



838 Eglin Pkwy NE, Fort Walton Beach, FL 32547

**APPLICATION AND  
SOLICITATION  
DISCLOSURE**



**EGLIN PLATINUM MASTERCARD  
EGLIN PLATINUM REWARDS MASTERCARD**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<p><b>Eglin Platinum Mastercard</b> 7.90% to 14.90%, based on your creditworthiness.</p> <p><b>Eglin Platinum Rewards Mastercard</b> 8.90% to 15.90%, based on your creditworthiness.</p>
<b>APR for Balance Transfers</b>	<p><b>Eglin Platinum Mastercard</b> 7.90% to 14.90%, based on your creditworthiness.</p> <p><b>Eglin Platinum Rewards Mastercard</b> 8.90% to 15.90%, based on your creditworthiness.</p>
<b>APR for Cash Advances</b>	<p><b>Eglin Platinum Mastercard</b> 7.90% to 14.90%, based on your creditworthiness.</p> <p><b>Eglin Platinum Rewards Mastercard</b> 8.90% to 15.90%, based on your creditworthiness.</p>
<b>Penalty APR and When it Applies</b>	<p><b>Eglin Platinum Mastercard</b> None</p> <p><b>Eglin Platinum Rewards Mastercard</b> None</p>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	<b>None</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Annual Fee</b> - Annual Fee	<b>None</b>
<b>Transaction Fees</b> - Balance Transfer Fee - Cash Advance Fee - International Transaction Fee	<b>None</b> <b>None</b> <b>None</b>
<b>Penalty Fees</b> - Late Payment Fee - Over-the-Credit Limit Fee - Returned Payment Fee	Up to <b>\$20.00</b> <b>None</b> Up to <b>\$28.00</b>

**How We Will Calculate Your Balance:**

We use a method called "average daily balance (including new purchases)."



SEE NEXT PAGE for more important information about your account.

**Effective Date:**

The information about the costs of the card described in this application is accurate as of: July 1, 2021  
This information may have changed after that date. To find out what may have changed, contact the Credit Union.

The APR is determined at account opening and is based on the applicant's credit score. Eglin Federal Credit Union reserves the right to change fees and APR after giving you any advance notice required by law.

**For California Borrowers, the Eglin Platinum Mastercard and Eglin Platinum Rewards Mastercard are secured credit cards. Credit extended under this credit card account is secured by various personal property and money including, but not limited to: (a) any goods you purchase with this account, (b) any shares you specifically pledge as collateral for this account on a separate Pledge of Shares, (c) all shares you have in any individual or joint account with the Credit Union excluding shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law, and (d) collateral securing other loans you have with the Credit Union excluding dwellings.**

**Other Fees & Disclosures:**Late Payment Fee:

\$20.00 or the amount of the required minimum payment, whichever is less, if you are 12 or more days late in making a payment.

Returned Payment Fee:

\$28.00 or the amount of the required minimum payment, whichever is less.

Card Replacement Fee:

\$5.00.

Document Copy Fee:

\$1.00 per page.

Rush Fee:

\$35.00 plus shipping charges.

Statement Copy Fee:

\$1.00 per page.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.



838 Eglin Pkwy. NE  
Fort Walton Beach, FL 32547  
800-367-6159

## CONSUMER CREDIT CARD AGREEMENT AND DISCLOSURE



### EGLIN PLATINUM MASTERCARD EGLIN PLATINUM REWARDS MASTERCARD

This Consumer Credit Card Agreement and Disclosure together with the Credit Card Account Opening Disclosure and any other Account opening documents or any subsequent documents provided to You related to this Account (hereinafter collectively referred to as "Agreement") govern the terms and conditions of this Account. "We," "Us," "Our" and "Ours" and "Credit Union" refers to Eglin Federal Credit Union with which this Agreement is made. "You," "Your," and "Yours" refers to each applicant and co-applicant for the Account; any person responsible for paying the Account; and anyone You authorize to use, access or service the Account. "Card" means the Mastercard® credit card and any other access devices, duplicates, renewals, or substitutions, the Credit Union issues to You. "Account" means the line of credit established by this Agreement and includes Your Card. Finance charges include interest charges.

#### SECURITY INTEREST

You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase.

If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your Account. You may not withdraw amounts that have been specifically pledged to secure Your Account until the Credit Union agrees to release all or part of the pledged amount.

**You grant Us a security interest in all individual and joint share and/or deposit accounts You have with Us now and in the future to secure Your credit card Account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest You have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance.**

Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

- 1. USING YOUR ACCOUNT** — By using the Account or keeping the Card, You agree to the terms of this Agreement. You agree to use Your Account in accordance with this Agreement. Your Account must only be used for lawful transactions.
- 2. CREDIT LIMIT** — We may establish a credit limit as part of this Agreement, which You promise not to exceed. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees or other charges. You may request a credit limit increase on Your Account only by a method acceptable to the Credit Union. We may increase or decrease Your credit limit, refuse to make an advance and/or terminate Your Account at any time for any reason permitted by law.
- 3. REPAYMENT** — You promise to repay all amounts You owe under this Agreement. Your promise to repay includes all transactions made to Your Account by You or anyone You authorize to use Your Account as well as all interest charges and fees.

For each billing period, You must pay at least the Minimum Payment Due by the Payment Due Date.

The Minimum Payment Due is 2.00% of Your total New Balance, or \$25.00, whichever is greater, plus any amount past due and any amount by which You have exceeded Your applicable credit limit. If Your total New Balance is less than \$25.00, then Your Minimum Payment Due is the amount of the total New Balance.

You may pay more frequently, pay more than the Minimum Payment Due or pay the total New Balance in full.

If You make extra or larger payments, You are still required to make at least the Minimum Payment Due each month Your Account has a balance (other than a credit balance). The Credit Union may delay replenishing Your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared.

Your payment of the required Minimum Payment Due may be applied to what You owe the Credit Union in any manner the Credit Union chooses, as permitted by applicable law. If You make a payment in excess of the required Minimum Payment Due, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate ("APR") and any remaining portion to the other balances in descending order based on applicable APR, unless otherwise prescribed by applicable law. We may accept checks marked "payment in full" or with words of similar effect without losing any of Our rights to collect the full balance of Your Account with Us.

#### **4. INTEREST AND FINANCE CHARGES —**

**Purchases** - We will begin charging You interest on purchases on the date the transaction is posted to Your Account. However, We will not charge You any interest on new purchases if Your Account had a zero or credit balance at the beginning of that billing cycle, or You paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid paying additional finance charges, You must pay the entire new balance of purchases by the Payment Due Date on each cycle's billing statement.

**Cash Advances and Balance Transfers** - There is no grace period. We will begin charging You interest on cash advances and balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later. You will continue to accrue interest on cash advances and balance transfers through the date of payment. The interest accrued is not reflected in the cycle's billing statement in which the cash advance or balance transfer is made, but it is reflected in the next cycle's billing statement. If You would like to pay Your cash advance or balance transfer balance and any interest that has accrued on the cash advance or balance transfer, You may contact Us for a payoff amount.

#### **How We Calculate Your Average Daily Balance:**

Interest charges on Your Account are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type We take the beginning balance for that Transaction Type each day, add any new transactions of that type, and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives Us the daily balance for each Transaction Type. Then, for each Transaction Type, We add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This gives Us the "average daily balance" for each Transaction Type.

**5. FEES —** In addition to the periodic rate, additional fees may be imposed on Your Account. If applicable to Your Account, the fee amounts and explanations are disclosed on the Account Opening Disclosure accompanying this Agreement.

**6. INTERNATIONAL TRANSACTIONS —** Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

**7. AUTHORIZATIONS —** We do not guarantee authorization of a transaction, either by Us or by a third party, even if You have sufficient credit available. You agree that We will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity, or We may close the Account.

**8. INFORMATION UPDATING SERVICE AND AUTHORIZATIONS —** If You have authorized a merchant to bill charges to Your Card on a recurring or as requested basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring or card-on-file charges to Your Card. You authorize Us to apply such recurring or card-on-file charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring or card-on-file charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring or card-on-file charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

**9. PREAUTHORIZED CHARGES** — We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

**10. DEFAULT** — You will be in default under this Agreement if You fail to pay the Minimum Payment Due by its Payment Due Date; pay by a check or similar instrument that is not honored or that We must return because it cannot be processed; pay by automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update; file for bankruptcy; or die. You will also be in default if You fail to comply with the terms of this Agreement or any other agreement You have with Us.

If You default, We may close Your Account and require You to pay any unpaid balance immediately, subject to applicable law. We can demand immediate payment (acceleration) of the entire unpaid balance under this Agreement without giving You advance notice. Unless, otherwise prohibited by law, any judgment entered on the amount owed by You will accrue post-judgment interest at the rate of the lower of 18.00% per annum or the maximum rate of interest allowed by law beginning on the date of the judgment until the debt is paid.

In this Agreement and on Your Credit Card Application, You gave Us a security interest in all individual or joint share and/or deposit accounts with the Credit Union and authorized Us, if You defaulted, to apply the balance in these accounts to any amounts due. You agree We may rely on Your agreement and authorization to, upon Your default, apply any balance to any amounts due on Your Account.

We may also exercise any other rights given by law when You are in default. **Unless You are a Covered Borrower under the Military Lending Act, You waive any right You have to receive demand for payment, notice of intent to demand immediate payment (accelerate) and notice of demand for immediate payment (acceleration).**

**11. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION** — If You notice the loss or theft of Your credit card or a possible unauthorized use of Your Card, You should write to Us immediately at Eglin Federal Credit Union, 838 Eglin Pkwy NE, Fort Walton Beach, FL, 32547 or call Us at 850-862-0111 or 800-367-6159, seven days a week 24 hours a day.

You will not be liable for any unauthorized use that occurs after You notify Us. You may, however, be liable for unauthorized use that occurs before Your notice to Us. However, if You exercise reasonable care in safeguarding Your Card from risk of loss or theft and, upon discovering the loss or theft promptly report the loss or theft to Us, You will not be liable for any unauthorized transactions. In any case, Your liability for unauthorized transactions will not exceed \$50.

**12. CHANGING OR TERMINATING TERMS IN YOUR AGREEMENT** — As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to Your existing account balance as well as to future transactions. You are responsible for keeping Your address, phone numbers, and email up to date and current with Us. We will attempt to communicate with You only by use of the most recent contact information You have provided.

**Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents** - Either You, Your spouse or the Credit Union may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

**Residents of all other states** - Either You or the Credit Union may terminate this Agreement at any time, but termination by You or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

**13. AUTHORIZED USERS** — Upon Your request, We may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card. If You cannot return the authorized user's Card and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card.

**14. CREDIT REPORTS** — You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing.

**15. JOINT ACCOUNTS** — If this is a joint Account, each of You will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of You individually to repay the entire amount owed under this Agreement. Each of You authorizes the other(s) to make transactions on the Account individually. Any one of You may terminate the Account and the termination will be effective as to all of You.

**16. EFFECT OF AGREEMENT** — This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advances, credit or other slips You sign or receive may contain different terms.

**17. SEVERABILITY AND FINAL EXPRESSION** — This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any part of this Agreement be found to be invalid or unenforceable then such parts shall be severable, and all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement. **Any term or provision herein that is prohibited by the Military Lending Act shall not apply to You if You are a covered borrower under the Military Lending Act, in which case such provisions shall be deemed severed from this Agreement, including without limitation paragraph 22 . For clarity, You will not be deemed a covered borrower, and such terms and provisions will apply, if: (i) You established Your credit card Account when You were not a covered borrower; or (ii) You cease to be a covered borrower.**

**18. ILLEGAL TRANSACTIONS PROHIBITED** — You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law. Even if You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**19. VOLUNTARY PAYMENT PROTECTION** — We may offer Voluntary Payment Protection to You. Voluntary Payment Protection is not necessary to obtain credit. If You purchase Voluntary Payment Protection from us, You authorize us to add the fees or insurance charges monthly to Your loan balance and charge You interest on the entire balance. At our option we will change Your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

**20. CHOICE OF LAW AND CHOICE OF FORUM** — Unless prohibited by law, suits or claims arising out of this Agreement, or out of any aspect of Our business relationship, shall only be brought in state court in Okaloosa County, Florida, or if Federal Court, then in the United States District Court, Northern District of Florida and in any suit or claim in state or federal court, Florida law will apply. The terms and enforcement of this Agreement shall be governed by federal law and the laws of Florida.

**21. PLACE OF MAKING AGREEMENT** — Unless prohibited by law, this Agreement will be deemed to have been executed by You at Our home office in Okaloosa County, Florida. Advances under this Agreement may be disbursed in other states or places solely for Your convenience, but all such advances, whether or not secured, will be deemed to have been made at Our home office in Okaloosa County, Florida.

**22. CLASS ACTION AND JURY TRIAL WAIVER** — Unless prohibited by law, in any action or proceeding arising out of or relating to this Agreement or any document or agreement delivered, or which may in the future be delivered, in connection herewith any other action or claim by or against Eglin Federal Credit Union of any kind, each Borrower hereby knowingly, intentionally and voluntarily waives: 1) any right to participate in any class action, whether as a member of the class or class representative; and 2) any right to trial by jury.

**23. ENFORCING THIS AGREEMENT** — We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.

**24. COLLECTION COSTS** — If We refer collection of Your Account to a lawyer who is not Our salaried employee, You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.

**25. ASSIGNMENT** — We may assign any or all of Our rights and obligations under this Agreement to a third party.

**26. OVERDRAFT PRIVILEGE** — If You have signed a separate Overdraft Protection Authorization linking Your Mastercard to Your Credit Union Share Checking Account, then You agree that an amount of an overdraft may be added to the outstanding balance on Your Mastercard Credit Card Account, subject to the finance charge provisions set forth in "INTEREST AND FINANCE CHARGES" as described for cash advances, and will be subject to all terms and conditions of this Agreement. The Mastercard Credit Card Account must be current and not over the credit limit for funds to transfer to the Share Checking Account. Overdrafts are not allowed for the purpose of making loan payments, including Mastercard Credit Card payments, at the Credit Union, ATM or in-branch teller cash withdrawals. The Share Checking Account referred to herein is also subject to a separate agreement between You and the Credit Union. Where the terms of any other agreement between You and the Credit Union conflict with the terms of this Agreement, the terms of this Agreement will control.

**27. CALIFORNIA RESIDENTS** — A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card Account up to its credit limit; 2) may be liable for amounts extended under the plan to any

joint applicant. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

**28. FLORIDA RESIDENTS — You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.**

**29. MARYLAND RESIDENTS —** To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

**30. MISSOURI RESIDENTS — Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.**

**31. NEW YORK RESIDENTS —** We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at 800.342.3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov) to obtain a comparative listing of credit card rates, fees and grace periods.

**32. OHIO RESIDENTS —** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**33. SOUTH DAKOTA RESIDENTS —** If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

**34. WISCONSIN RESIDENTS —** If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

**35. NOTICE TO UTAH BORROWERS —** This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

**36. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

## Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.

### What To Do If You Find A Mistake On Your Statement

If You think there is an error on Your statement, write to Us at the address listed on Your statement.

In Your letter, give Us the following information:

**Account information:** Your name and Account number.

- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If You think there is an error on Your bill, describe what You believe is wrong and why You believe it is a mistake.

You must contact Us:

- Within 60 days after the error appeared on Your statement.
- At least three business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

You must notify Us of any potential errors **in writing**. You may call Us, but if You do We are not required to investigate any potential errors and You may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When We receive Your letter, We must do two things:

1. Within 30 days of receiving Your letter, We must tell You that We received Your letter. We will also tell You if We have already corrected the error.
2. Within 90 days of receiving Your letter, We must either correct the error or explain to You why We believe the bill is correct.

While We investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report You as delinquent on that amount.
- The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.
- While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.
- We can apply any unpaid amount against Your credit limit.

After We finish Our investigation, one of two things will happen:

- **If We made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If We do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.

If You receive Our explanation but still believe Your bill is wrong, You must write to Us within **10 days** telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom We reported You as delinquent, and We must let those organizations know when the matter has been settled between Us.

If We do not follow all of the rules above, You do not have to pay the first \$50 of the amount You question even if Your bill is correct.

### Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If You are dissatisfied with the goods or services that You have purchased with Your credit card, 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in Your home state or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if Your purchase was based on an advertisement We mailed to You, or if We own the company that sold You the goods or services.)
2. You must have used Your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and You are still dissatisfied with the purchase, contact Us **in writing** at the address listed on Your statement.

While We investigate, the same rules apply to the disputed amount as discussed above. After We finish Our investigation, We will tell You Our decision. At that point, if We think You owe an amount and You do not pay, We may report You as delinquent.