN THIS STATE;

(g) ENFORCE THE PROVISIONS OF ARTICLE 14.5 OF TITLE 12, C.R.S.; AND

(h) EMPLOY ADMINISTRATIVE LAW JUDGES FROM THE DIVISION OF ADMINISTRATIVE HEARINGS IN THE DEPARTMENT OF PERSONNEL TO CONDUCT HEARINGS ON ANY MATTER WITHIN THE ADMINISTRATOR'S JURISDICTION.

(2) THE ADMINISTRATOR MAY ADOPT RULES NOT INCONSISTENT WITH THE FEDERAL "TRUTH IN LENDING ACT" AND FEDERAL "CONSUMER LEASING ACT" TO ASSURE A MEANINGFUL DISCLOSURE OF CREDIT TERMS SO THAT A PROSPECTIVE CONSUMER WILL BE ABLE TO COMPARE MORE READILY THE VARIOUS CREDIT TERMS AVAILABLE TO HIM OR HER AND TO AVOID THE UNINFORMED USE OF CREDIT. SUCH RULES SHALL SUPERSEDE ANY PROVISIONS OF THIS CODE THAT ARE INCONSISTENT WITH THE FEDERAL "TRUTH IN LENDING ACT" AND FEDERAL "CONSUMER LEASING ACT", MAY CONTAIN CLASSIFICATIONS, DIFFERENTIATIONS, OR OTHER PROVISIONS, AND MAY PROVIDE FOR ADJUSTMENTS AND EXCEPTIONS FOR ANY CLASS OF TRANSACTIONS SUBJECT TO THIS CODE THAT, IN THE JUDGMENT OF THE ADMINISTRATOR, ARE NECESSARY OR PROPER TO EFFECTUATE THE PURPOSES OF, OR TO PREVENT CIRCUMVENTION OR EVASION OF, OR TO FACILITATE COMPLIANCE WITH, THE PROVISIONS OF THIS CODE RELATING TO DISCLOSURE OF CREDIT TERMS.

(3) TO KEEP THE ADMINISTRATOR'S RULES IN HARMONY WITH THE FEDERAL "TRUTH IN LENDING ACT" AND THE FEDERAL "CONSUMER LEASING ACT" AND THE REGULATIONS PRESCRIBED FROM TIME TO TIME PURSUANT TO THAT ACT BY THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM AND WITH THE RULES OF ADMINISTRATORS IN OTHER JURISDICTIONS THAT ENACT THE "UNIFORM CONSUMER CREDIT CODE", THE ADMINISTRATOR, SO FAR AS IS CONSISTENT WITH THE PURPOSES, POLICIES, AND PROVISIONS OF THIS CODE, SHALL:

(a) BEFORE ADOPTING, AMENDING, AND REPEALING RULES AND REGULATIONS, ADVISE AND CONSULT WITH ADMINISTRATORS IN OTHER JURISDICTIONS THAT ENACT THE "UNIFORM CONSUMER CREDIT CODE"; AND

(b) IN ADOPTING, AMENDING, AND REPEALING RULES AND REGULATIONS, TAKE INTO CONSIDERATION:

(I) THE REGULATIONS SO PRESCRIBED BY THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM; AND

(II) THE RULES OF ADMINISTRATORS IN OTHER JURISDICTIONS THAT ENACT THE "UNIFORM CONSUMER CREDIT CODE".

(4) EXCEPT FOR A REFUND OF AN EXCESS CHARGE, NO LIABILITY IS IMPOSED UNDER THIS CODE FOR AN ACT DONE OR OMITTED IN GOOD FAITH IN CONFORMITY WITH A RULE, REGULATION, INTERPRETATION, OR WRITTEN RESPONSE TO A PERSON PURSUANT TO A WRITTEN REQUEST ON BEHALF OF SUCH IDENTIFIED PERSON BY THE ADMINISTRATOR, NOTWITHSTANDING THAT AFTER THE ACT OR OMISSION THE RULE, REGULATION, INTERPRETATION, OR WRITTEN RESPONSE MAY BE AMENDED OR REPEALED OR BE DETERMINED BY JUDICIAL OR OTHER AUTHORITY TO BE INVALID FOR ANY REASON.

5-6-105. Administrative powers with respect to supervised financial organizations. (1) WITH RESPECT TO SUPERVISED FINANCIAL ORGANIZATIONS, THE POWERS OF EXAMINATION AND INVESTIGATION DESCRIBED IN SECTIONS 5-2-305 AND 5-6-106 AND ADMINISTRATIVE ENFORCEMENT DESCRIBED IN SECTION 5-6-108 SHALL BE EXERCISED BY THE OFFICIAL OR AGENCY TO WHOSE SUPERVISION THE ORGANIZATION IS SUBJECT. ALL OTHER POWERS OF THE ADMINISTRATOR UNDER THIS CODE MAY BE EXERCISED BY THE ADMINISTRATOR WITH RESPECT TO A SUPERVISED FINANCIAL ORGANIZATION.

(2) IF THE ADMINISTRATOR RECEIVES A COMPLAINT OR OTHER INFORMATION CONCERNING NONCOMPLIANCE WITH THIS CODE BY A SUPERVISED FINANCIAL ORGANIZATION, THE ADMINISTRATOR SHALL INFORM THE OFFICIAL OR AGENCY HAVING SUPERVISORY AUTHORITY OVER THE ORGANIZATION CONCERNED. THE ADMINISTRATOR MAY REQUEST INFORMATION ABOUT SUPERVISED FINANCIAL ORGANIZATIONS FROM THE OFFICIALS OR AGENCIES SUPERVISING THEM.

(3) THE ADMINISTRATOR AND ANY OFFICIAL OR AGENCY OF THIS STATE HAVING SUPERVISORY AUTHORITY OVER A SUPERVISED FINANCIAL ORGANIZATION ARE AUTHORIZED AND DIRECTED TO CONSULT AND ASSIST ONE ANOTHER IN MAINTAINING COMPLIANCE WITH THIS CODE. THEY MAY JOINTLY PURSUE INVESTIGATIONS, PROSECUTE SUITS, AND TAKE OTHER OFFICIAL ACTION, AS THEY DEEM APPROPRIATE,

IF EITHER OF THEM OTHERWISE IS EMPOWERED TO TAKE THE ACTION. THE ADMINISTRATOR MAY RECOVER FROM A SUPERVISED FINANCIAL ORGANIZATION THE ADMINISTRATOR'S REASONABLE COSTS INCURRED IN SUCH INVESTIGATION, SUIT, OR OTHER OFFICIAL ACTION AS PART OF ANY RELIEF GRANTED THE ADMINISTRATOR BY A COURT OF COMPETENT JURISDICTION.

5-6-106. Investigatory powers. (1) IF THE ADMINISTRATOR HAS REASONABLE CAUSE TO BELIEVE THAT A PERSON HAS ENGAGED IN AN ACT THAT IS SUBJECT TO ACTION BY THE ADMINISTRATOR, THE ADMINISTRATOR MAY MAKE AN INVESTIGATION TO DETERMINE IF THE ACT HAS BEEN COMMITTED, AND, TO THE EXTENT NECESSARY FOR THIS PURPOSE, MAY ADMINISTER OATHS OR AFFIRMATIONS, AND, UPON HIS OR HER OWN MOTION OR UPON REQUEST OF ANY PARTY, MAY SUBPOENA WITNESSES, COMPEL THEIR ATTENDANCE, ADDUCE EVIDENCE, AND REQUIRE THE PRODUCTION OF ANY MATTER THAT IS RELEVANT TO THE INVESTIGATION, INCLUDING THE EXISTENCE, DESCRIPTION, NATURE, CUSTODY, CONDITION, AND LOCATION OF ANY BOOKS, DOCUMENTS, OR OTHER TANGIBLE THINGS AND THE IDENTITY AND LOCATION OF PERSONS HAVING KNOWLEDGE OF RELEVANT FACTS, OR ANY OTHER MATTER REASONABLY CALCULATED TO LEAD TO THE DISCOVERY OF ADMISSIBLE EVIDENCE. IN ANY CIVIL ACTION BROUGHT BY THE ADMINISTRATOR AS A RESULT OF SUCH AN INVESTIGATION, THE ADMINISTRATOR MAY RECOVER THE REASONABLE COSTS OF MAKING THE INVESTIGATION IF THE ADMINISTRATOR PREVAILS IN THE ACTION.

(2) IF THE PERSON'S RECORDS ARE LOCATED OUTSIDE THIS STATE, THE PERSON AT HIS OR HER OPTION SHALL EITHER MAKE THEM AVAILABLE TO THE ADMINISTRATOR AT A CONVENIENT LOCATION WITHIN THIS STATE OR PAY THE REASONABLE AND NECESSARY EXPENSES FOR THE ADMINISTRATOR OR THE ADMINISTRATOR'S REPRESENTATIVE TO EXAMINE THEM AT THE PLACE WHERE THEY ARE MAINTAINED. THE ADMINISTRATOR MAY DESIGNATE REPRESENTATIVES, INCLUDING COMPARABLE OFFICIALS OF THE STATE IN WHICH THE RECORDS ARE LOCATED, TO INSPECT THEM ON THE ADMINISTRATOR'S BEHALF.

(3) UPON FAILURE WITHOUT LAWFUL EXCUSE TO OBEY A SUBPOENA OR TO GIVE TESTIMONY, THE ADMINISTRATOR MAY APPLY TO THE DISTRICT COURT FOR AN ORDER COMPELLING COMPLIANCE.

(4) THE ADMINISTRATOR SHALL NOT MAKE PUBLIC THE NAME OR IDENTITY OF A PERSON WHOSE ACTS OR CONDUCT HE OR SHE INVESTIGATES PURSUANT TO THIS SECTION OR THE FACTS DISCLOSED IN THE INVESTIGATION, BUT THIS SUBSECTION (4) DOES NOT APPLY TO DISCLOSURES IN ACTIONS OR ENFORCEMENT PROCEEDINGS PURSUANT TO THIS CODE.

5-6-107. Application of administrative procedures - provisions. EXCEPT AS OTHERWISE PROVIDED, THE PROVISIONS OF SECTIONS 24-4-102 TO 24-4-106, C.R.S., APPLY TO AND GOVERN ALL RULES PROMULGATED AND ALL ADMINISTRATIVE ACTION TAKEN BY THE ADMINISTRATOR PURSUANT TO THIS ARTICLE OR THE PROVISIONS ON SUPERVISED LOANS CONTAINED IN PART 3 OF ARTICLE 2 OF THIS TITLE; EXCEPT THAT SECTION 24-4-104 (3), C.R.S., SHALL NOT APPLY TO ANY SUCH ACTION.

5-6-108. Judicial review. ANY PERSON AGGRIEVED BY ANY FINAL ACTION OR ORDER OF THE ADMINISTRATOR AND AFFECTED THEREBY IS ENTITLED TO A REVIEW THEREOF BY THE COLORADO COURT OF APPEALS BY APPROPRIATE PROCEEDINGS

UNDER SECTION 24-4-106 (11), C.R.S.

5-6-109. Administrative enforcement orders. (1) AFTER NOTICE AND HEARING, THE ADMINISTRATOR MAY ORDER A CREDITOR OR A PERSON ACTING IN THE CREDITOR'S BEHALF TO CEASE AND DESIST FROM ENGAGING IN VIOLATIONS OF THIS CODE OR ANY RULE OR ORDER LAWFULLY MADE PURSUANT TO THIS CODE. THE ORDER ISSUED BY THE ADMINISTRATOR MAY ALSO REQUIRE THE CREDITOR OR PERSON TO MAKE REFUNDS TO CONSUMERS OF EXCESS CHARGES UNDER THIS CODE AND PAY A PENALTY UP TO A MAXIMUM OF ONE THOUSAND DOLLARS FOR EACH VIOLATION, ALL OR PART OF WHICH MAY BE SPECIFICALLY DESIGNATED FOR CONSUMER AND CREDITOR EDUCATIONAL PURPOSES.

(2) A RESPONDENT AGGRIEVED BY AN ORDER OF THE ADMINISTRATOR MAY OBTAIN JUDICIAL REVIEW OF THE ORDER IN THE COLORADO COURT OF APPEALS. THE ADMINISTRATOR MAY OBTAIN AN ORDER OF THE COURT FOR ENFORCEMENT OF THE ADMINISTRATOR'S ORDER IN THE DISTRICT COURT UNDER SECTION 24-4-106, C.R.S. ALL PROCEEDINGS UNDER THIS SECTION SHALL BE GOVERNED BY SECTIONS 24-4-105 AND 24-4-106, C.R.S.

(3) WITH RESPECT TO UNCONSCIONABLE AGREEMENTS OR FRAUDULENT OR UNCONSCIONABLE CONDUCT BY THE RESPONDENT, THE ADMINISTRATOR MAY NOT ISSUE AN ORDER PURSUANT TO THIS SECTION BUT MAY BRING A CIVIL ACTION FOR AN INJUNCTION UNDER SECTION 5-6-112.

5-6-110. Assurance of discontinuance. IF IT IS CLAIMED THAT A PERSON HAS ENGAGED IN CONDUCT SUBJECT TO AN ORDER BY THE ADMINISTRATOR DESCRIBED IN SECTION 5-6-108 OR BY A COURT DESCRIBED IN SECTIONS 5-6-111 TO 5-6-113, THE ADMINISTRATOR MAY ACCEPT AN ASSURANCE IN WRITING THAT THE PERSON WILL NOT ENGAGE IN THE CONDUCT IN THE FUTURE. THE ASSURANCE MAY ALSO REQUIRE THE PERSON TO MAKE REFUNDS TO CONSUMERS OF EXCESS CHARGES UNDER THIS CODE, PAY A PENALTY UP TO A MAXIMUM OF ONE THOUSAND DOLLARS FOR EACH VIOLATION, ALL OR PART OF WHICH MAY BE SPECIFICALLY DESIGNATED FOR CONSUMER AND CREDITOR EDUCATIONAL PURPOSES, AND REIMBURSE THE ADMINISTRATOR FOR THE ADMINISTRATOR'S REASONABLE COSTS INCURRED IN INVESTIGATING THE CONDUCT. IF A PERSON GIVING AN ASSURANCE OF DISCONTINUANCE FAILS TO COMPLY WITH ITS TERMS, THE ASSURANCE IS EVIDENCE THAT PRIOR TO THE ASSURANCE SUCH PERSON ENGAGED IN THE CONDUCT DESCRIBED IN THE ASSURANCE.

5-6-111. Injunctions against violations of code. THE ADMINISTRATOR MAY BRING A CIVIL ACTION TO RESTRAIN A PERSON FROM VIOLATING THIS CODE OR RULES OR REGULATIONS PROMULGATED THEREUNDER AND FOR OTHER APPROPRIATE RELIEF.

5-6-112. Injunctions against unconscionable agreements and fraudulent or unconscionable conduct. (1) THE ADMINISTRATOR MAY BRING A CIVIL ACTION TO RESTRAIN A CREDITOR OR A PERSON ACTING IN THE CREDITOR'S BEHALF FROM ENGAGING IN A COURSE OF:

(a) MAKING OR ENFORCING UNCONSCIONABLE TERMS OR PROVISIONS OF CONSUMER CREDIT TRANSACTIONS;

(b) FRAUDULENT OR UNCONSCIONABLE CONDUCT IN INDUCING CONSUMERS TO

ENTER INTO CONSUMER CREDIT TRANSACTIONS;

(c) CONDUCT OF ANY OF THE TYPES SPECIFIED IN PARAGRAPH (a) OR (b) OF THIS SUBSECTION (1) WITH RESPECT TO TRANSACTIONS THAT GIVE RISE TO OR LEAD PERSONS TO BELIEVE THEY WILL GIVE RISE TO CONSUMER CREDIT TRANSACTIONS; OR

(d) FRAUDULENT OR UNCONSCIONABLE CONDUCT IN THE COLLECTION OF DEBTS ARISING FROM CONSUMER CREDIT TRANSACTIONS.

(2) IN AN ACTION BROUGHT PURSUANT TO THIS SECTION, THE COURT MAY GRANT RELIEF ONLY IF IT FINDS:

(a) THAT THE RESPONDENT HAS MADE UNCONSCIONABLE AGREEMENTS OR HAS ENGAGED OR IS LIKELY TO ENGAGE IN A COURSE OF FRAUDULENT OR UNCONSCIONABLE CONDUCT;

(b) THAT THE AGREEMENTS OR CONDUCT OF THE RESPONDENT HAS CAUSED OR IS LIKELY TO CAUSE INJURY TO CONSUMERS; AND

(c) THAT THE RESPONDENT HAS BEEN ABLE TO CAUSE OR WILL BE ABLE TO CAUSE THE INJURY PRIMARILY BECAUSE THE TRANSACTIONS INVOLVED ARE CREDIT TRANSACTIONS.

(3) IN APPLYING THIS SECTION, CONSIDERATION SHALL BE GIVEN TO EACH OF THE FOLLOWING FACTORS, AMONG OTHERS:

(a) WHETHER THE CREDITOR SHOULD HAVE REASONABLY BELIEVED AT THE TIME CONSUMER CREDIT TRANSACTIONS WERE MADE THAT, ACCORDING TO THE CREDIT TERMS OR SCHEDULE OF PAYMENTS, THERE WAS NO REASONABLE PROBABILITY OF PAYMENT IN FULL OF THE OBLIGATION BY THE CONSUMER;

(b) WHETHER THE CREDITOR REASONABLY SHOULD HAVE KNOWN, AT THE TIME OF THE TRANSACTION, OF THE INABILITY OF THE CONSUMER TO RECEIVE SUBSTANTIAL BENEFITS FROM THE TRANSACTION;

(c) GROSS DISPARITY BETWEEN THE PRICE OF THE TRANSACTION AND ITS VALUE MEASURED BY THE PRICE AT WHICH SIMILAR TRANSACTIONS ARE READILY OBTAINABLE BY LIKE CONSUMERS;

(d) THE FACT THAT THE CREDITOR CONTRACTED FOR OR RECEIVED SEPARATE CHARGES FOR INSURANCE WITH RESPECT TO CONSUMER CREDIT TRANSACTIONS WITH THE EFFECT OF MAKING THE TRANSACTIONS, CONSIDERED AS A WHOLE, UNCONSCIONABLE;

(e) THE FACT THAT THE RESPONDENT HAS KNOWINGLY TAKEN ADVANTAGE OF THE INABILITY OF THE CONSUMER REASONABLY TO PROTECT HIS OR HER INTERESTS BY REASON OF PHYSICAL OR MENTAL INFIRMITIES, IGNORANCE, ILLITERACY, OR INABILITY TO UNDERSTAND THE LANGUAGE OF THE AGREEMENT, OR SIMILAR FACTORS; AND

(f) ANY OF THE FACTORS SET FORTH IN SECTION 5-5-109 (4).

(4) THE ADMINISTRATOR MAY BRING A CIVIL ACTION TO RESTRAIN A CREDITOR OR A PERSON ACTING IN THE CREDITOR'S BEHALF FROM ENGAGING IN A COURSE OF MAKING OR ARRANGING CONSUMER LOANS TO ENABLE CONSUMERS TO BUY OR LEASE FROM A PARTICULAR SELLER OR LESSOR GOODS OR SERVICES, A PRINCIPAL PURPOSE OF WHICH COURSE OF ACTION IS TO AVOID GIVING THE CONSUMERS THOSE RIGHTS THAT THEY WOULD HAVE HAD IF THE TRANSACTIONS WERE ENTERED INTO AS A CONSUMER CREDIT SALE IF:

(a) THE LENDER IS A PERSON RELATED TO THE SELLER OR LESSOR UNLESS THE RELATIONSHIP IS REMOTE OR IS NOT A FACTOR IN THE TRANSACTION;

(b) THE SELLER OR LESSOR GUARANTEES THE LOANS OR OTHERWISE ASSUMES THE RISK OF LOSS BY THE LENDER UPON THE LOANS;

(c) THE LOANS ARE CONDITIONED UPON THE CONSUMER'S PURCHASE OR LEASE OF THE GOODS OR SERVICES FROM THE PARTICULAR SELLER OR LESSOR, BUT THE LENDER'S PAYMENT OF PROCEEDS OF THE LOAN TO THE SELLER OR LESSOR DOES NOT IN ITSELF ESTABLISH THAT THE LOAN WAS SO CONDITIONED; OR

(d) THE LENDER, BEFORE THE LENDER MAKES THE CONSUMER LOAN, HAS KNOWLEDGE OR, FROM THE LENDER'S COURSE OF DEALING WITH THE PARTICULAR SELLER OR LESSOR OR FROM THE LENDER'S RECORDS, NOTICE OF SUBSTANTIAL COMPLAINTS BY OTHER CONSUMERS OF THE PARTICULAR SELLER'S OR LESSOR'S FAILURE OR REFUSAL TO PERFORM HIS OR HER CONTRACTS WITH THEM AND OF THE PARTICULAR SELLER'S OR LESSOR'S FAILURE TO REMEDY HIS OR HER DEFAULTS WITHIN A REASONABLE TIME AFTER NOTICE TO HIM OR HER OF THE COMPLAINTS.

(5) IN AN ACTION BROUGHT PURSUANT TO THIS CODE, A CHARGE OR PRACTICE EXPRESSLY PERMITTED BY THIS CODE IS NOT IN ITSELF UNCONSCIONABLE.

5-6-113. Temporary relief. WITH RESPECT TO AN ACTION BROUGHT TO ENJOIN VIOLATIONS OF THIS CODE UNDER SECTION 5-6-111 OR UNCONSCIONABLE AGREEMENTS OR FRAUDULENT OR UNCONSCIONABLE CONDUCT UNDER SECTION 5-6-112, THE ADMINISTRATOR MAY APPLY TO THE COURT FOR A TEMPORARY RESTRAINING ORDER OR A PRELIMINARY INJUNCTION AGAINST A RESPONDENT PENDING FINAL DETERMINATION OF PROCEEDINGS. IF THE COURT FINDS AFTER A HEARING THAT THERE IS REASONABLE CAUSE TO BELIEVE THAT THE RESPONDENT IS ENGAGING IN OR IS LIKELY TO ENGAGE IN CONDUCT SOUGHT TO BE RESTRAINED, IT MAY GRANT ANY SUCH TEMPORARY RESTRAINING ORDER OR PRELIMINARY INJUNCTION IT DEEMS APPROPRIATE. THE COURT MAY ALSO ISSUE SUCH ORDERS OR JUDGMENTS AS MAY BE NECESSARY TO COMPLETELY COMPENSATE OR RESTORE TO HIS OR HER ORIGINAL POSITION ANY CONSUMER AFFECTED BY SUCH VIOLATION, AGREEMENT, OR CONDUCT OR IF THERE IS REASONABLE CAUSE TO BELIEVE FUNDS TO MAKE REFUNDS OF EXCESS CHARGES UNDER THIS CODE WILL NOT BE AVAILABLE AT A FUTURE DATE. NO BOND OR OTHER SECURITY IS REQUIRED OF THE ADMINISTRATOR BEFORE RELIEF UNDER THIS SECTION MAY BE GRANTED.

5-6-114. Civil actions by administrator. (1) (a) THE ADMINISTRATOR MAY BRING A CIVIL ACTION AGAINST A CREDITOR FOR MAKING OR COLLECTING CHARGES IN EXCESS OF THOSE PERMITTED BY THIS CODE, VIOLATING ANY OF THE PROVISIONS OF THIS CODE APPLYING TO LIMITATIONS ON THE SCHEDULE OF PAYMENTS OR LOAN

TERM FOR SUPERVISED LOANS OR AUTHORITY TO MAKE SUPERVISED LOANS, OR FOR DISCLOSURE VIOLATIONS. AN ACTION MAY RELATE TO TRANSACTIONS WITH MORE THAN ONE CONSUMER. IF IT IS FOUND THAT AN EXCESS CHARGE HAS BEEN MADE, THE COURT SHALL ORDER THE RESPONDENT TO REFUND TO THE CONSUMER THE AMOUNT OF THE EXCESS CHARGE AND TO PAY A PENALTY TO THE CONSUMER AS PROVIDED IN SECTIONS 5-5-201 AND 5-5-202.

(b) IF A CREDITOR HAS MADE AN EXCESS CHARGE IN DELIBERATE VIOLATION OF OR IN RECKLESS DISREGARD FOR THIS CODE OR IF A CREDITOR HAS REFUSED TO REFUND AN EXCESS CHARGE WITHIN A REASONABLE TIME AFTER DEMAND BY THE CONSUMER OR THE ADMINISTRATOR, THE COURT MAY ALSO ORDER THE RESPONDENT TO PAY TO THE CONSUMERS A CIVIL PENALTY IN AN AMOUNT DETERMINED BY THE COURT NOT IN EXCESS OF THE GREATER OF EITHER THE AMOUNT OF THE FINANCE CHARGE OR TEN TIMES THE AMOUNT OF THE EXCESS CHARGE. REFUNDS AND PENALTIES TO WHICH THE CONSUMER IS ENTITLED PURSUANT TO THIS SUBSECTION (1) MAY BE SET OFF AGAINST THE CONSUMER'S OBLIGATION.

(c) IF A CONSUMER BRINGS AN ACTION AGAINST A CREDITOR TO RECOVER AN EXCESS CHARGE OR CIVIL PENALTY, AN ACTION BY THE ADMINISTRATOR TO RECOVER FOR THE SAME EXCESS CHARGE OR CIVIL PENALTY SHALL BE STAYED WHILE THE CONSUMER'S ACTION IS PENDING AND SHALL BE DISMISSED IF THE CONSUMER'S ACTION IS DISMISSED WITH PREJUDICE OR RESULTS IN A FINAL JUDGMENT GRANTING OR DENYING THE CONSUMER'S CLAIM. THERE SHALL BE NO DOUBLE RECOVERY FOR REFUNDS OF EXCESS CHARGES OR A PENALTY PAYABLE TO THE CONSUMER.

(d) WITH RESPECT TO EXCESS CHARGES ARISING FROM REVOLVING ACCOUNTS, NO ACTION PURSUANT TO THIS SUBSECTION (1) MAY BE BROUGHT MORE THAN FOUR YEARS AFTER THE TIME THE EXCESS CHARGE WAS MADE. WITH RESPECT TO EXCESS CHARGES ARISING FROM OTHER CONSUMER CREDIT TRANSACTIONS, NO ACTION PURSUANT TO THIS SUBSECTION (1) MAY BE BROUGHT MORE THAN FOUR YEARS AFTER THE DUE DATE OF THE LAST SCHEDULED PAYMENT OF THE AGREEMENT PURSUANT TO WHICH THE CHARGE WAS MADE.

(e) IF THE CREDITOR ESTABLISHES BY A PREPONDERANCE OF EVIDENCE THAT A VIOLATION IS UNINTENTIONAL OR THE RESULT OF A BONA FIDE ERROR, NO LIABILITY TO PAY A PENALTY SHALL BE IMPOSED UNDER THIS SUBSECTION (1).

(2) THE ADMINISTRATOR MAY BRING A CIVIL ACTION AGAINST A CREDITOR OR A PERSON ACTING IN THE CREDITOR'S BEHALF TO RECOVER A CIVIL PENALTY FOR WILLFULLY VIOLATING THIS CODE, AND, IF THE COURT FINDS THAT THE DEFENDANT HAS ENGAGED IN A COURSE OF REPEATED AND WILLFUL VIOLATIONS OF THIS CODE, IT MAY ASSESS A CIVIL PENALTY OF NO MORE THAN FIVE THOUSAND DOLLARS. ALL OR PART OF THE PENALTY UNDER THIS SUBSECTION (2) MAY BE SPECIFICALLY DESIGNATED FOR CONSUMER AND CREDITOR EDUCATION. NO CIVIL PENALTY PURSUANT TO THIS SUBSECTION (2) MAY BE IMPOSED FOR VIOLATIONS OF THIS CODE OCCURRING MORE THAN FOUR YEARS BEFORE THE ACTION IS BROUGHT OR FOR MAKING UNCONSCIONABLE AGREEMENTS OR ENGAGING IN A COURSE OF FRAUDULENT OR UNCONSCIONABLE CONDUCT.

(3) IF THE ADMINISTRATOR PREVAILS IN AN ACTION BROUGHT UNDER THIS SECTION, THE ADMINISTRATOR MAY RECOVER HIS OR HER REASONABLE COSTS IN

INVESTIGATING AND BRINGING THE ACTION AND REQUEST AN ORDER FOR REIMBURSEMENT OF HIS OR HER REASONABLE ATTORNEY FEES.

5-6-115. Jury trial. IN AN ACTION BROUGHT BY THE ADMINISTRATOR UNDER THIS CODE, THE ADMINISTRATOR HAS NO RIGHT TO TRIAL BY JURY, BUT THIS WILL NOT PREVENT A DEFENDANT FROM REQUESTING A JURY TRIAL UNDER THE COLORADO RULES OF CIVIL PROCEDURE.

5-6-116. Consumers' remedies not affected. THE GRANT OF POWERS TO THE ADMINISTRATOR IN THIS ARTICLE DOES NOT AFFECT REMEDIES AVAILABLE TO CONSUMERS UNDER THIS CODE OR UNDER OTHER PRINCIPLES OF LAW OR EQUITY.

PART 2 NOTIFICATION AND FEES

5-6-201. Applicability. (1) EXCEPT AS PROVIDED IN SUBSECTIONS (2) AND (3) OF THIS SECTION, THIS PART 2 APPLIES IF A PERSON:

(a) MAKES CONSUMER CREDIT SALES AND CHARGES OR COLLECTS A FINANCE CHARGE, OR MAKES CONSUMER LEASES, AND IF THE PERSON COLLECTS PAYMENTS UNDER THE OBLIGATION FOR MORE THAN THIRTY DAYS AFTER INCEPTION OF THE CONSUMER CREDIT SALE OR CONSUMER LEASE; OR

(b) TAKES ASSIGNMENTS OF AND UNDERTAKES DIRECT COLLECTION OF PAYMENTS FROM, OR ENFORCEMENT OF RIGHTS AGAINST, CONSUMERS ARISING FROM CONSUMER CREDIT SALES OR CONSUMER LEASES.

(2) THIS PART 2 DOES NOT APPLY TO SUPERVISED LENDERS DESCRIBED IN SECTION 5-1-301 (46), PERSONS MAKING CONSUMER LOANS DESCRIBED IN SECTION 5-1-301 (15), OR TO PERSONS LICENSED AS COLLECTION AGENCIES PURSUANT TO ARTICLE 14 OF TITLE 12, C.R.S.

(3) SECTIONS 5-6-203 (5) AND 5-6-204 OF THIS PART 2 APPLY TO ALL FEES COLLECTED UNDER THIS CODE.

5-6-202. Notification. (1) PERSONS SUBJECT TO THIS PART 2 SHALL FILE NOTIFICATION WITH, AND PAY THE FEE PRESCRIBED IN SECTION 5-6-203 TO, THE ADMINISTRATOR WITHIN THIRTY DAYS AFTER COMMENCING BUSINESS IN THIS STATE AND, THEREAFTER, ON OR BEFORE JANUARY 31 OF EACH YEAR. THE NOTIFICATION SHALL STATE:

(a) NAME OF THE PERSON;

(b) NAME IN WHICH BUSINESS IS TRANSACTED IF DIFFERENT FROM PARAGRAPH (a) OF THIS SUBSECTION (1);

(c) ADDRESS OF PRINCIPAL OFFICE, WHICH MAY BE OUTSIDE THIS STATE;

(d) ADDRESS OF ALL OFFICES OR RETAIL STORES, IF ANY, IN THIS STATE AT WHICH CONSUMER CREDIT SALES OR CONSUMER LEASES ARE MADE OR, IN THE CASE OF A PERSON TAKING ASSIGNMENTS OF OBLIGATIONS, THE OFFICES OR PLACES OF BUSINESS

WITHIN THIS STATE AT WHICH BUSINESS IS TRANSACTED;

(e) IF CONSUMER CREDIT SALES OR CONSUMER LEASES ARE MADE OTHERWISE THAN AT AN OFFICE OR RETAIL STORE IN THIS STATE, A BRIEF DESCRIPTION OF THE MANNER IN WHICH THEY ARE MADE;

(f) ADDRESS OF DESIGNATED AGENT UPON WHOM SERVICE OF PROCESS MAY BE MADE IN THIS STATE DESCRIBED IN SECTION 5-1-203; AND

(g) WHETHER SUPERVISED LOANS ARE MADE.

(2) IF INFORMATION IN A NOTIFICATION BECOMES INACCURATE AFTER FILING, NO FURTHER NOTIFICATION IS REQUIRED UNTIL THE FOLLOWING JANUARY 31.

5-6-203. Fees. (1) A PERSON REQUIRED TO FILE NOTIFICATION SHALL, WITH THE FIRST NOTIFICATION AND ON OR BEFORE JANUARY 31 OF EACH YEAR THEREAFTER, PAY TO THE ADMINISTRATOR A NONREFUNDABLE ANNUAL NOTIFICATION FEE OF TWENTY DOLLARS.

(2) PERSONS REQUIRED TO FILE NOTIFICATION WHO ARE SELLERS OR LESSORS SHALL PAY AN ADDITIONAL NONREFUNDABLE ANNUAL VOLUME FEE ON OR BEFORE JANUARY 31 OF EACH YEAR IN THE AMOUNT OF TWELVE DOLLARS FOR EACH ONE HUNDRED THOUSAND DOLLARS, OR PART THEREOF, IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS, OF THE ORIGINAL UNPAID BALANCES ARISING FROM CONSUMER CREDIT SALES OR CONSUMER LEASES MADE IN THIS STATE WITHIN THE PRECEDING CALENDAR YEAR AND HELD EITHER BY THE CREDITOR FOR MORE THAN THIRTY DAYS AFTER THE INCEPTION OF THE SALE OR LEASE GIVING RISE TO THE OBLIGATIONS OR BY AN ASSIGNEE WHO HAS NOT FILED NOTIFICATION. A REFINANCING OF A SALE OR LEASE RESULTING IN AN INCREASE IN THE AMOUNT OF AN OBLIGATION IS CONSIDERED A NEW SALE OR LEASE TO THE EXTENT OF THE AMOUNT OF THE INCREASE.

(3) PERSONS REQUIRED TO FILE NOTIFICATION WHO ARE ASSIGNEES OF CONSUMER CREDIT SALES OR CONSUMER LEASES SHALL PAY AN ADDITIONAL NONREFUNDABLE ANNUAL VOLUME FEE ON OR BEFORE JANUARY 31 OF EACH YEAR IN THE AMOUNT OF TWELVE DOLLARS FOR EACH ONE HUNDRED THOUSAND DOLLARS, OR PART THEREOF, OF THE UNPAID BALANCES AT THE TIME OF THE ASSIGNMENT OF OBLIGATIONS ARISING FROM CONSUMER CREDIT SALES OR CONSUMER LEASES MADE IN THIS STATE AND TAKEN BY ASSIGNMENT DURING THE PRECEDING CALENDAR YEAR, BUT AN ASSIGNEE NEED NOT PAY A VOLUME FEE WITH RESPECT TO AN OBLIGATION ON WHICH THE ASSIGNOR OR OTHER PERSON HAS ALREADY PAID A VOLUME FEE.

(4) A PENALTY OF FIVE DOLLARS PER DAY SHALL BE IMPOSED ON ANY PERSON FAILING TO COMPLY WITH THIS SECTION; EXCEPT THAT, IF THE FEES REQUIRED BY THIS SECTION ARE PAID ON OR BEFORE MARCH 1 OF EACH YEAR, NO PENALTY SHALL BE IMPOSED. IF A PERSON REQUIRED TO FILE NOTIFICATION AND PAY A NOTIFICATION FEE FAILS TO DO SO, THE CONSUMER SHALL HAVE NO OBLIGATION TO PAY THE FINANCE CHARGE DUE UNDER THE CONSUMER CREDIT TRANSACTION AND ANY FINANCE CHARGES PAID SHALL BE REFUNDED TO THE CONSUMER. IN ADDITION, THE ADMINISTRATOR SHALL BE ENTITLED TO EXAMINE THE LOANS, BUSINESS, AND RECORDS OF SUCH PERSON WITHOUT ISSUANCE OF A SUBPOENA AND THE PERSON SHALL PAY THE REASONABLE AND NECESSARY EXAMINATION EXPENSES OF THE

ADMINISTRATOR.

(5) NOTWITHSTANDING THE AMOUNT SPECIFIED FOR ANY FEE IN THIS SECTION OR IN SECTION 5-2-302 (1), THE ADMINISTRATOR BY RULE OR AS OTHERWISE PROVIDED BY LAW MAY REDUCE THE AMOUNT OF ONE OR MORE OF THE FEES IF NECESSARY PURSUANT TO SECTION 24-75-402 (3), C.R.S., TO REDUCE THE UNCOMMITTED RESERVES OF THE FUND TO WHICH ALL OF ANY PORTION OF ONE OR MORE OF THE FEES IS CREDITED. AFTER THE UNCOMMITTED RESERVES OF THE FUND ARE SUFFICIENTLY REDUCED, THE ADMINISTRATOR BY RULE OR AS OTHERWISE PROVIDED BY LAW MAY INCREASE THE AMOUNT OF ONE OR MORE OF THE FEES AS PROVIDED IN SECTION 24-75-402 (4), C.R.S.

5-6-204. Cash fund created. ALL FEES COLLECTED UNDER THIS CODE AND UNDER ARTICLE 10 OF THIS TITLE SHALL BE CREDITED TO THE UNIFORM CONSUMER CREDIT CODE CASH FUND, WHICH FUND IS HEREBY CREATED, AND ALL MONEYS CREDITED TO SUCH FUND SHALL BE USED FOR THE ADMINISTRATION AND ENFORCEMENT OF THIS CODE, ARTICLE 10 OF THIS TITLE, AND ARTICLE 14.5 OF TITLE 12, C.R.S. INTEREST EARNED ON THE FUND SHALL BE CREDITED TO THE FUND. THE GENERAL ASSEMBLY SHALL MAKE ANNUAL APPROPRIATIONS OUT OF THE FUND FOR THE ADMINISTRATION AND ENFORCEMENT OF THIS CODE, ARTICLE 10 OF THIS TITLE, AND ARTICLE 14.5 OF TITLE 12, C.R.S.; EXCEPT THAT EXPENDITURES BY THE ADMINISTRATOR FOR CONSUMER AND CREDITOR EDUCATION RESULTING FROM THE PENALTIES PROVIDED IN SECTIONS 5-2-303 (8) (f), 5-6-109 (1), 5-6-110, AND 5-6-114 (2) SHALL NOT REQUIRE APPROPRIATION BY THE GENERAL ASSEMBLY IF SUCH EXPENDITURES DO NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS PER FISCAL YEAR AND DO NOT INCLUDE THE HIRING OF ANY FULL-TIME EQUIVALENTS.

PART 3 COUNCIL OF ADVISORS ON CONSUMER CREDIT

5-6-301. Council of advisors on consumer credit. (1) THERE IS HEREBY CREATED THE COUNCIL OF ADVISORS ON CONSUMER CREDIT CONSISTING OF NINE MEMBERS WHO SHALL BE APPOINTED BY THE GOVERNOR. ONE OF THE ADVISORS SHALL BE DESIGNATED BY THE GOVERNOR AS CHAIRPERSON. IN APPOINTING MEMBERS OF THE COUNCIL, THE GOVERNOR SHALL SEEK TO ACHIEVE A FAIR REPRESENTATION FROM THE VARIOUS SEGMENTS OF THE CONSUMER CREDIT INDUSTRY AND PUBLIC.

(2) THE TERM OF OFFICE OF EACH MEMBER OF THE COUNCIL IS THREE YEARS. A MEMBER CHOSEN TO FILL A VACANCY ARISING OTHERWISE THAN BY EXPIRATION OF A TERM SHALL BE APPOINTED FOR THE UNEXPIRED TERM OF THE MEMBER WHOM HE OR SHE IS TO SUCCEED. A MEMBER OF THE COUNCIL IS ELIGIBLE FOR REAPPOINTMENT.

(3) MEMBERS OF THE COUNCIL SHALL SERVE WITHOUT COMPENSATION BUT ARE ENTITLED TO REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES INCURRED IN THE PERFORMANCE OF THEIR DUTIES.

5-6-302. Function of council - conflict of interest. (1) THE COUNCIL SHALL ADVISE AND CONSULT WITH THE ADMINISTRATOR CONCERNING THE EXERCISE OF THE ADMINISTRATOR'S POWERS UNDER THIS CODE AND MAY MAKE RECOMMENDATIONS TO THE ADMINISTRATOR. MEMBERS OF THE COUNCIL MAY ASSIST THE ADMINISTRATOR

IN OBTAINING COMPLIANCE WITH THIS CODE. SINCE IT IS AN OBJECTIVE OF THIS PART 3 TO OBTAIN COMPETENT REPRESENTATIVES OF CREDITORS AND THE PUBLIC TO SERVE ON THE COUNCIL AND TO ASSIST AND COOPERATE WITH THE ADMINISTRATOR IN ACHIEVING THE OBJECTIVES OF THIS CODE, SERVICE ON THE COUNCIL SHALL NOT IN ITSELF CONSTITUTE A CONFLICT OF INTEREST REGARDLESS OF THE OCCUPATIONS OR ASSOCIATIONS OF THE MEMBERS.

(2) (a) THERE IS HEREBY CREATED A SUBCOMMITTEE OF THE COUNCIL OF ADVISORS ON CONSUMER CREDIT FOR THE PURPOSE SPECIFIED IN PARAGRAPH (b) OF THIS SUBSECTION (2). THE SUBCOMMITTEE SHALL CONSIST OF THE ATTORNEY GENERAL, THE CHAIRPERSON OF THE COUNCIL, AND THREE MEMBERS OF THE COUNCIL APPOINTED BY SUCH CHAIRPERSON. OF THE SUBCOMMITTEE MEMBERS WHO ARE ALSO MEMBERS OF THE COUNCIL, TWO SHALL BE REPRESENTATIVES OF THE CONSUMER CREDIT INDUSTRY AND TWO SHALL BE REPRESENTATIVES OF THE PUBLIC. ANY ACTION TAKEN BY A MAJORITY OF THE SUBCOMMITTEE SHALL CONSTITUTE ACTION BY THE COUNCIL.

(b) THE SUBCOMMITTEE MAY REVIEW, REPEAL, AMEND, OR MODIFY ANY RULE PROMULGATED BY THE ADMINISTRATOR PURSUANT TO SECTION 5-6-104 (1) (e).

SECTION 2. 5-9-101 (1), (2), (3) (a), and (3) (b), Colorado Revised Statutes, are amended to read:

5-9-101. Time of taking effect - provisions for transition. (1) Except as otherwise provided in this section, this code ~~takes~~ AS IT EXISTED PRIOR TO THE ENACTMENT OF HOUSE BILL 00-1185, AS ENACTED AT THE SECOND REGULAR SESSION OF THE SIXTY-SECOND GENERAL ASSEMBLY, TOOK effect at 12:01 a.m. on October 1, 1971 AND WAS IN EFFECT THROUGH JUNE 30, 2000.

(2) To the extent appropriate to permit the administrator to prepare for operation of this code AS IT EXISTED PRIOR TO THE ENACTMENT OF HOUSE BILL 00-1185, AS ENACTED AT THE SECOND REGULAR SESSION OF THE SIXTY-SECOND GENERAL ASSEMBLY, when it ~~takes~~ TOOK effect and to act on applications for licenses to make supervised loans under this code AS IT EXISTED PRIOR TO THE ENACTMENT OF HOUSE BILL 00-1185, AS ENACTED AT THE SECOND REGULAR SESSION OF THE SIXTY-SECOND GENERAL ASSEMBLY, (subsection (1) of section 5-3-503), the provisions on supervised loans (part 5) of the article on loans (article 3 of this title) and of the article on administration (article 6 of this title) ~~take~~ TOOK effect on July 1, 1971, AND WERE IN EFFECT THROUGH JUNE 30, 2000.

(3) Transactions entered into before October 1, 1971, and the rights, duties, and interests flowing from them thereafter, may be terminated, completed, consummated, or enforced as required or permitted by any statute, rule of law, or other law amended, repealed, or modified by this code as though the repeal, amendment, or modification had not occurred, but this code, AS IT EXISTED PRIOR TO THE ENACTMENT OF HOUSE BILL 00-1185, AS ENACTED AT THE SECOND REGULAR SESSION THE SIXTY-SECOND GENERAL ASSEMBLY, applies to:

(a) Refinancings, consolidations, and deferrals made on or after October 1, 1971, AND BEFORE JULY 1, 2000, concerning sales, leases, and loans whenever made;

(b) Sales or loans made on or after October 1, 1971, AND BEFORE JULY 1, 2000, pursuant to revolving charge accounts (section 5-2-108) and revolving loan accounts (section 5-3-108) entered into, arranged, or contracted for before October 1, 1971; and

SECTION 3. 5-9-102, Colorado Revised Statutes, is amended to read:

5-9-102. Continuation of licensing. Notwithstanding the repeal and reenactment of articles 2 and 3 of chapter 73, C.R.S. 1963, by this code, all persons licensed or otherwise authorized under the provisions of articles 2 or 3 of chapter 73, C.R.S. 1963, immediately prior to October 1, 1971, are licensed to make supervised loans under this code AS IT EXISTED PRIOR TO THE ENACTMENT OF HOUSE BILL 00-1185, AS ENACTED AT THE SECOND REGULAR SESSION THE SIXTY-SECOND GENERAL ASSEMBLY, pursuant to the provisions on supervised loans of the article on loans (part 5 of article 3 of this title) IN EFFECT ON AND AFTER OCTOBER 1, 1971, BUT BEFORE JULY 1, 2000, and all provisions of said sections apply to the persons so previously licensed or authorized. The administrator may, but is not required to, deliver evidence of licensing to the persons so previously licensed or authorized.

SECTION 4. Article 9 of title 5, Colorado Revised Statutes, is amended BY THE ADDITION OF THE FOLLOWING NEW SECTIONS to read:

5-9-101.5. Time of taking effect - provisions for transition. (1) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THIS CODE AS IT EXISTS FOLLOWING THE REPEAL AND REENACTMENT CONTAINED IN HOUSE BILL 00-1185, AS ENACTED AT THE SECOND REGULAR SESSION OF THE SIXTY-SECOND GENERAL ASSEMBLY, TAKES EFFECT AT 12:01 A.M. ON JULY 1, 2000.

(2) TRANSACTIONS ENTERED INTO BEFORE JULY 1, 2000, AND THE RIGHTS, DUTIES, AND INTERESTS FLOWING FROM THEM THEREAFTER, MAY BE TERMINATED, COMPLETED, CONSUMMATED, OR ENFORCED AS REQUIRED OR PERMITTED BY ANY STATUTE, RULE OF LAW, OR OTHER LAW AMENDED, REPEALED, OR MODIFIED BY THIS CODE AS THOUGH THE REPEAL, AMENDMENT, OR MODIFICATION HAD NOT OCCURRED, BUT THIS CODE APPLIES TO:

(a) REFINANCINGS, CONSOLIDATIONS, AND DEFERRALS MADE ON OR AFTER JULY 1, 2000, CONCERNING SALES, LEASES, AND LOANS WHENEVER MADE;

(b) SALES OR LOANS MADE ON OR AFTER JULY 1, 2000, PURSUANT TO REVOLVING CREDIT ACCOUNTS ENTERED INTO, ARRANGED, OR CONTRACTED FOR BEFORE JULY 1, 2000; AND

(c) ALL CREDIT TRANSACTIONS MADE BEFORE JULY 1, 2000, INSOFAR AS ARTICLE 5 OF THIS TITLE LIMITS THE REMEDIES OF CREDITORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE DISCLOSURES DESCRIBED IN SECTIONS 5-3-105 (5), 5-3-106, 5-5-110 (4), AND 5-5-111 (3) OF THIS CODE TAKE EFFECT JANUARY 1, 2001.

5-9-102.5. Continuation of licensing. NOTWITHSTANDING THE REPEAL AND REENACTMENT OF PART 5 OF ARTICLE 3 OF THIS TITLE BY HOUSE BILL 00-1185, AS ENACTED AT THE SECOND REGULAR SESSION OF THE SIXTY-SECOND GENERAL ASSEMBLY, ALL PERSONS LICENSED OR OTHERWISE AUTHORIZED UNDER THE

PROVISIONS OF PART 5 OF ARTICLE 3 IMMEDIATELY PRIOR TO JULY 1, 2000, ARE LICENSED TO MAKE SUPERVISED LOANS UNDER THIS CODE PURSUANT TO THE PROVISIONS ON SUPERVISED LOANS CONTAINED IN PART 3 OF ARTICLE 2 OF THIS TITLE, AND ALL PROVISIONS OF SAID PART 3 APPLY TO THE PERSONS SO PREVIOUSLY LICENSED OR AUTHORIZED. THE ADMINISTRATOR MAY, BUT IS NOT REQUIRED TO, DELIVER EVIDENCE OF LICENSING TO THE PERSONS SO PREVIOUSLY LICENSED OR AUTHORIZED.

SECTION 5. Effective date. This act shall take effect July 1, 2000; except that the disclosures described in sections 5-3-105 (5), 5-3-106, 5-5-110 (4), and 5-5-111 (3) of this act take effect January 1, 2001.

SECTION 6. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Approved: May 26, 2000