## THIS INFORMATION PERTAINS TO HOME EQUITY ACCOUNTS ONLY

## STATEMENT OF FAIR CREDIT BILLING RIGHTS IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

- If you want to preserve you rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill:
  - Do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
    - i. Your name and account number (if any)
    - ii. A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records.
    - iii. The dollar amount of the suspected error.
    - iv. Any other information (such as your address) which you think will help the bank to identify you or the reason for your complaint or inquiry.
  - b. Send your billing error notice to:

AMERICAN COMMUNITY BANK & TRUST LOAN OPERATIONS P.O. BOX 1720 WOODSTOCK, IL 60098

- Mail it as soon as you can, but in any case, early enough to reach the bank within 60 days after the bill was mailed to you. If you have authorized your bank to automatically pay from you checking or savings account any credit card bills from that bank, you can stop or reverse payment on any amount you think is wrong by mailing your notice so the bank receives it within 16 days after the bill was sent to you. However, you do not have to meet this 16-day deadline to get the bank to investigate your billing error claim.
- 2. The bank must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the bank is able to correct your bill during that 30 days. Within 90 days of receiving your letter, the bank must either correct the error or explain why the bank believes the bill was correct. Once the bank has explained the bill, the bank has no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5.
- 3. After the bank has been notified, neither the bank nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied to your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the bank has answered your inquiry. HOWEVER, YOU REMAIN OBLIGATED TO PAY THE PARTS OF YOUR BILL NOT IN DISPUTE.
- 4. If it is determined that the bank has made a mistake on your bill, you will not have to pay any FINANCE CHARGES on any disputed amount. If it turns out that the bank has not made an error, you may have to pay FINANCE CHARGES on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, the bank must send you written notification of what you owe and the amount, and you must be given the time to pay which you are normally given to pay undisputed amounts before any more FINANCE CHARGES or late payment charges on the disputed amount can be charged to you.
- 5. If the bank's explanation does not satisfy you and you notify the bank in writing within 10 days after you receive its explanation that you still refuse to pay the disputed amount, the bank may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the bank must also report that you think that you do not owe the money, and the bank must let you know to whom such reports were made. Once the matter has been settled between you and the bank, the bank must notify those to whom the bank reported you as delinquent of the subsequent resolution.
- If the bank does not follow these rules, the bank is not allowed to collect the first \$50 of the disputed amount and the FINANCE CHARGES, even if the bill turns out to be correct.



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## **Crediting of Payments**

Payments will be credited as of the day we receive them if the payment is received by 5:00 p.m. C.S.T., Monday through Friday, except for federal holidays. Payments received after the close of business or on Saturday, will be posted and credited to the account as of the next business day or as otherwise permitted by law. Payments must be made with a check, cash or money order drawn on a U.S. bank in U.S. dollars. Credit for payments made in any other manner may be delayed for up to five (5) business days.

## **Payment Information**

By Mail - Payments will be posted on the day we receive them. Please allow five to seven (5-7) days for payments to reach the payment address. Please do not send cash through the mail. Please include your account number and name on the front of your check.

Bill Pay - Checks issued by Bill Pay for payment must be received by 5:00 p.m. C.S.T.

Phone – The bank will process phone payment requests from available funds in your ACBT deposit account same day if the request is made by 5:00 p.m. C.S.T.

Online banking - Payments made online at www.amcombank.com must be made by 6:00 p.m. C.S.T.

Mobile banking - Payments made directly from your smartphone. Payments must be made by 6:00 p.m. C.S.T.

Wire - Payments must be received by 4:00 p.m. C.S.T.

Night Drop Payments - Payments made through the night drop must be received by 5:00 p.m. C.S.T.

ACH/EFT Transactions - Processed when received up until 5:00 p.m. C.S.T.