



GOVERNOR'S OFFICE OF CONSUMER PROTECTION

November 21, 2013

Re: An in depth discussion of the required statutory provisions, part 4

Two other health spa provisions which form the basis of frequent questions are the provision that allows contracts to be cancelled if a member dies and the provision which allows cancellation should a member become permanently disabled. According to the first provision, the estate of a deceased member is allowed to cancel a health spa contract by providing a written request and proof of the member's passing. Although a gym is allowed to request proof, in such an instance, all billing should be terminated should the gym be informed of the loss of the member. The gym has the option of freezing the membership until the required proof is provided by the member's estate.

Gym memberships may also be cancelled if a member becomes totally and permanently disabled and is unable to use the services of the facility. Total and permanent disability means a condition has existed or will exist for more than 45 days and will prevent the member from using the gym to the same extent that they did at the start of the contract. Under this provision, the gym is authorized to require written proof of permanent disability before cancelling the contract. However, a gym may periodically encounter a situation in which a consumer becomes permanently disabled and is unable to provide immediate proof of total and permanent disability. Such was the case of a senior citizen and veteran who sent a complaint to us regarding a request for cancellation under the permanent disability provision. We understand that the consumer was having some difficulty getting written proof of his permanent disability from the Veteran's Administration. Consequently, his request for cancellation had been denied by the gym because he was not able to provide written proof of his alleged permanent disability. The complaint was resolved after the gym owner received a letter from OCP which included a copy of the complaint. Only after consulting with us, the decision was made by the gym's owner to cancel the contract of the consumer.

There are other unique scenarios that allows for the cancellation of a gym membership when written proof is provided. One such example is illustrated by the consumer who contacted OCP because he had relocated out of the State of Georgia and was no longer able to use the gym he had joined. According to the consumer, the gym had refused to cancel his membership regardless of the fact that he had relocated and had provided written evidence of moving out of the State. In such a case, we contacted the gym and requested that the consumer's membership be cancelled because it was an unfair business practice for a facility that was located in Georgia to hold a consumer to a gym membership when the consumer no longer resided in the State of Georgia. If there are any questions on these or other matters, please feel free to contact us.