

## **BILLING RIGHTS SUMMARY:**

KEEP THIS INFORMATION FOR FUTURE USE

The following notice applies if Customer's account is maintained primarily for personal, family, or household purposes.

This notice contains important information about your, the debtor's rights and our, the creditor's responsibilities under the Fair Credit Billing Act. The Fair Credit Billing Act applies only to consumer accounts and not to commercial accounts.

### **Notify Us in case of Errors or questions about Your Bill.**

If you think your bills is wrong, or if you need more information about a transaction on your bill, write us at the INQUIRIES address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account Number
- the dollar amount of the suspected error
- describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from you checking or savings account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### **Your Rights and Responsibilities after we receive your written notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill is correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we have made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount.

If we didn't make a mistake you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement on the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about you bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to when the matter has been settled between us.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

### **Special rule for Credit Purchase**

If you have a problem with the quality of property or service that you purchase on credit, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in you home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.00

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

### **Notice:**

Any holder of the consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.