

## **FAIR CREDIT BILLING RIGHTS**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Please keep this document for future reference.

### **What to Do If You Find a Mistake on Your Statement**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write to us on a separate sheet at: Broadview, 700 Patroon Creek Boulevard, Albany, NY 12206. You can also contact us via e-mail at [broadviewhelp@broadviewfcu.com](mailto:broadviewhelp@broadviewfcu.com). Write to us as soon as possible, but no later than 60 days after we sent you the first statement on which the error or problem appeared.

In your letter, please provide the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain as best as 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 a credit card account automatically from your share account or checking 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.

You must notify us of any potential errors in writing (or electronically). 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.

### **Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, and will let you know if we have already corrected the error. Within 90 days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, the charge in question may remain on your statement, and we may continue to charge you interest on that amount, however we cannot try to collect the amount in question or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

### **After We Finish Our Investigation**

If we made a mistake, you will not have to pay the amount in question or any interest or 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 and we must tell anyone we report you to that you have a question about your statement. We must also tell you the name of anyone to whom we reported you. We must notify anyone we report you to when the matter has been settled between us. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

### **Special Rule for Credit Card Purchases**

If you have a problem with the quality of the goods or services that you purchased with a 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, the following must be true: (a) You must have made the purchase in

your home state or, if not within your home state, within 100 miles of your current mailing address; (b) The purchase price must have been more than \$50; (c) You must have used your credit card for the purchase (purchases made with cash advances from an ATM or with a check that accessed your credit card account do not qualify); and (d) You must not yet have fully paid for the purchase. The limitations in (a) and (b) above do not apply if we own or operate the merchant, or if we mailed you the advertisement for the goods or services.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at:

Broadview, 700 Patroon Creek Boulevard, Albany, NY 12206. You can also contact us via e-mail at [broadviewhelp@broadviewfcu.com](mailto:broadviewhelp@broadviewfcu.com).

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.

## **ERROR RESOLUTION NOTICE**

### **In Case of Errors or If You Have Questions About Your Electronic Transfers**

If you believe your Broadview statement or receipt is incorrect, or if you need more information about a transfer listed on the statement or receipt, you may telephone us at 1-800-727-3328 or write to us at 700 Patroon Creek Boulevard, Albany, NY 12206. Or, if you are enrolled in Broadview OnLine, log into your account and e-mail us via our secure e-mail address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

#### **For Faster Service:**

- (1) Tell us your name and account number (if any).
- (2) Describe the error or 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 contact us by phone, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

#### **Additional Information:**

We will tell you the results within three business days after completing our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents used in our investigation.

