



Debt Collection FAQs

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

Limited-Content Messages

QUESTION 1:

What is a “limited-content message”?

ANSWER (UPDATED 10/01/2021):

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

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

The **required content** includes the following:

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

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

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

12 CFR § 1006.2(j).

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

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

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

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

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

QUESTION 2:

Is a limited-content message a “communication”?

ANSWER (UPDATED 10/01/2021):

No.

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

or other electronic media. 12 CFR § 1006.2(d) and Comment 2(d)-1. An “attempted communication” is defined as any act to initiate a communication or other contact about a debt with any person through any medium, including by soliciting a response from such person. An act to initiate a communication or other contact about a debt is an attempt to communicate regardless of whether the attempt, if successful, would be a communication that conveys information regarding a debt directly or indirectly to any person. 12 CFR § 1006.2(b) and Comment 2(b)-1.

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

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

For more information about limited-content messages, see Section 3.3.3 in the [Debt Collection Small Entity Compliance Guide](#). For more information about the definitions of “attempt to communicate” and “communication,” see Section 3.3 in the [Debt Collection Small Entity Compliance Guide](#).

QUESTION 3:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

For more information about limited-content messages under the Debt Collection Rule, see Section 3.3.3 in the [Debt Collection Small Entity Compliance Guide](#). For more information about the definition of “communication,” see Section 3.3 in the [Debt Collection Small Entity Compliance Guide](#).

QUESTION 4:

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

ANSWER (UPDATED 10/01/2021):

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

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

For more information about limited-content messages, see Section 3.3.3 in the [Debt Collection Small Entity Compliance Guide](#). For more information about the definitions of “attempt to communicate” and “communication” see Section 3.3 in the [Debt Collection Small Entity Compliance Guide](#).

QUESTION 5:

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

ANSWER (UPDATED 10/01/2021):

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

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

QUESTION 6:

Are *Zortman* voicemails considered limited-content messages?

ANSWER (UPDATED 10/01/2021):

No.

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

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

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

QUESTION 7:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

QUESTION 8:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

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

QUESTION 9:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

Telephone Call Frequency

QUESTION 1:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

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

Telephone Call Frequency: Presumptions

QUESTION 1:

What are the presumptions related to telephone call frequency?

ANSWER (UPDATED 10/01/2021):

Under the Debt Collection Rule, a debt collector is **presumed to comply** with the prohibition against repeated or continuous telephone calls or conversations if the debt collector places a telephone call to a particular person in connection with the collection of a particular debt neither:

- More than seven times within seven consecutive calendar days [**“call frequency prong”**]; nor
- Within a period of seven consecutive calendar days after having had a telephone conversation with the person in connection with the collection of such debt [**“conversation frequency prong”**].

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

12 CFR § 1006.14(b)(2)(i).

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

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

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

12 CFR § 1006.14(b)(2)(ii).

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

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

QUESTION 2:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

QUESTION 3:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

QUESTION 4:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

QUESTION 5:

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

ANSWER (UPDATED 10/01/2021):

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

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

QUESTION 6:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

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

QUESTION 7:

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

ANSWER (UPDATED 10/01/2021):

If a debt collector calls a consumer to discuss multiple debts the consumer owes or allegedly owes, but the consumer does not answer the call and the debt collector does not leave a voicemail, the debt collector counts the telephone call as a telephone call in connection with the collection of at least one particular debt, unless an exclusion applies. Comment 14(b)(4)-1.i. For example, assume that a debt collector is attempting to collect a medical debt and a credit

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

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

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

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

QUESTION 8:

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

ANSWER (UPDATED 10/01/2021):

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

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

Telephone Call Frequency: Excluded Calls

QUESTION 1:

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

ANSWER (UPDATED 10/01/2021):

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

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

12 CFR § 1006.14(b)(3).

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

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

QUESTION 2:

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

ANSWER (UPDATED 10/01/2021):

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

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

QUESTION 3:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

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

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

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

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

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

QUESTION 4:

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

ANSWER (UPDATED 10/01/2021):

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

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

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

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

QUESTION 5:

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

ANSWER (UPDATED 10/01/2021):

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

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

Telephone Call Frequency: Rebutting the Presumptions

QUESTION 1:

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

ANSWER (UPDATED 10/01/2021):

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

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

- **Call frequency and pattern.** The frequency and pattern of telephone calls the debt collector places to a person, including the intervals between the telephone calls. The considerations relevant to this factor include whether the debt collector places telephone calls to a person in rapid succession (e.g., two unanswered telephone calls to the same telephone number within five minutes) or in a highly concentrated manner (e.g., seven telephone calls to the same telephone number within one day). It may also be relevant if the debt collector concentrates telephone calls on days that may be less convenient for the consumer (such as Sundays or holidays). Application of this factor is not limited to rapid succession or highly concentrated calling, however, and is dependent on all of the relevant facts and circumstances that may indicate an intent on the part of the debt collector to harass, annoy, or abuse the consumer.
- **Voicemail frequency and pattern.** The frequency and pattern of any voicemails that the debt collector leaves for a person, including the intervals between the voicemails. The considerations relevant to this factor include whether the debt collector left voicemails for a person in rapid succession (e.g., two voicemails within five minutes left at the same telephone number) or in a highly concentrated manner (e.g., seven voicemails left at the same telephone number within one day).
- **Content of prior communications.** The content of a person's prior communications with the debt collector. Among the considerations relevant to this factor are whether the person previously informed the debt collector, for example, that the person did not wish

to be contacted about the particular debt, that the person was refusing to pay the debt, or that the person did not owe the particular debt.

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

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

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

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

QUESTION 2:

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

ANSWER (UPDATED 10/01/2021):

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

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

- **Calls required by applicable law.** Whether a debt collector placed a telephone call to comply with or as required by applicable law. For example, a telephone call to inform the consumer of available loss mitigation options in compliance with the Bureau's

mortgage servicing rules under Regulation X, 12 CFR § 1024.39(a), may be an example of a call placed to comply with applicable law.

- **Calls related to active litigation.** Whether a telephone call was directly related to active litigation involving the collection of a particular debt. A telephone call to complete a court-ordered communication or as part of negotiations to settle active debt collection litigation involving the collection of a particular debt may be examples of calls directly related to active litigation involving the collection of a particular debt. However, the debt collector must comply with the prohibition on communicating or attempting to communicate with a consumer represented by an attorney with regard to the specific debt. 12 CFR § 1006.6(b)(2).
- **Consumer response calls.** Whether a debt collector placed a telephone call in response to a consumer's request for additional information when the exclusion for telephone calls made with the consumer's direct prior consent does not apply. For example, a consumer may tell the debt collector that the consumer would like more information about a debt but end the call before the debt collector can confirm whether the consumer's general statement about seeking more information constitutes the consumer's consent for the debt collector to place additional calls within the next seven days to provide the requested information. A telephone call to provide the requested information may be an example of a call placed in response to a consumer's request for additional information when the exclusion for calls made with the consumer's direct prior content does not apply.
- **Consumer benefit calls.** Whether a debt collector placed a telephone call to convey information to the consumer that, as shown through evidence, would provide the consumer with an opportunity to avoid a demonstrably negative effect relating to the collection of the particular debt, where the negative effect was not in the debt collector's control, and where time was of the essence.

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

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

QUESTION 3:

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

ANSWER (UPDATED 10/01/2021):

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

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

QUESTION 4:

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

ANSWER (UPDATED 10/01/2021):

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

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

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