

If you have any questions or concerns about a store's issuance or acceptance of rain checks, please contact the Department of Consumer Protection at 1-800-842-2649.

You may file a written complaint against a store if you believe a rain check was not handled appropriately. Visit our website at ct.gov/dcp for a copy of our complaint form.

State of Connecticut
Department of Consumer Protection
165 Capitol Avenue
Hartford, CT 06106

Toll-free: 1-800-842-2649
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Understanding Rain Checks

Getting the advertised price



STATE OF CONNECTICUT

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Rain checks originally got their name from professional baseball. A “rain check” was given to fans who attended a baseball game that got rained out and was to be redeemed on the day of the scheduled make-up game.

However, today’s more common definition of “rain check” is:

“An assurance to a customer that an item on sale that is sold out or out of stock may be purchased later at the sale price.”

As shoppers work harder these days to buy at the best possible price, rain checks are back in fashion. Understanding that customers’ time, gasoline and planning efforts should not be wasted, Connecticut law requires stores to make good on their advertised offers by providing rain checks to customers if they sell out of a sale item.

When a store advertises an item on sale, it is understood and expected that the store will have that item in stock and available to customers during the effective period of the sale.

If that weren’t required, stores could run ads for low-priced, high demand items and never have to honor the offers, saying that they “just sold the last one.” Shoppers would waste valuable time and energy looking for a bargain that never was, and perhaps end up buying something that they didn’t really want.

Rain Checks Must be Available Unless Stated Otherwise

In order to protect consumers, the law requires a store that runs out of an advertised sale item during the sale period to post clear notice in the store that the item is not in stock, and to notify shoppers that they can ask for a rain check.

The rain check is simply a slip of paper verifying that during a certain sale period, you came to the store for an advertised sale item that wasn’t available. The rain check allows you to buy that item at the sale price when the store gets that item back in stock.

Be sure that your rain check clearly spells out the exact item, the dates of the sale, the date you came to the store, the sale price, and the number of items you are entitled to buy at the sale price.

How and When to Use Your Rain Check

Keep the rain check in a safe place. The law says that the store should notify you when the item is back in stock, but smart shoppers usually check back with the store on a regular basis. You will have to present your rain check when you return to buy the sale item.

After the store notifies you that the item is back in stock you have 10 days to purchase the product at the sale price.

If the store can’t honor the rain check within 60 days, it must offer to sell you comparable merchandise at the advertised sale price -- or lower.

Ads for costly, high-demand items like computers and electronics often include a disclaimer indicating that rain checks will not be provided. This type of disclaimer is allowable by law.

In its advertising, the store must state the quantity of items that will be available at the sale price and include the phrase, “NO RAIN CHECKS.” In this way, the store puts shoppers on notice that a limited number of items are available and that no rain checks will be issued after the stated supply runs out.

Exemptions to the Rain Check Law

Stores do **not** have to issue rain checks if they run out of the following advertised sale merchandise:

- Items not usually available for immediate delivery, such as furniture sets or major appliances In such cases, the store can take an order for the advertised item to be delivered within a reasonable time at the advertised sale price.
- Items on storewide or department-wide discount, such as “*All children’s clothing at 50% off*” or “*10% off everything in the store.*”
- Seasonal clothing or footwear which will not be replenished from the distributor.
- Altered or ordered-to-size clothing or footwear..
- Clearance, close-outs or permanent mark-downs.
- Alcoholic beverages.
- Motor vehicles.