

# BILLING ERROR RIGHTS

## WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

IF YOU THINK THERE IS AN ERROR ON YOUR STATEMENT, WRITE TO US AT:  
SPRINGS VALLEY BANK & TRUST COMPANY • P.O. BOX 830 • JASPER, IN 47547

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.

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.

WHILE WE INVESTIGATE WHETHER OR NOT THERE HAS BEEN AN ERROR, THE FOLLOWING ARE TRUE:

- 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, BUT IF WE DETERMINE THAT WE MADE A MISTAKE, YOU WILL NOT HAVE TO PAY THE AMOUNT IN QUESTION OR ANY INTEREST OR OTHER FEES RELATED TO 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.

## 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:  
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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.

### INTEREST CHARGED CALCULATION METHOD

WE FIGURE THE FINANCE CHARGE ON YOUR ACCOUNT BY APPLYING THE PERIODIC RATE TO THE "AVERAGE DAILY BALANCE" ON YOUR ACCOUNT TO GET THE "AVERAGE DAILY BALANCE". WE TAKE THE BEGINNING BALANCE OF YOUR ACCOUNT EACH DAY, AND ANY NEW ADVANCES, AND SUBTRACT ANY PAYMENTS OR CREDITS. THIS GIVES US THE DAILY BALANCE. THEN, WE ADD ALL THE DAILY BALANCE FOR THE BILLING CYCLE AND DIVIDE THE TOTAL BY THE NUMBER OF DAYS IN THE BILLING CYCLE, THIS GIVES US THE "AVERAGE DAILY BALANCE".



**springsvalley**

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