

# ACCOUNTS RECEIVABLE MANAGEMENT FOR BUSINESS FIRMS

## Part II. Collection of Receivables

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## Credit Instruments\_\_\_\_\_

Many businesses use a specific credit instrument and a specific collection policy to encourage prompt payment on credit accounts. Three major types of credit instruments are used depending on the type of business and credit program developed. They are: (1) the open book account, (2) the promissory note, and (3) the conditional sales contract. Regardless of the type of instrument chosen, it should provide evidence of the credit transaction and state policies such as length of repayment period and finance charges.

The **open book account** is the credit instrument used most by businesses. Under this arrangement, the value of goods and services sold on credit to each customer is recorded and documented by sales invoices, delivery receipts, or shipping tickets.

The **promissory note** is the buyer's written promise to pay the dealer a definite sum of money at a specified time. It may be a secured or unsecured note. When the note is secured, the purchased item and/or some other asset is pledged as collateral. Farm inputs such as fertilizer or chemicals, which are consumed before the farmer makes a payment, are usually purchased with an unsecured promissory note. In recent years, businesses often confirm that the customer has a line of credit with the bank to cover these payments. Machinery or equipment is often used as collateral under the secured note.

The **conditional sales contract** may be used to finance the purchase of durable capital goods with the seller retaining title to the capital item until full payment has been received.

## Collection Policy Terms\_\_\_\_\_

Once a credit instrument has been chosen, the collection policy must be specified to arrange the collection of normal business accounts and to encourage the payment of overdue or delinquent accounts. If either the promissory note or open book account is used, the collection policy is specified by determining values for the following credit terms:

**Cash discount rate** — The percentage reduction, if any, in the price of the product quoted to the buyer if the bill is paid within a specified number of days after the purchase date.

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**Cash discount period** — The number of days between the purchase date and the date on which the customer must pay to receive a discount.

**Account due period** — The number of days, aside from any cash discount period, between the purchase date and the date when full payment is due.

**Finance charge rate** — The rate of interest the customer must pay if the obligation is not paid by a specified date. The rate is usually expressed as a percentage of the bill per unit of time such as 1½ percent per month.

**Finance charge period** — The number of days between the purchase date and the date when the finance charge is imposed.



Additional variables which apply to sales financed with a promissory note are:

**Note issue period** — The number of days between the purchase date and the date the note is issued.

**Interest rate** — The annual percentage rate charged on the note from the time the note is issued until the end of the payment period.

**Note payment period** — The number of days between the date the note is issued and the date when it is due.

Each collection policy (as specified by these credit terms) will have a different impact in terms of the firm's cash flow, the time and money needed to administer the credit program, customers' use of credit, and the potential for bad debt losses. See Appendix A for sample credit policies.

For many businesses, finance charges are necessary to encourage payment and to cover the cost of extending credit. Some firms use cash discounts to encourage payment, as a method of reducing prices to meet competition, or because they are concerned about cash flow problems resulting from excessive uncollected receivables. Collection policy terms must be a planned part of the credit program and should be consistent with the goals and objectives of the business. The following checklist will assist you in evaluating your credit collection policies.

# CREDIT COLLECTION POLICIES CHECK LIST

<u>Terms of Sale</u>	Yes	No	Not Applicable
Do you offer a cash discount?	_____	_____	_____
Is the time limit for payment clearly stated?	_____	_____	_____
Are finance charges assessed on all overdue accounts?	_____	_____	_____
 <u>Statements</u>			
Do you send regular billings that contain clear instructions for payment and consequences for nonpayment?	_____	_____	_____
Are statements prompt, accurate, and are credit terms properly communicated?	_____	_____	_____
 <u>Follow-Up</u>			
Do you have a systematic procedure for follow-up on slow accounts?	_____	_____	_____
Is there a standard sequence of follow-up letters?	_____	_____	_____
Is the tone of these letters progressively stronger?	_____	_____	_____
Do you use the telephone to contact delinquent accounts?	_____	_____	_____
Is your telephone technique effective?	_____	_____	_____
Do you offer special arrangements for collecting past-due accounts?	_____	_____	_____
Do you have a late-payment penalty?	_____	_____	_____
Do you put delinquent accounts on a C.O.D. basis?	_____	_____	_____
 <u>External Resources</u>			
Do you have a working relationship with a collection agency?	_____	_____	_____
Are accounts turned over automatically after a specific time period?	_____	_____	_____
Do you refer the most serious delinquencies to an attorney?	_____	_____	_____

## Cash Discount \_\_\_\_\_

A cash discount is usually offered by some businesses to encourage prompt payment of the account to reduce the chances of it becoming delinquent. The cash discount rate, the length of the cash discount period, and the length of the account due period determine the effectiveness of the cash discount in encouraging earlier payments.

A cash discount rate can be converted to an equivalent annual interest rate as shown by the following table. For example, a 1 percent discount if

cash is paid in 30 days, with an account due date of 90 days (1%/30, net/90 days) results in an equivalent annual interest rate of approximately 6.1 percent  $[(.01 \times 365) \div (90 - 30)]$ . Customers are foregoing a potential savings equal to 6.1 percent per year (over 1/2 percent per month) if they do not accept the cash discount and pay in 90 days instead. If the firm increases its cash discount rate to 2 percent, the customer would be giving up a potential savings of 12.2 percent annually  $[(.02 \times 365) \div (90 - 30)]$  or over 1 percent per month by paying in 60 days rather than within the discount period.

**Table 1. Equivalent Annual Interest Rates\***

Discount Terms	Days Net Due			
	30	45	60	90
	-----percent-----			
0.5%, 10th, net **	9.1 <sup>a</sup>	5.2	3.7	2.3
1.0%, 10th, net **	18.3	10.4	7.3	4.6
1.5%, 10th, net **	27.4	15.6	11.0	6.8
2.0%, 10th, net **	36.5	20.9	14.6	9.1
0.5%, 30th, net **	---	12.2	6.1	3.0
1.0%, 30th, net **	---	24.3	12.2	6.1
1.5%, 30th, net **	---	36.5	18.3	9.1
2.0%, 30th, net **	---	48.7	24.3	12.2

\*The equivalent annual interest rate can be calculated using the following formula:

$$\begin{aligned} \text{Equivalent Annual Interest Rate} &= \frac{(\text{Cash Discount Rate}) \times (365 \text{ Days})}{(\text{Account Due Period}) - (\text{Cash Discount Period})} \\ &= \frac{(0.5) (365)}{(30 \text{ days}) - (10 \text{ days})} = 9.1\% \end{aligned}$$

\*\*The account due period (days net due) in this table is represented by the range of time of 30, 45, 60 or 90 (as depicted by the columns across the table) days depending on the policy of the business.

If the total credit period is decreased from 90 days to 60 days, the equivalent annual interest rate would increase to 24.3 percent  $[(.02 \times 365 \div (60 - 30))$  or over 2 percent per month. Therefore, increasing the cash discount rate or decreasing the account due date should increase the effectiveness of the cash discount in encouraging earlier payments on credit accounts.

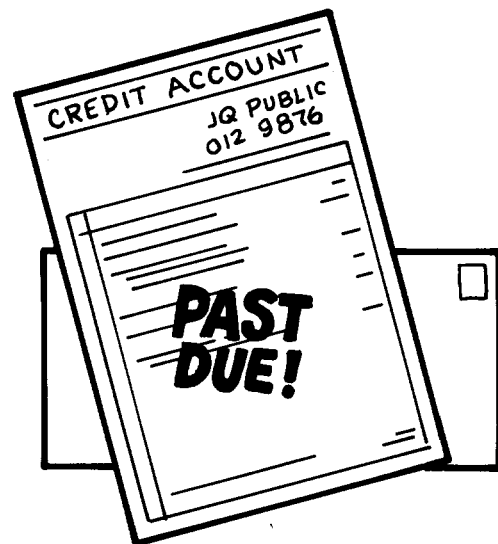
It is usually to the customer's advantage to accept the cash discount if: there is no cash flow problem; the discount is greater than the return the funds would otherwise earn; funds can be borrowed from other sources for less than the discount period.

## Delinquent Accounts\_\_\_\_\_

When credit is granted, the business manager must closely watch receivables to determine which accounts have run past due. Sometimes the best customers experience hardship which may (at least temporarily) affect the ability to repay within specified terms. The major concern is to motivate the customer to repay the debt and minimize the past due accounts.

The main objectives are to collect delinquent accounts promptly, retain goodwill and promote additional sales. A firm, well-defined collection policy to achieve these objectives is essential because:

- The longer the account is delinquent, the more difficult it is to collect.
- Customers who do not want to go into debt further may be inhibited from making additional purchases.
- A firm, courteous collection policy will be respected by buyers.
- A reputation of effective collection efforts will aid in deterring customers from allowing their account to become delinquent. Effective collection will help to prevent over-extension of credit to slow-paying customers.
- A large amount of past-due receivables ties up the seller's working capital, which in turn restricts the seller's ability to take advantage of discount terms on his purchases. This can force a seller to borrow money to meet his obligations, thereby reducing profits.



## Finance Charges\_\_\_\_\_

Many businesses use a delinquency charge for late payment to discourage customers from allowing their accounts to become long past due. The delinquency charge normally involves a finance or service charge up to 1½ percent per month (set by law in North Dakota) on all balances more than 30 days past due. For example, if a customer's statement at the end of June indicates a balance of \$400 which is more than 30 days past due, the finance charge for June is calculated as follows:

$$\$400 \times .015 = \$6.00$$

This represents an annual interest charge of 18 percent  $(12 \times .015)$ . Finance charges must be printed on account statements, bills, and charge slips.

## Cost of Delinquent Accounts.

Even with excellent credit management, some customers will not pay within the normal credit period. In some cases, the delinquency in payment occurs because the customer may have misunderstood the terms or may be overcommitted and temporarily out of funds. However, some people are by habit slow to pay or are actually dishonest. In any case, the credit manager needs a procedure to collect overdue accounts.

Promptness is one of the basic requirements of any collection procedure for delinquent accounts. Experience suggests that the longer an account is allowed to be delinquent, the higher the chances are it will result in bad debt loss. The following U.S. Department of Commerce summary provides an estimate of the value of the account/dollar over time.

Age (Past Due)	Value of Account/Dollar
Current accounts	100 cents
30 days	97 cents
60 days	90 cents
90 days	80 cents
6 months	67 cents
1 year	45 cents
2 years	23 cents
3 years	12 cents
5 years	1 cent

If accounts are not collected and written off as bad debts, additional sales will be required to offset these losses. The additional sales required for selected net profit margins is shown in Table 2.

Table 2. Additional Sales Required to Offset Bad-Debt Losses at Selected Net Profit Margins.

Bad Debt Loss	Net Profit Margin						
	1%	2%	3%	4%	5%	6%	7%
\$ 50	\$ 5,000	\$ 2,500	\$ 1,667	\$ 1,250	\$ 1,000	\$ 833	\$ 714
100	10,000	5,000	3,333	2,500	2,000	1,667	1,429
150	15,000	7,500	5,000	3,750	3,000	2,500	2,143
200	20,000	10,000	6,667	5,000	4,000	3,333	2,857
250	25,000	12,500	8,333	6,250	5,000	4,167	3,571
300	30,000	15,000	10,000	7,500	6,000	5,000	4,286
350	35,000	17,500	11,667	8,750	7,000	5,833	5,000
400	40,000	20,000	13,333	10,000	8,000	6,667	5,714
450	45,000	22,500	15,000	11,250	9,000	7,500	6,429
500	50,000	25,000	16,667	12,000	10,000	8,333	7,143

For example, if a business is operating at a 3 percent net profit margin, a bad debt loss of \$300 would require additional sales of \$10,000 to offset that loss.

## Bankrupt Customers

In some instances, customers may become overextended to the point where they have to file for

bankruptcy. Creditors may have to file a proof of claim in bankruptcy cases. If the debtor, under a Chapter 11 case, has listed all creditors in the schedules submitted to the bankruptcy court, that listing has the effect of filing a proof of claim. To be eligible to share in the distribution of the debtor's assets, a creditor must file a proof of claim if the creditor is not listed in the schedules submitted to the court or if the creditor disagrees with how the claim is listed on the debtor's schedule, such as size of the debt, the character of the claim, etc. The creditor should make an appearance at the court or file a claim to insure that the debt is filed properly.

Failure to file a timely claim may have detrimental consequences for the creditor. Under Chapter 7 cases, an unsecured claim that is filed late is paid only after all unsecured creditors who filed timely are paid.

Beyond filing the proof of claim, there is not much that can be done. No further billing can take place. It would be better to devote time to other customers.

## Billing Procedures

Billing should be on a regular cycle (i.e., the same day each month). The actual day of the month used may vary by business. It is important that bills be sent promptly (prior to due date) to remind the customers of their obligation and that the bills be accurate. The bill should include the date of the purchase, a description of the goods purchased, the amount of the purchase, and any other necessary information, plus the total payment due and the due date.

When a customer reaches the credit limit established, he or she should be billed immediately. Other strategies that improve bill collection include: the use of a colored envelope to draw attention to your bill, colored (pastel) paper, a return envelope to make it easy, and computerized billing. Experience indicates that a business' receivables may be reduced further by using a computerized billing system and return envelopes.

A system for billing delinquent accounts must also be developed and followed when necessary. This policy should strive to maintain goodwill while emphasizing that credit is a service available to responsive customers rather than a privilege to all customers.

The first step to collect an overdue account is an overdue notice or an impersonal reminder that can be attached to the monthly credit (billing) statement. Some businesses stamp their bills with a statement

such as "Past Due Account" or even "You have not paid me yet." This first notice should be positive without any threat of punishment or penalty (with the exception of appropriate finance charges).

## First Letter

If the customer does not respond to the impersonal reminder, a personal letter signed by the business owner should follow. Account statements should be included with the letter. This letter should be straightforward and to the point. For example, it might look like this:

*I am writing about your past due account. Your account is \_\_\_\_\_ days past due. May we expect a check for the full amount of \$100 in 10 days by July 15, 1984 so your account will be current? Thank you. (See Appendix B for other examples.)*

## Second Letter

As soon as the deadline is passed, send a second letter which is still courteous, but firmer than the first letter.

*Your July 1 statement, enclosed, shows a past due balance of \$100. On July 5, we sent you a letter calling your past due account to your attention and requested payment, but as of this date we have received no response. Please pay this account of \$100 immediately. Thank you.*

With this letter you are giving the customer an opportunity to save face.



## Telephone Call

If there still is no response, a personal phone call may be appropriate. This call must be during reasonable hours, between 8:00 a.m. and 9:00 p.m.,

according to the Fair Debt Collection Practices Act. The following checklist should be followed before making the call:

- Have all necessary information in front of you.
- Review the debtor's account including past collection efforts.
- Know whom you're calling.
- Know how much is owed.
- Know what happened on previous efforts or contacts.
- Formulate what you will say while anticipating how the debtor might respond.

It may be useful to classify the debtor by cause of delinquency and anticipated results. Causes of delinquency can be classified as circumstantial, intellectual, or emotional causes. Debtors can be classified according to anticipated results as follows:

- The debtor who pays on first demand.
- The debtor who cannot pay on first demand but is willing to make arrangements.
- The debtor with a grievance or dispute.
- The staller.
- The debtor who refuses to pay but can be motivated to do so.
- The debtor who refuses to pay but cannot be motivated.

When making a call, it is important that you create a need to make that person pay you. The person making the call should be positive, be sure there is no misunderstanding, be alert and perceptive, and be sufficiently versatile to change direction or work around barriers.

The caller should identify the debtor (do not talk to children), identify yourself and the name of the firm, ask for payment in full, and ask when (specific date) you can expect to receive the payment. It is important not to be abusive but to concentrate on getting a firm commitment to pay. Take notes of the phone call and the response and keep this documentation in the debtor's account file.

## Using a Collection Agency\_\_

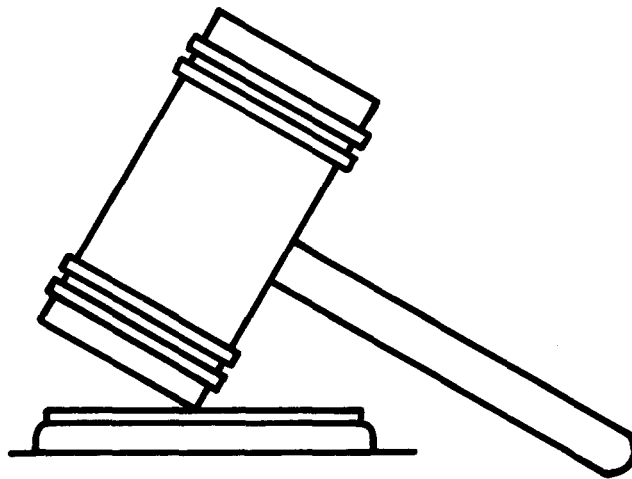
Up to this point, a conscious effort has been made to maintain goodwill in dealing with the customer. However, it may be necessary to take a more forceful approach. One alternative is the use of a collection agency. Most credit bureaus provide collection assistance, as well as independent collection agencies.

Collection agencies charge approximately 40 to 50 percent of the outstanding bill for their services. Obtaining at least a portion of the payment may be better than no payment at all, particularly for a customer with a large overdue account.

In addition to collecting accounts, credit bureaus keep a file on the credit history of people. It is advantageous to report overdue accounts to credit bureaus. Other businesses who check on these customers may be protected from further losses. If that customer tries to obtain credit elsewhere, this will show up on their record. As a result, it may improve your chances of being able to collect on the account if that customer intends to clear his credit record. (See Appendix C for Credit Bureaus in North Dakota.)

The collection service you choose to represent you and recover your past due accounts should be a firm that is:

- Established, with a good community reputation and an adequate financial position.
- Known to use ethical methods and procedures.
- Concerned with the protection of your reputation and position in the community as well as the collection of the account.
- Owned or managed by people active in community affairs and who are of high integrity.
- Bonded to afford protective coverage for all collection business.
- Able to forward and receive collection business to and from other areas of the country.
- Well trained in procedures and techniques and qualified to advise a business with effective in-house credit procedures. May include affiliation with a professional association such as Associated Credit Bureaus, Inc. (ACB) or American Collectors Association, Inc. (ACA).



## Small-Claims Court\_\_\_\_\_

Small-claims court is another tool for collection that is used frequently. It is not always a last resort effort but can be an alternative to the use of a collection agency.

When using small-claims court, there are several things to consider:

- If the claim is for late payment, is it worth the risk of losing the customer?
- Is the amount claimed worth the time and costs?
- Is there adequate evidence to prove the claim?
- Can the judgment be collected if the case is won?

The amount of claim that can be tried under small-claims court is limited to a maximum of \$1,500 by North Dakota law. If the claim is against an individual, you must sue in the county where he or she resides. A business or corporation is sued in the county in which the transaction takes place.

The forms for filing a claim can be obtained from the county's clerk of court office or designated locations. Fees for the forms, filing fees, and procedures will vary by county. Instructions on the correct procedures can be obtained from the clerk of court office.

The following guidelines should be followed when appearing in court:

- Make copies of all documentation. Retain the originals and give the judge a copy. You will not receive this information back.
- Have your evidence neat and orderly.

- Dress appropriately, be courteous to all participants, and do not lose your temper.

Obtaining a judgment in your favor is not a guarantee that you will automatically receive your money. The court or court house is not a collection agency. If the judgment is not voluntarily satisfied, you must follow up by personal collection, having the sheriff collect it or by having the small-claims judgment transcribed into district court in some counties so that the judgment can be executed. Some counties allow you to execute the small-claims judgment. There is usually a fee (which will vary by county) for using the sheriff or transcribing the judgment into district court. If the debtor does not pay and the judgment has been filed, it is recommended to notify the local credit bureau as well.

## Consumer Credit Counseling.

Individuals or families who realize they have credit problems may seek the help of a consumer credit counseling service (CCC). In some cases, a business person may suggest that a customer seek assistance from such an agency. A CCC service is a nonprofit organization supported by credit grantors who make voluntary contributions.

Consumer credit counseling assists credit grantors by:

- Setting up repayment plans for their clients (your customers) which treat all creditors fairly and equitably.
- Acting as a liaison between clients and creditors, keeping the lines of communication open and the business relationship positive.
- Making consistent, reliable payments on behalf of clients enrolled in the debt liquidation program.
- Reducing the need for continual billings, letters requesting payment, third-party collections, and legal proceedings.
- Providing a resource for referral of delinquent customers.
- Reducing the incidence of bankruptcy.
- Educating the customers to be better, more responsible consumers and credit holders.

Locations of CCC services are included in Appendix D.

## Regulation of Credit

Truth in Lending legislation was enacted in 1969 by the federal government. This legislation requires merchants and dealers, as well as financial institutions, to disclose the details of their credit arrangements so the customer can compare costs for different sources of credit.

Two basic items must be disclosed to the customer: the finance charge and the annual percentage rate. The finance charge is defined as the total of all costs which the customer must pay, directly or indirectly, for obtaining credit. Common charges included in the finance charge are interest, loan fees, discounts, premiums for credit life insurance, finder fees, transaction charges, credit report fees, and appraisal fees except on real estate.

The annual percentage rate (APR) is defined as the annual cost of credit relative to the unpaid balance of the account (loan) expressed in percentage terms. The Federal Reserve Board has a publication of tables showing the APR for different finance charges and number of monthly or weekly payments to be made. This publication entitled, "Truth in Lending, Regulation Z Annual Percentage Rate Tables," Volume I can be obtained from the Board of Governors of the Federal Reserve System, Washington, D.C.

The cash discount used frequently by farm supply dealers is also subject to the truth in lending regulations. The finance charge and APR associated with a cash discount must be disclosed to the buyer.

In addition to finance charges and the APR, the following specific items must be disclosed on the monthly statements for **open-end credit** arrangements:

- The unpaid balance at the start of the billing period.
- The amount and date of each extension of credit and identification of each item purchased.
- Payments made by a customer and other credits: this includes returns, rebates, and adjustments.
- The rates used in calculating the finance charge plus the range of balances to which they apply.
- The unpaid balance on which the finance charge was calculated.
- The closing date of the billing cycle and the unpaid balance at that time.



In the case of **installment plans** and **credit other than open-end** the credit customer must be informed of:

- The date on which the finance charge begins to apply, if this is different from the date of the transaction.
- The number, amounts and due dates of payments and total payments.
- The amount charged for default, delinquency, etc. or method used for calculating that amount.
- Description of any security held.
- Description of any penalty charge for prepayment of principal.
- How the unearned part of the finance charge is calculated in the case of prepayment (charges deducted from any rebate or refund must be stated).
- The cash price, the down payment (including trade-in), and the difference between the two.
- All other charges, itemized, that are included in the amount financed but not part of the finance charge.
- The unpaid balance.
- Amounts deducted as prepaid finance charges or required deposit balances.
- The amount financed.
- The total cash price, finance, and all other charges.

In addition to disclosure of the details of the credit arrangement, the Uniform Commercial Credit Codes in some states impose a maximum APR (1½ percent per month in North Dakota) that can be charged for different types of credit. These limits (usury laws) may also spell out additional allowable charges for different types of loans as well as for delinquencies, deferrals, refinancing, and consolidations. Credit managers should periodically check the state codes to insure that their firm's policies are in compliance.

## Summary

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Many changes have occurred in the way business is transacted. The high cost of money has made it unprofitable to carry accounts receivable for a long period of time unless finance charges are imposed. The longer accounts are delinquent, the more chances of collecting those accounts diminish.

Managers must continually monitor accounts receivable to minimize collection periods and bad debt losses and thereby increase profitability, which is the primary purpose for selling on credit. Firm, prompt, and fair collection practices will go a long way in maximizing profit from credit sales.

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### APPENDIX A

#### Sample X, Y, Z Company Credit Policy

1. Credit will be extended only to customers who have *prior approval*.
2. To obtain approval, customers must fill out an *application form*. Only the manager may grant approval.
3. The manager will establish a *credit limit* for each customer based on his or her needs and ability to repay.
4. An itemized statement of account will be mailed to each customer on the 25th of each month.
5. All accounts are due on the 10th of the month following billing. Accounts not making payment then will be sent "reminder notices."
6. Interest charges of 1½ percent per month will be charged on accounts of \$500 or less not paid by the 10th of the month. Interest charges of 1¼ percent per month will be charged on portion of balance over \$500.
7. Customers who make no payment on account within 30 days of due date are considered to be in *default* and will be sent a "notice of cure."
8. Legal measures will be taken if payment is not received within 20 days of "notice of cure."
9. The manager will review the credit program every six months to determine if credit goals are being met. Remedial action will be taken to meet goals.

## Sample A, B, C Company Credit Policy

1. Dollar limit on accounts (to vary among individuals).
2. No cash discounts.
3. Written credit application (including a financial statement) must be approved by Credit Manager.
4. Service charge of 1½ percent per month to be charged after 30 days from billing date.
5. Accounts will be aged monthly and the Credit Manager will review the aging in his evaluation of the credit program.
6. All accounts delinquent 30 days after date of billing will be cash only.

## Sample D, E, F Company Credit Policy

1. Convenience credit will be offered to approved accounts with limits based on the customer's needs and ability to pay.
2. All accounts due 10th of month following date of purchase.
3. Credit will be extended or renewed only on approval of a credit application.
4. A credit charge of 1 percent per month will be charged on accounts over 30 days.
5. All accounts will be aged and reviewed monthly by manager and board.
6. All tickets signed with credit terms specified.
7. All accounts over 60 days will be cash only.

*"Our records show that your balance for the amount of \$\_\_\_\_\_ is now past due. Please give this your prompt attention. (Finance charges on overdue accounts are at the rate of 1½ % per month.)*

*If payment has been made by the time this reaches you, please disregard this reminder and accept our thanks."*

These are short courteous letters reminding customers that their accounts are past due. No customer should feel offended at receiving a letter like this.

**Second letter** — If account is not paid by April 1, send the second letter along with the April 1 statement. Examples:

*"Your April 1 statement, enclosed, shows a balance of \$100.00, all of which is now past due. On March 5 we sent you a letter calling your past due account to your attention and requested payment, but as of this date we have received no response. Now, if there is some reason for not paying this account, please let us know at once, or we will expect a check for \$100.00 by return mail. Thank you."*

*"If you have already paid the past due amount of \$68.31 please disregard this notice. Your payment may have arrived after we started making out your bill; in that case, your account will have been brought up to date by now, and your payment already recorded.*

*If you have not sent payment, please do so promptly since your account is now overdue and interest charges are accruing at the rate of 1½ % per month.*

*Please let me know if there is a problem with which I may be able to help."*

With this letter you are giving a customer an opportunity to save face and give you a reason for not paying. This letter is also courteous but a little firmer than the first letter.

**Third letter** —

*"It seldom becomes necessary for us to turn an account over to an attorney for collection. On those few occasions when circumstances leave us no alternative, we consider it only fair to tell the person exactly what we intend to do.*

*Certainly you must realize that we have made every effort to be fair and patient in requesting that you settle your account, balance of \$\_\_\_\_\_. We have written you several times, asking that you let us know how we could cooperate with you in getting this indebtedness straightened out.*

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## APPENDIX B

### Examples of Overdue Notice Letters

**First letter** — If account is past due, send along a courteous reminder letter. Examples:

*"Your March 1 statement, enclosed, shows a balance of \$100.00, of which \$75.00 is past due. May we expect a check by return mail or at least this past due balance so your account will be current? Thank you."*

*Your continued silence leaves us no alternative but to take other action to collect this account, a step that we sincerely regret. So, won't you respond to this final appeal for your cooperation and avoid a procedure that can only mean embarrassment, inconvenience, and additional expense to you?*

*Unless we hear from you within 20 days we shall be compelled to take other action to collect this account."*

## APPENDIX D

### Consumer Credit Counseling Services in North Dakota

Consumer Credit Counseling  
415 Ave. A East  
Bismarck, ND 58501  
(701) 255-3328

Consumer Credit Counseling  
1721 S. University Drive  
Fargo, ND 58103  
(701) 235-6433 or 235-3328

Consumer Credit Counseling  
400 22nd Ave. N.W.  
Minot, ND 58701  
(701) 852-3328

Consumer Credit Counseling  
311 Main—Suite 207  
Williston, ND 58801  
(701) 774-3328

## APPENDIX C

### Credit Bureaus in North Dakota

Credit Bureau of Bismarck  
227 W. Broadway  
Bismarck, ND 58501  
(701) 223-7730

Credit Bureau  
of Jamestown  
110 S.W. 9th  
Jamestown, ND 58401  
(701) 252-6770

Credit Bureau of  
Devils Lake, Inc.  
Galloway Building  
P.O. Box 792  
Devils Lake, ND 58301  
(701) 662-3753

Credit Bureau of Mandan  
100 Main W.  
Mandan, ND 58554  
(701) 663-6404

Credit Bureau of  
Dickinson  
P.O. Box 1347  
Dickinson, ND 58601  
(701) 225-5123

Credit Bureau of  
Minot Area  
109-A S. Main  
Minot, ND 58701  
(701) 852-3391

Credit Bureau of  
Fargo-Moorhead, Inc.  
101 South 8th  
P.O. Box 430  
Fargo, ND 58107  
(701) 293-1533

Credit Bureau of  
Valley City  
674 15th Ave. S.W.  
Valley City, ND 58072  
(701) 845-3912

Credit Bureau of Grafton  
539 Hill Ave.  
Grafton, ND 58237  
(701) 352-0411

Credit Bureau of  
Wahpeton-Breckenridge  
118 N. 6th  
Wahpeton, ND 58075  
(701) 642-5572

Credit Bureau of  
Grand Forks  
11 S. 4th  
Grand Forks, ND 58201  
(701) 775-8165

Credit Bureau of  
Williston  
P.O. Box 788  
11 E. Broadway  
Williston, ND 58801  
(701) 572-6305

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