## IN CASE OF BILLING ERRORS OR QUESTIONS ON YOUR PERSONAL RESERVE ACCOUNT, CREDIT OR DEBIT CARD, OR HOME EQUITY LINE OF CREDIT

# 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 us at:

FNBC Bank & Trust 620 W. Burlington Ave. LaGrange, IL 60525

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 (3) 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*. If you call us, we may require you to put your request in writing and get it to us within 10 days after you call.

# 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 questions, 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 finance charges or fees related to that amount.

*If we did not believe there was a mistake:* You will have to pay the amount in question along with any applicable finance charges and fees. We will send you a statement of the amount you owe and the date that 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 settle between us.

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

## SPECIAL RULES FOR 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:

#### FNBC Bank & Trust 620 W. Burlington Ave. LaGrange, IL 60525

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.

## IMPORTANT INFORMATION REGARDING YOUR VISA-BRANDED DEBIT CARD NON-VISA TRANSACTION PROCESSING

We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa Debit network(s) for which such transactions are enabled are: PLUS and NYCE.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on you Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Example of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct a payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provision of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa rules generally define *PIN-Debit Network* as a non-Visa debit network that typically authenticates transactions by use of personal identification number (PIN) but that is not generally known for having a card program.

## IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC TRANSFERS

If you have an electronic fund transfer card from us or have any pre-authorized transfer service transferring funds to or from your account, you should be aware of the following:

Telephone us at:

(708) 482-7700

Or, write to us at the address noted below:

#### FNBC Bank & Trust 620 W. Burlington Ave. LaGrange, IL 60525

As soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than sixty (60) days after we sent you the *FRST* statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error of the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and point of sale or foreign initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new account apply to all electronic fund transfer that occur within the first thirty (30) days after the first deposit to the account is made, including those for point of sale or foreign initiated transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.