Act No. 23 (2025) STUDY; PROTECTIONS FOR VICTIMS OF COERCED DEBT

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Submitted by:

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Introduction

Section 18 of Act No. 23 of 2025, *An act relating to the regulation of insurance products and services*, requires the Department of Financial Regulation (DFR) to study regulatory models for providing protections and remedies for victims of coerced debt and to recommend a model appropriate for Vermont. The study shall review the Model State Coerced Debt Law prepared by the National Consumer Law Center in May of 2024, as well as laws enacted or proposed in other jurisdictions.

DFR consulted with the organizations specified in the statute, including the Vermont Network, the Vermont Bankers Association, the Association of Vermont Credit Unions, the Office of the Attorney General, and Vermont Legal Aid. Two virtual stakeholder meetings were held with the named entities, in August and in October; the National Consumer Law Center also participated in the second meeting to provide additional information on its model law.

Act No. 23 requires DFR to report findings and recommendations in draft form to the House Committee on Commerce and Economic Development and the Senate Committee on Finance no later than January 15, 2026. While stakeholders agreed on the seriousness of coerced debt, they did not reach consensus on specific legislative recommendations. This report serves to provide background on coerced debt and legislation enacted in other states based on DFR research and stakeholder discussions.

DFR finds that coerced debt affects individuals in ways that often fall outside the scope of existing laws and protections. DFR recommends that the legislature continue to explore this emerging policy area, including a focus on the benefits and drawbacks of other states' implementation of coerced debt protections.

Background on Coerced Debt Practices

Coerced debt occurs when an individual enters into a loan agreement without effective consent—such as through the use of force or manipulation.[1] In some cases, the individual is coerced into signing a loan by an abusive partner. In other cases, the individual's personal information is used by another known person to take out a loan. The person coerced into taking out the loan may ultimately be responsible for making payments on that loan, even if they do not have access to the proceeds or benefit from them—such as being liable for car payments on a vehicle they do not actually possess. They may not even be aware of the existence of a loan until receiving bills or collection notices. In turn, damaged credit may make it more difficult for survivors[2] not only to take out loans in the future, but to secure housing, utilities, and employment.[3]

[1] This report focuses primarily on coerced debt in the context of domestic violence, but it can take place in other contexts as well. For example, a family member may manipulate an older adult or a young person to take out a loan on their behalf, or may take out a loan in their name.

[2] The terms "survivor" and "victim" are often used in different contexts. Some use the term "survivor" more generally, which is the way in which it is used in this report. Others may distinguish a "victim" as a person still in an abusive family situation and a "survivor" as a person recovering from such a situation.

[3] In Vermont, 21 VSA §495i restricts the use of credit information for employment purposes, with some exemptions based on the type of employment. Laws regarding the use of credit reports in hiring vary from state to state.

Coerced debt overlaps with multiple types of companies and enumerated consumer laws. Individual lenders make loans based on their assessment of a borrower's capacity and likelihood of repaying a debt. A loan taken out due to coercion may be less likely to be repaid, leading to default and potential collections activity or, if secured by collateral, repossession or foreclosure. Lenders may be banks, credit unions, or nondepository companies, and depending on the type of loan and lender, they may be subject to Vermont law, the laws of another state, and/or federal law.

A loan in collections with a third-party debt collector is subject to the federal Fair Debt Collection Practices Act (FDCPA), which governs how debt collectors communicate with consumers and provides protections to borrowers. Debts in collection could also lead to lawsuits and court judgments. In turn, loans that are delinquent, in default, or in collections are also reported to private companies that are credit reporting agencies, of which three national entities —Equifax, Experian, and TransUnion—are the most well-known. Credit reporting is subject to the federal Fair Credit Reporting Act (FCRA).

Coerced debt is a problem not fully anticipated, or captured, by any of these entities or provisions. For example, consumer protections exist to challenge a debt in collections that is not theirs, and to dispute information on a credit report that is inaccurate and falsely attributed to them. Similarly, identity theft laws provide remedies for people whose personal information was stolen and used to take out loans. However, these measures miss situations where someone took out a loan under duress or threat. Coerced debt laws attempt to fill this gap.

In response to a petition for rulemaking from the National Consumer Law Center (NCLC) and the Center for Survivor Agency and Justice (CSAJ), the federal Consumer Financial Protection Bureau issued an advance notice of proposed rulemaking in December 2024 to amend the definitions of "identity theft" and "identity theft report" under the Fair Credit Reporting Act.[4] The petition requested that a revised definition of "identity theft" include debts incurred "without effective consent," and to provide a pathway to relief for survivors to block negative information resulting from identity theft. Between December 2024 and April 2025, when the comment period closed, 50 comments were received from a wide range of stakeholders. No additional public action has been taken on this proposed rulemaking since the closure of the comment period.

At least six states have enacted statutory provisions addressing coerced debt: California (2022), Connecticut (2024), Maine (2019), Minnesota (2023), New York (2025), and Texas (2021). Each state's approach varies in terms of applicability and process; some modified existing identity theft or debt collection statutes, while others were enacted as standalone measures.

[4] Consumer Financial Protection Bureau, "Fair Credit Reporting Act (Regulation V); Identity Theft and Coerced Debt," 89 Federal Register 100922-100923 (December 13, 2024). https://www.govinfo.gov/content/pkg/FR-2024-12-13/pdf/2024-29292.pdf

While coerced debt protections have the potential to meaningfully help survivors avoid further financial distress, some stakeholders have raised concerns with both federal and state activity on this issue. With regard to the CFPB's proposed rulemaking, questions were raised about whether modifying the definition of identity theft in FCRA was appropriate; whether creditors could effectively make subjective determinations about whether a debt was coerced; and whether removing coerced debt from credit reports would make it more difficult to determine a borrower's creditworthiness, among other concerns.

To the extent that loans challenged under a coerced debt statute go unpaid and uncollected, those defaults have the potential to increase interest rates, limit the availability of credit, or heighten scrutiny of borrowers in general. It is inherently unclear how a coerced debt law could affect credit markets in practice, and to what extent a lender might incur additional losses as a result. Any changes to Vermont law should strive to minimize uncertainties to avoid a negative impact on the availability of loans. Additionally, protections that would ultimately make Vermont a significant outlier relative to other states could affect market competitiveness.

Well-intended protections for survivors could also potentially be misused by other consumers looking to get out of loan obligations by claiming that their debts were coerced. The Debt Bondage Repair Act, a 2021 federal law[5] prohibiting adverse information in credit reports in cases of human trafficking, provides a recent case of alleged "credit-washing": when individuals challenge legitimate debts in an effort to improve their credit score. Popular social media accounts described a "credit hack" that people could use to raise their credit scores by claiming they incurred debts as a result of trafficking, and could even pay third-party organizations to facilitate this process on their behalf.[6] In general, fraudulent credit repair schemes may create administrative burdens and uncertainty in the short run, even if they backfire in the long run.

Fraud concerns aside, many of the wide-ranging concerns about protections for survivors of coerced debt protections have not been quantified, in part due to the relative newness of coerced debt laws. In general, coerced debt protections need to effectively reach survivors, without opening the door to "friendly fraud" or "credit-washing" incidents like the one mentioned above. Tradeoffs exist among the goals of facilitating a process for challenging coerced debts that is not overly burdensome, protecting market integrity by ensuring that allegations are legitimate, and delivering effective relief for coerced debts that a survivor should not be obligated to repay. Advocates note that in practice, usage of coerced debt protections is likely to be limited given that survivors face many more immediate daily challenges than fixing their credit, and appropriate safeguards can prevent the misuse of these protections by ineligible borrowers. DFR is not aware of negative impacts on lending in other states.

[5] 15 USC 1681c-3, as implemented in 12 CFR 1022.142 (Regulation V).
[6] Frank McKenna, "The Fraudulent Human Trafficking Hack That's Erasing Bad Credit," Forbes, June 12, 2025, https://www.forbes.com/sites/frankmckenna/2025/06/12/the-fraudulent-human-trafficking-hack-thats-erasing-bad-credit/.

Discussion of Specific Topics in Section 18

Based on research and stakeholder conversations, DFR offers the following discussion to the specific items (#1-7) mentioned in Section 18 of Act 23. Given the presence of dissenting views, some of these areas merit additional consideration and discussion.

1. A definition of coerced debt

State coerced debt statutes vary in how they define "coerced debt" and/or "economic abuse"; a full list of definitions is contained in an appendix. Maine's statute only defines "economic abuse," while Minnesota and New York's statutes define both economic abuse and coerced debt, and specify a relationship between them. Texas does not directly define coerced debt in statute[7], but its identity theft statute includes "effective consent," which is "consent given by a person legally authorized to act on behalf of the person from whom consent is required."

Most of the state statutes note multiple factors that could indicate coerced debt. Texas points to consent "induced by force, threat, fraud, or coercion" as not being effective consent. California considers "duress, intimidation, threat of force, force, fraud, or undue influence" to cause a debt to be coerced; Connecticut, Minnesota, and New York list similar factors.

In some states, definitions of coerced debt or economic abuse also incorporates an individual's vulnerable status. In Texas, consent "given by a person who by reason of youth, mental illness, or intellectual disability is known by the actor to be unable to make reasonable decisions" is not effective consent. Connecticut's statute only applies to victims of domestic violence, while California's also includes foster youth and victims of elder or dependent adult abuse. New York's statute includes a wide range of relationships, including children, the elderly, and individuals eligible for protective services.

In general, state statutes that contain both terms use "economic abuse" to denote relationships of control over someone else's finances and decisions, with "coerced debt" specifically referring to debt incurred as a result of economic abuse. In Minnesota, economic abuse is listed one of three causes of coerced debt, in addition to misuse of the debtor's personal information and the use or threat of the other factors mentioned above.

In Vermont, unreasonably engaging in control over a family or household member's finances and economic resources is included in the definition of "coercive controlling behavior" within the Abuse Prevention statute, Chapter 21 of Title 15."[8]

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[7] The 2025 coerced debt bill sponsor's statement of intent notes that coerced debt is "a type of identity theft in which an abuser incurs credit-related transactions using the identity of a victim without their consent." Senate Research Center, "Bill Analysis H.B. 4238," May 9, 2025, https://capitol.texas.gov/tlodocs/89R/analysis/html/HB04238E.htm.

[8] 15 VSA §1101(2)(C).

2. Whether coerced debt should include both secured and unsecured debt

Consumer debt may be secured by collateral, such as a mortgage or an auto loan, or unsecured, such as a traditional credit card or personal loan. Different states have taken different approaches to this issue, and some stakeholders noted that extending coerced debt relief to secured debts creates additional complexity. For example, a borrower who challenges a debt but maintains access to collateral such as a vehicle could receive an unfair benefit. In some cases, collateral may also be securitized in pools that make it more difficult to unwind, or collateral be difficult to seize for nonpayment.[9] At the same time, excluding secured debts entirely from a coerced debt statute would greatly limit the breadth of relief available to survivors.

Some states have opted not to cover any secured debts under a coerced debt statute. California and Minnesota's statutes only apply to unsecured debts. Connecticut's statute only covers unsecured credit cards, which also excludes other types of unsecured debt such as personal loans, Buy Now Pay Later (BNPL) loans, and student loans.

Other states provide some coverage of secured debts. The statute in Texas does not apply to mortgages, but does apply to other secured debts. Both New York and Texas cover secured debts with a caveat. The collateral can be repossessed, foreclosed on, or surrendered, but the borrower claiming that the debt was coerced is not liable for any deficiency. As an example, if an individual was coerced into taking out a car loan, and later contests that debt as coerced, the vehicle could be repossessed. But if the value of the car was less than the remaining balance on the loan, the survivor would not be responsible for the difference. Advocates noted that repossession or surrender of collateral may be the preferable option in such scenarios; the presence of a vehicle loan does not mean that a survivor has access to that vehicle or derives any benefit from it.

Advocates identified credit cards (a type of unsecured debt) and auto loans (a type of secured debt) as the two most common types of debts challenged under a coerced debt statute. These are also the most common non-mortgage consumer debts in the United States; in 2022, the Federal Reserve Board's Survey of Consumer Finances estimated that 45 percent of all US families had outstanding credit card balances, 41 percent had mortgages, and 35 percent had vehicle loans.[10]

3. The requisite information a debtor must provide a creditor when alleging coerced debt

State coerced debt statutes generally require a debtor to provide information in writing, by certified mail or another method with a tracking date, to allege that a debt was coerced. If the debtor provides oral information, or the written information is incomplete, the creditor is required to provide additional instructions about how to file a complete,

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[9] The level of difficulty depends in part on the type of collateral, such as foreclosure on a property relative to repossession of a vehicle.

[10] Board of Governors of the Federal Reserve System, "Changes in U.S. Family Finances from 2019 to 2022: Evidence from the Survey of Consumer Finances," October 2023, https://www.federalreserve.gov/publications/files/scf23.pdf.

written report. Relief is often contingent on documentation of the specific debts that were coerced, including identification of the debt and the circumstances in which it was incurred, as well as a sworn statement from the borrower describing the alleged coercion. There are slight variations across states in terms of what types of documentation are accepted, and what types of third parties may certify that alleged debts were coerced. In some states, the debtor is required to provide the name and contact information of the alleged perpetrator who should be held responsible for the debt, unless they note the potential for abuse or harm.

In most coerced debt statutes, multiple forms of documentation would suffice. The most common types include a police report, which in some cases may be difficult for a survivor to obtain; an FTC identity theft report, which is self-certified; a court order; and a sworn or notarized statement by a third-party professional. The use of third-party professionals recognizes that effective reporting requires mechanisms that are easily accessible to survivors without an attorney. In some cases, these may include domestic violence or sexual assault counselors, marriage and family therapists, other types of counselors, social workers, medical and mental health professionals, clergy, or others.

In some cases, third-party professionals may attract scrutiny or accusations of misuse if they are perceived to be acting outside of their direct professional capacity. One option would be to enact a training or certification requirement for third-party professionals. Existing Vermont law establishes criteria for a “crisis worker” as a trained employee or volunteer providing direct services to victims, which may be a useful starting point.[11] Precedent also exists in Vermont for third-party professional documentation when seeking job-protected safe leave and lease termination.[12]

4. Procedures a creditor must follow regarding the investigation of an allegation of coerced debt, including ceasing collection efforts and notifying the Department of Financial Regulation, the Office of the Attorney General, and other law enforcement personnel, if appropriate

In general, following an allegation of coerced debt, existing state statutes require collection efforts to cease pending review. For example, in California, collections must

[11] 12 VSA §1614.
[12] Safe leave documentation (21 VSA §472) may come from “(i) a court or a law enforcement or other government agency; (ii) a domestic violence, sexual assault, or stalking assistance program; (iii) a legal, clerical, medical, or other professional from whom the employee, or the employee’s family member, received counseling or other assistance concerning domestic violence, sexual assault, or stalking; or (iv) a self-attestation by the employee describing the circumstances supporting the need for leave; no further corroboration shall be required unless otherwise mandated by law." Lease termination documentation (9 VSA §4472) may come from “(A) a court, law enforcement, or other government agency; (B) an abuse, sexual assault, or stalking assistance program; (C) a legal, clerical, medical, or other professional from whom the tenant, or the minor or dependent of the tenant, received counseling or other assistance concerning abuse, sexual assault, or stalking; or (D) a self-certification of a protected tenant’s status as a victim of abuse, sexual assault, or stalking, signed under penalty of perjury, on a standard form adopted for that purpose by: (i) a federal or State government entity, including the federal Department of Housing and Urban Development or the Vermont Department for Children and Families; or (ii) a nonprofit organization that provides support services to protected tenants.”

cease upon receipt of the report; in Texas, they must cease after seven business days; in Connecticut, they must cease within ten days of receipt. Some states specify a time frame for conducting a review and notifying a debtor of the determination. In Minnesota, a determination is required within 30 days; in New York, it is required within 30 business days.

In some states, the creditor or debt collector is also prohibited from selling or transferring the debt, unless it is with the intent of collecting from an alleged perpetrator. After completion of the investigation, the creditor must notify the debtor in writing of a determination. If the determination is in the debtor's favor, collection efforts must stop permanently and the debtor is released from the obligation; if not in the debtor's favor, collections may resume. In California, if the debtor is released from an obligation owed to a debt collector, that debt collector must also notify the original creditor within ten business days.

The benefits of notifying government agencies, such as DFR, OAG, or law enforcement, in response to an allegation of coerced debt are unclear. There are two potential uses for this information: to resolve the allegation or dispute, and to provide data for monitoring purposes. It would likely be inappropriate to notify government agencies for each coerced debt allegation, as this would raise privacy concerns and would not necessarily resolve these disputes. However, if a company fails to promptly respond to an allegation, survivors would likely be able to use existing mechanisms to file a complaint.

In terms of data for monitoring, tracking how often a coerced debt provision is used by survivors could be a useful metric, but there may be better mechanisms to do this than through notification requirements. Facilitating anonymous data collection from people and organizations serving survivors could provide insight into the utilization and effectiveness of a coerced debt statute, as well as any broader effects on consumers and markets.

5. Whether a credit reporting agency should remove coerced debt from a credit report and, if so, the process for doing so

Rather than obligating credit reporting agencies directly, most state coerced debt statutes require that the furnisher of information (the creditor or debt collector) notify credit reporting agencies about debts under review for coercion. After receiving an allegation of coerced debt, these statutes generally require a creditor or debt collector to notify a credit reporting agency that a debt is being disputed. If the determination is ultimately in the debtor's favor, the creditor or debt collector is required to notify a credit reporting agency to delete the information about this debt. This is an important protection given the role that credit reports and scores play not just in lending transactions, but potentially in housing and employment decisions. However, credit reporting provisions in Maine's statute were challenged in federal court based on the partial preemption of state law in the Fair Credit Reporting Act. Maine's provisions were ultimately upheld in part, but FCRA preemption remains a complex aspect of the law.

6. Whether Vermont's identity theft law, 13 VSA §2030, should be expanded to more specifically reference instances of coerced debt

Vermont's identity theft law is part of the state criminal fraud statute (Chapter 47 of Title 13). Most coerced debt statutes have focused on civil, rather than criminal, liability. DFR takes no position on expanding criminal statutes for cases of coerced debt.

7. Other provisions

Several additional topics also came up in DFR's stakeholder conversations and research on state laws.

Some states specify that coerced debt laws do not otherwise prevent creditors from exercising their rights to recover or collect on debts, including from the alleged perpetrator of a debt. In several states, coercing someone else to take out debt is a prohibited practice resulting in civil liability for the perpetrator.

Procedural safeguards are an important measure for survivors to be able to freely contest debts that were coerced, particularly if they are willing and able to name the perpetrator liable for those debts. Minnesota and New York provide some examples of safeguards include sealing court records, marking information as confidential, redacting personal information, and instituting remote deposition and hearing requirements. These requirements are designed to protect not just the survivor, but potentially their children, parents, other relatives, and a family pet. New York's statute also requires that the investigation of alleged coerced debt only contact the debtor at the address or phone number they provide, and not to contact the perpetrator during an investigation.

States have also taken differing approaches on coerced debt protections for existing versus future debts. Several state statutes provide for the retroactivity of coerced debt protections, meaning that debts taken out before the law went into effect could be challenged as coerced. Connecticut, in contrast, only applied its coerced debt statute to new debts taken out in January 2025 or later, limiting its applicability. Similarly, California's statute applies to new debts taken out in July 2023 or later, except as a defense to debt collection lawsuits for pre-existing debts. Texas' 2021 statute, modifying the definition of identity theft, only applies to activity taking place in September 2021 or later.

Other provisions affect the scope of coerced debt protections. Connecticut limits a debtor from alleging coercion on the same debt more than once. New York allows a debtor to reconsider a creditor's negative determination of coerced debt by providing additional documentation, and to challenge a confirmed coerced debt again if collections resume on that debt in the future. California and Connecticut's statutes also clarify that coerced debt protections do not include any refund of payments already made on a debt.

For the debtor, coerced debt is often permitted as an affirmative defense in debt collection lawsuits. State statutes have also taken different views on whether a coerced

debt is tolled or not tolled under a statute of limitations, which affects the length of time that a debt could be subject to collections and litigation.

Even when a survivor no longer owes a debt that was coerced, income tax consequences may remain. In general, when a loan is forgiven, federal tax law treats the amount forgiven as taxable income, since it represents a foregone obligation.[13] This could create a tax liability, depending on the survivor's individual tax filing circumstances, and a tax debt if not paid. Federal legislation would be necessary to address these federal income tax consequences of coerced debt, although the General Assembly could consider the extent to which state tax law changes would be beneficial.

Conclusion

Coerced debt is a challenging practice for survivors that often falls outside the scope of existing financial laws and regulations. Legislation enacted in several states provides potential paths forward to provide protections to victims of coerced debt. Ideally, an approach to coerced debt in Vermont would provide effective and meaningful relief to survivors who need it, without affecting broader consumer finance markets.

[13] Some exceptions exist, such as federal student loans eligible for Public Service Loan Forgiveness (PSLF) or a Total and Permanent Disability (TPD) discharge.

Appendix: State Statutory Definitions Applicable to Coerced Debt

California Civil Code Title 1.81.35, §1798.97.1(d)

"Coerced debt" means a particular debt, or portion thereof, for personal, family, or household use in the name of a debtor who is a victim of domestic violence, or a victim of elder or dependent adult abuse, or a person who is a foster youth, incurred as a result of duress, intimidation, threat of force, force, fraud, or undue influence.
(1) For purposes of this subdivision, "domestic violence" has the same meaning as in Section 6211 of the Family Code.
(2) For the purposes of this subdivision, "foster youth" has the same meaning as in Section 42238.01 of the Education Code.
(3) For the purposes of this subdivision, "dependent adult" has the same meaning as in Section 15610.23 of the Welfare and Institutions Code.
(4) For the purposes of this subdivision, "elder" has the same meaning as in Section 15610.27 of the Welfare and Institutions Code.

Connecticut General Statutes §36a-649(3)

"Coerced debt" means any debt incurred in the name of a debtor who is a victim of domestic violence, as defined in subsection (b) of section 46b-1, when such debt was incurred in response to any duress, intimidation, threat of force, force or undue influence used to specifically coerce the debtor into incurring such debt.

Maine 10 MRSA §1310-H sub-§2-A

"Economic abuse" means causing or attempting to cause an individual to be financially dependent by maintaining control over the individual's financial resources, including, but not limited to, unauthorized or coerced use of credit or property, withholding access to money or credit cards, forbidding attendance at school or employment, stealing from or defrauding of money or assets, exploiting the individual's resources for personal gain of the defendant or withholding physical resources such as food, clothing, necessary medications or shelter.

Minnesota Statutes 332.72 Subd. 2(a) and Subd. 7

"Coerced debt" means all or a portion of debt in a debtor's name that has been incurred as a result of:
(1) the use of the debtor's personal information without the debtor's knowledge, authorization, or consent;
(2) the use or threat of force, intimidation, undue influence, fraud, deception, coercion, or other similar means against the debtor; or
(3) economic abuse perpetrated against the debtor.

"Economic abuse" means behavior in the context of a domestic relationship that controls, restrains, restricts, impairs, or interferes with the ability of a debtor to acquire, use, or maintain economic resources, including but not limited to:
(1) withholding or restricting access to, or the acquisition of, money, assets, credit, or financial information;

(2) interfering with the victim’s ability to work and earn wages; or
(3) exerting undue influence over a person’s financial and economic behavior or decisions.

New York General Business Law Article 29-HHH §604(aa)(3) and (7)

“Coerced debt” is debt incurred as a result of economic abuse, including but not limited to, by means of fraud, duress, intimidation, threat, force, coercion, manipulation, or undue influence, the nonconsensual use of the debtor’s personal information.

“Economic abuse,” in the context of intimate relationships or relationships between family or household members as defined by section 459A of the social services law, relationships between victims of human trafficking and traffickers, or relationships between children, the elderly, or individuals eligible for protective services under subdivision one of section 473 of the social services law, and their caregivers, means behavior that is coercive, deceptive, manipulative, or that controls, restrains, or sabotages a person’s ability to acquire, use, or maintain economic resources to which they are entitled, including but not limited to using coercion, fraud, or manipulation to:
(a) restrict a person’s access to money, assets, credit, or financial information;
(b) unfairly use a person’s personal information or personal economic resources, including money, assets, and/or credit; or
(c) exert undue influence over a person’s financial and economic behavior or decisions, including but not limited to forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

Texas Business and Commerce Code §521.051(a-1)

“Effective consent” includes consent given by a person legally authorized to act on behalf of the person from whom consent is required. Consent is not effective if:
(1) induced by force, threat, fraud or coercion; or
(2) given by a person who by reason of youth, mental illness, or intellectual disability is known by the actor to be unable to make reasonable decisions.”