

## Tribal lenders

Some payday or title lenders, many operating online, may be affiliated with federally recognized Indian tribes. They are not bound by Oregon payday and title lending laws, including the limits on fees and interest rates.

## Do the math

The chart below shows a typical loan from a **licensed** payday and title lender. If your loan cost is higher, the lender is probably unlicensed.

Loan Amount	Origination Fee + Interest	Total Loan Cost
\$100	\$13.06	\$113.06
\$200	\$26.12	\$226.12
\$300	\$39.17	\$339.17

Note: Under Oregon law, a payday or title loan must be for a minimum of 31 days.

## Need to borrow money?

Consider these options:

- Ask if you can delay or make payments on non-interest bills such as cellphone or utility bills.
- Borrow money from family or friends.
- Ask your credit union or bank for a loan.
- Make a budget and stick with it.
- Save some money for unexpected expenses, even if it is only \$5 a month.



Make sure your payday or title lender is licensed in Oregon

Call **866-814-9710** (toll-free)

or go online

**stopunlicensedloans.com**



# Would you pay \$1,000



# for a \$300 loan?



Make sure your payday or title lender is licensed in Oregon



DEPARTMENT OF  
CONSUMER  
& BUSINESS  
SERVICES  
Division of Finance &  
Corporate Securities

## Oregon law protects against unlicensed payday and title lenders

It happens. You need a quick loan. There are thousands of payday and title lenders offering loans – including online lenders – but they may charge excessive fees and interest rates. **STOP.** Check the facts before you apply or agree to a loan.

- All lenders, including those online, must be licensed by the State of Oregon to offer payday or title loans to Oregonians. Call 866-814-9710 (toll-free) or go to [stopunlicensedloans.com](http://stopunlicensedloans.com) to look up licensed payday and title lenders.
- In Oregon, a payday or title loan must be for at least 31 days and not longer than 60 days.
- The legal limits on what can be charged are:
  - A **one-time** 10 percent loan origination fee, up to a maximum \$30, for a new loan.
  - 36 percent interest.\*
  - Only two renewals, or “roll overs,” on an existing loan. (After two renewals, you must pay the loan amount and interest in full.)

\*The annual percentage rate (APR) – the total of all interest and fees calculated on an annual basis – will be **153.77 percent** if the lender charges the maximum interest rate (36 percent) and the maximum origination fees allowed.

**Note:** Payday and title lenders must give you a written loan agreement clearly explaining the fees, percentage rate, payment due dates, and what happens if you are late with your payments or you default.

Only a handful of online payday and title lenders are licensed in Oregon. An unlicensed online payday lender may charge extremely high fees and interest rates.

### File a complaint

It is easier to resolve problems with an Oregon-licensed payday or title lender than an illegal one. To file a complaint, call the Division of Finance and Corporate Securities at 866-814-9710 (toll-free) or go to [stopunlicensedloans.com](http://stopunlicensedloans.com).

### Spot unlicensed payday lenders

Some warning signs include:

- Charging more than a 10 percent **one-time** origination fee (maximum \$30), **or** charging other fees on the same loan.
- Offering a loan for less than 31 days.
- Offering to renew the same loan more than twice.
- Charging more than 153.77 percent annual percentage rate (APR).

### Important reminder

Do not send a vehicle title to a lender unless you have verified with us that the lender is licensed in Oregon.

## Beware of payday and title lenders that:

- Require your personal bank account information or your Social Security number just to see their fees, interest rates, or what your loan payments may be. **Do not authorize** electronic withdrawals until you read and agree to the loan agreement.
- Require upfront fees before getting a loan and request the payment with a prepaid card, debit or credit card, wire transfer, or money order.
- Do not explain the fees or interest rates.
- Do not provide a written loan agreement for you to read, agree to, and sign.
- Require you to release the payday or title lender from any liability; waive your rights for legal action, including arbitration; or authorize the lender to garnish your wages (“wage assignment”).
- Are unwilling to give you their physical address.
- Do not provide a copy of the agreement for your records.

