



Michigan Consumer Protection Act

Many veterinarians have never heard of the Michigan Consumer Protection Act (MCPA) or that they could be sued under it. The MCPA is a set of statutes that are designed to protect consumers from certain unfair practices. Many of the violations involve misrepresentations to the consumers.

These misrepresentations need not rise to the level of fraud. For example, one part of the MCPA states that "Causing a probability of confusion or of misunderstanding as to the terms or conditions of credit if credit is extended in a transaction" could be a violation. A payment plan is such an extension of credit. Therefore, if the veterinarian is going to charge interest on unpaid amounts, the consumer should know it up front or the veterinarian could be liable under the MCPA.

Also, it is a violation of the MCPA for a person to charge "the consumer a price which is grossly in excess of the price at which similar property or services are sold." Therefore, veterinarians should be aware of the prices that are generally charged for certain services so their prices can be in a similar ballpark as other veterinarians in the same type of practice for a particular service to be rendered.

Under the MCPA, a veterinarian cannot require a consumer to waive (or purport to waive) a "right, benefit, or immunity provided by law, unless the waiver is clearly stated and the consumer has specifically consented to it." How does a veterinarian best protect himself from litigation over waivers of rights? The veterinarian could hire a knowledgeable attorney to draft his service contracts and to

make sure that the client signs said to acknowledge that the client understands what he is giving up and what the veterinarian's services cover.

The good news is that a veterinarian could be somewhat exempt from the MCPA when making medical diagnoses. In a recent case, *Nelson v Ho*, 564 NW 2d 482 (Mich App 1997), the Michigan Court of Appeals held that a human physician could not be sued on the MCPA for alleged misconduct in the actual performance of medical services or the practice of medicine. However, the Court of Appeals also held that the physician could be sued under the MCPA for acts which relate to the entrepreneurial, commercial, or business aspect of the physician's practice. Veterinarians probably fall into the same category as the physician because under most of Michigan law, veterinarians are considered medical professionals. Therefore, veterinarians would be wise to recognize their potential liability under the MCPA.

What happens if a veterinarian violates the MCPA? A client could file a suit and obtain an injunction against the veterinarian and/or receive money from the veterinarian in the amount of \$250 or the actual damages, if greater than \$250, plus reasonable attorney fees for each violation that was committed. The attorney fees *must* be awarded if the client wins under the MCPA in a lawsuit. Furthermore, the Attorney General may also sue the veterinarian for violations under the MCPA. If the Attorney General is successful, then the veterinarian could be assessed a civil penalty no greater than \$25,000.

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1. MCL 445.903(o)
2. MCL 445.903(z)
3. MCL 445.903(t)

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