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The Consumer Credit Protection Act of 1968—which launched Truth in Lending disclosures—was landmark legislation. For the first time, creditors had to state the cost of borrowing in a common language so that you—the consumer—could figure out what the charges are, compare costs, and shop for the best credit deal.

Since 1968, credit protections have multiplied rapidly. The concepts of “fair” and “equal” credit have been written into laws that bar unfair discrimination in credit transactions, require that consumers be told the reason when credit is denied, let borrowers find out about their credit records, and set up a way for consumers to settle billing disputes.

Each law was meant to reduce the problems and confusion about consumer credit, which as it became more widely used in our economy, also grew more complex. Together, these laws set a standard for how individuals are to be treated in their financial dealings.

The laws say, for instance,

- that you cannot be denied a credit card just because you’re a single woman
- that you can limit your risk if a credit card is lost or stolen
- that you can resolve errors in your monthly bill without damage to your credit rating and
- that you cannot have credit shut off just because you’ve reached age 62.

But let the buyer **be aware!** It is important to know your rights and how to use them. This handbook explains how the consumer credit laws can help you shop for credit, apply for it, maintain your credit standing, and, if need be, complain about an unfair deal. This handbook also explains what you should look for when using credit, details what creditors look for before extending credit, and reviews the laws’ solutions to discriminatory practices that have made it difficult for women and minorities to get credit.

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Shopping Is the First Step

Credit is a convenience. It lets you charge a meal on your credit card, pay for an appliance on the installment plan, get a loan to buy a house, or pay for schooling and vacations. With credit, you can enjoy your purchase while you're paying for it, or you can make a purchase when you're lacking ready cash.

But there are strings attached to credit as well. It usually costs something. And, of course, what is borrowed must be paid back. If you are thinking of borrowing or opening a credit account, your first step should be to figure out how much it will cost you and whether you can afford it. Then you should shop for the best terms.

What Laws Apply?

Two laws can help you compare costs:

Truth in Lending requires creditors to give you certain basic information about the cost of buying on credit or taking out a loan. These "disclosures" can help you shop for the best deal.

Consumer Leasing disclosures can help you compare the cost and terms of one lease with another and with the cost and terms of buying for cash or on credit.

The Finance Charge and Annual Percentage Rate

Credit costs vary. By remembering two terms—the finance charge and the annual percentage rate (APR)— you can compare credit prices from different sources. Under Truth in Lending, the creditor must tell you—in writing and before you sign any agreement—what these terms will be.

The finance charge is the total dollar amount you pay to use credit. It includes interest costs and other costs, such as service charges and some credit-related insurance premiums.

Example:

Suppose you borrow \$100 for one year, and the interest is \$10. If there is a service charge of \$1, the finance charge will be \$11.

The annual percentage rate is the percentage cost (or relative cost) of credit on a yearly basis, which is your key to comparing costs, regardless of the amount of credit or how long you have to repay it.

Example:

Again, suppose you borrow \$100 for one year and pay a finance charge of \$10. If you can keep the entire \$100 for the whole year and then repay \$110 at year's end, you are paying an APR of 10 percent. But if you repay the \$100 and finance charge (a total of \$110) in twelve equal monthly installments, you don't really get to use \$100 for the whole year. In fact, you get to use less and less of that \$100 each month. In this case, the \$10 finance charge amounts to an APR of 18 percent.

All creditors—banks, stores, car dealers, credit card companies, finance companies—must state the cost of their credit in terms of the finance charge and the APR. Federal law does not set interest rates or other credit charges. But it does require their disclosure so that you can compare credit costs. The law says these two pieces of information must be shown to you before you use a credit card.

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A Comparison

Even when you understand the terms a creditor is offering, it's easy to underestimate the difference in dollars that different terms can make. Suppose you're buying a \$7,500 car. You put \$1,500 down and need to borrow \$6,000. Compare the three credit arrangements in the chart on the next page. How do these choices compare? The answer depends partly on what you need. The lowest cost loan, in terms of total finance charges and total of payments, is available from Creditor A.

	APR	Length of Loan	Monthly Payment	Total Finance Charge	Total of Payments
Creditor A	14%	3 years	\$205.07	\$1,382.52	\$7,382.52
Creditor B	14%	4 years	\$163.96	\$1,870.08	\$7,870.08
Creditor C	15%	4 years	\$166.98	\$2,015.04	\$8,015.04

If you were looking for lower monthly payments, you could get them by repaying the loan over a longer period. However, you would have to pay more in total costs. A loan from Creditor B, also at a 14 percent APR, but for four years, will add about \$488 to your finance charge.

If that four-year loan were available only from Creditor C, the APR of 15 percent would add another \$145 or so to your finance charges, compared with

Creditor B.

Other factors, such as the size of the down payment, will also make a difference. Be sure to look at all the loan terms before you choose.

Cost of Open-end Credit

Open-end credit includes bank and department store credit cards, gasoline company cards, home equity lines of credit, and check-overdraft accounts that let you write checks for more than your actual balance with the bank. Open-end credit can be used again and again, generally until you reach a certain prearranged borrowing limit. Truth in Lending requires that open-end creditors tell you the terms of the credit plan so that you can shop and compare costs.

When you're shopping for an open-end plan, the APR is only the periodic rate that you will be charged, figured on a yearly basis. (For instance, a creditor that charges 12 percent interest each month would quote you an APR of 18 percent.) Annual membership fees, transaction charges, and points, for example, are listed separately; they are not included in the APR. Keep these fees in mind and compare all the costs involved in the plans, not just the APR.

Creditors must tell you when finance charges begin on your account, so you know how much time you have to pay your bill before a finance charge is added. Creditors may give you a 25-day grace period, for example, to pay your purchase balance in full before you must pay a finance charge.

Creditors also must tell you the method they use to figure the balance on which you pay a finance charge; the interest rate they charge is applied to this balance to compute the finance charge. Creditors use a number of different methods to arrive at the balance. Study them carefully; they can significantly affect your finance charge.

Some creditors, for instance, take the amount you owed at the start of the billing cycle and subtract any payments made during that cycle. New purchases are not counted. This is called the *adjusted balance method*.

With the *previous balance method*, creditors simply use the amount owed at the start of the billing cycle to compute the finance charge.

Under one of the most common methods, the *average daily balance method*, creditors add your balances for each day in the billing cycle and then divide that total by the number of days in the cycle. Payments made during the cycle are subtracted to get the daily amounts, and depending on the plan, new purchases may or may not be included. Under another method, the *two-cycle average daily balance method*, creditors use the average daily balances for two billing cycles to compute your finance charge. Again, payments will be subtracted to get the balances, but new purchases may or may not be included.

Be aware that the amount of the finance charge will vary considerably depending on the method used, even for the same pattern of purchases and

payments.

If you receive a credit card offer or an application, the creditor must give you information about the APR and other important terms of the plan (for example, annual fees and late payment fees) at that time. Likewise, with a home equity line of credit, this information must be given to you with an application.

Truth in Lending does not set the rates or tell the creditor how to calculate finance charges, it requires only that the creditor tell you the method that it uses. You should ask for an explanation of any terms you don't understand.

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Leasing Costs and Terms

A lease is a contract between a lessor (the property owner) and a lessee (the property user) for the use of a vehicle or property subject to stated terms and limitations for a specified period and at a specified payment. Leasing has become a popular alternative to buying — under certain circumstances. For instance, you might consider leasing furniture for an apartment you'll use only for a year. The Consumer Leasing Act requires lessors to give you the facts about the costs and terms in their contracts, to help you decide whether leasing is a good idea.

A *consumer lease* is a contract between a lessor and lessee for the use of personal property primarily for personal, family, or household purposes for a period of more than four months and with a total contractual obligation of no more than \$25,000. A lease meeting all of these criteria is covered by the Consumer Leasing Act. It covers, for example, long-term leases of cars, furniture, and appliances, but it does not cover daily car rentals or apartment leases.

Certain information on cost and terms must be grouped together and separated or segregated from other information in the lease documents and presented in a prescribed format. First, these disclosures provide a snapshot of what you will pay

- at the beginning of the lease - which means the amount you will pay at lease signing or delivery
- during the lease - that is, the monthly or periodic payments
- other charges that you will face
- and the total amount you will pay over the lease term.

For vehicle leases, the disclosures require an itemization of the amount due at lease signing and how that amount will be paid. The disclosures also provide a mathematical progression showing the way the monthly payment was determined. Starting with the agreed-upon value of the vehicle and the gross capitalized cost, this calculation shows the additions, subtractions, and divisions that lead to the monthly payment.

The final section of the segregated disclosures includes information on early

termination, excess wear and use, mileage limits and excess mileage charges, and any purchase option at the end of the lease and directs you to other disclosures and lease terms.

Open-end and Closed-end Leases

There are open-end and closed-end leases and your rights and obligations at lease-end are different in each of these. Both types of leases estimate the lease-end value of the item and use this to project depreciation, which is the basis for calculating your base monthly payment. In an open-end lease, at lease-end, you are responsible for the difference between the *estimated* lease-end value (the residual value) determined at the beginning of the lease and the *actual* lease-end value (the realized value). In a closed-end lease, you are not responsible for the item's value at lease-end, but you are responsible for the condition of the item you lease (that is, an excess wear and use charge may be imposed). In an open-end lease, you may receive a refund of any gain and are responsible for any deficiency. In a closed-end lease the lessor usually keeps any gain and assumes any loss due to overestimating the residual value.

The Consumer Leasing Act provides consumers with some protections against unreasonable end-of-term charges in open-end leases. Assuming that you have met the wear-and-use standards, the residual value is considered unreasonable if it exceeds the realized value by more than three times the base monthly payment (the "Three Payment Rule"). If you believe the amount owed at the end of the lease term is unreasonable and refuse to pay, the lessor may attempt to prove that the residual value was reasonable when it was set at the beginning of the lease. However, if you cannot reach a settlement with the lessor, you cannot be forced to pay the excess amount unless the lessor brings a successful court action and pays your reasonable attorney's fees. For example, assume that the residual value in an open-end vehicle lease is \$12,000, the realized value is \$11,000, and the base monthly payment is \$250. The end-of-term deficiency is \$1,000. However, under the Three Payment Rule, the maximum charge should not exceed \$750 (assuming that there is no excess wear-and-use charge) rather than the full \$1,000 deficiency unless the lessor can prove the residual value was reasonable when set.

You have the right to an independent appraisal of the property's worth at the end of the lease term; however, you must pay the appraiser's fee.

The Federal Reserve pamphlet "Keys to Vehicle Leasing: A Consumer Guide" also contains useful information on leasing and provides a sample of some of the disclosures you should receive when leasing a vehicle.

Costs of Settlement on a House

A house is probably the single largest credit purchase for most consumers, and one of the most complicated. The Real Estate Settlement Procedures Act, like Truth in Lending, is a disclosure law. The act, administered by the Department of Housing and Urban Development, requires the lender to give you, in

advance, certain information about the costs you will pay when you close the loan. The act also requires that lenders give you the booklet “Buying Your Home: Settlement Costs and Information” to help you understand the closing process and shop for lower settlement costs. To get the booklet, write to:

Deputy Assistant Secretary for Housing
Attention: RESPA Enforcement
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W.
Room 9416
Washington, DC 20410

Should you need to, phone: (202) 708-4560

The Federal Reserve pamphlet “A Consumer’s Guide to Mortgage Closing Costs” also contains useful information.

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Discrimination

When you're ready to apply for credit, you should know what factors creditors think are important in deciding whether you're creditworthy. You should also know what factors they cannot legally consider in their decisions.

What Law Applies?

The Equal Credit Opportunity Act requires that all credit applicants be considered on the basis of their actual qualifications for credit and not be rejected because of certain personal characteristics.

What Creditors Look For

The Three Cs. Creditors look for an ability to repay debt and a willingness to do so—and sometimes for a little extra security to protect their loans. They speak of the three Cs of credit: capacity, character, and collateral.

Capacity. Can you repay the debt? Creditors ask for employment information: your occupation, how long you've worked, and how much you earn. They also want to know your expenses: how many dependents you have, whether you pay alimony or child support, and the amount of your other obligations.

Character. Will you repay the debt? Creditors will look at your credit history (see section on Credit Histories and Records): how much you owe, how often you borrow, whether you pay bills on time, and whether you live within your means. They also look for signs of stability: how long you've lived at your present address, whether you own or rent your home, and the length of your present employment.

Collateral. Is the creditor fully protected if you fail to repay? Creditors want to know what you may have that could be used to back up or secure your loan and other resources you have for repaying debt other than income, such as savings, investments, or property.

Creditors use different combinations of these facts to reach their decisions. Some set unusually high standards; others simply do not make certain kinds of loans. Creditors also use different rating systems. Some rely strictly on their own instinct and experience. Others use a “credit-scoring” or statistical system to predict whether you’re a good credit risk. They assign a certain number of points to each of the various characteristics that have proved to be reliable signs that a borrower will repay. Then they rate you on this scale.

Different creditors may reach different conclusions based on the same set of facts. One may find you an acceptable risk, whereas another may deny you a loan.

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Information the Creditor Can’t Use

The Equal Credit Opportunity Act does not guarantee that you will get credit. You must still pass the creditor’s tests of creditworthiness. But the creditor must apply these tests fairly and impartially. The act bars discrimination based on age, gender, marital status, race, color, religion, and national origin. The act also bars discrimination because you receive public income, such as veterans benefits, welfare or social security, or because you exercise your rights under federal credit laws, such as filing a billing error notice with a creditor. This protection means that a creditor may not use any of these grounds as a reason to

- discourage you from applying for a loan
- refuse you a loan if you qualify
- lend you money on terms different from those granted another person with similar income, expenses, credit history, and collateral
- close an existing account because of age, gender, marital status, race, color, religion, national origin, receipt of public income or because you exercise your rights under federal credit laws.

Although creditors may not discriminate on the basis of national origin, they may consider your immigration status when making a loan decision.

Special Rules

Age. In the past, many older persons have complained about being denied credit because they were over a certain age. Or when they retired, they often found their credit suddenly cut off or reduced. So the law is very specific about how a person’s age may be used in credit decisions.

A creditor may ask your age, but if you’re old enough to sign a binding contract (usually 18 or 21 years old depending on state law), a creditor may not:

- turn you down, offer you less credit, or offer you less favorable credit terms because of your age
- ignore your retirement income in evaluating your application

- close your credit account or require you to reapply for it because you reach a certain age or retire
- deny you credit or close your account because credit life insurance or other credit-related insurance is not available to a person your age.

Creditors may “score” your age in a credit-scoring system, but if you are 62 or older you must be given at least as many points for age as any person under 62.

Because individuals’ financial situations can change at different ages, the law lets creditors consider certain information related to age, such as how long until you retire or how long your income will continue. An older applicant might not qualify for a large loan with a very low down payment and a long term, but might qualify for a smaller loan, with a larger down payment, and a shorter term. Remember that although declining income may be a handicap if you are older, you can usually offer a solid credit history to your advantage. The creditor has to consider all the facts and apply the usual standards of creditworthiness to your particular situation.

Public Assistance. You may not be denied credit just because you receive social security or public assistance, such as Temporary Assistance to Needy Families (TANF). But as is the case with age, certain information on this source of income could clearly affect creditworthiness. A creditor may consider such things as how old your dependents are (because you may lose benefits when they reach a certain age) or whether you will continue to meet the eligibility requirements for receiving benefits.

This information helps the creditor determine the likelihood that your public-assistance income will continue.

Housing Loans. The Equal Credit Opportunity Act covers your application for a mortgage or home-improvement loan. The act bars discrimination because of characteristics such as your race, color, gender or because of the race or national origin of the people in the neighborhood where you live or want to buy your home. Creditors may not use any appraisal of the value of the property that considers the race of the people in the neighborhood.

Also, you are entitled to receive a copy of an appraisal report that you paid for in connection with an application for credit, provided you make a written request for the report.



Discrimination against Women

Both men and women are protected from discrimination based on gender or marital status. But many of the law's provisions were designed to stop particular abuses that generally made it difficult for women to get credit. For example, denying credit or offering less favorable credit terms based on the misperception that single women ignore their debts when they marry, or that a woman's income "doesn't count" because she'll stop work to have and raise children, is unlawful in credit transactions.

The general rule is that you may not be denied credit because you are a woman or because you are married, single, widowed, divorced, or separated. Here are some important protections:

Gender and Marital Status. Usually, creditors may not ask your gender on an application form (one exception is on a loan to buy or build a home). You do not have to use Miss, Mrs., or Ms. with your name on a credit application. But in some cases, a creditor may ask whether you are married, unmarried, or separated (unmarried includes single, divorced, and widowed).

Childbearing Plans. Creditors may not ask about your birth-control practices or your plans to have children, and they may not assume anything about those plans.

Income and Alimony. The creditor must count all of your income, even income from part-time employment. Child support and alimony payments are a source of income for many women. You don't have to disclose these kinds of income, but if you do, creditors must count them.

Telephones. Creditors may not consider whether you have a telephone listing in your name because this factor would discriminate against many married women. (However, you may be asked if there's a telephone in your home.)

A creditor may consider whether income is steady and reliable, so be prepared to show that you can count on uninterrupted income, particularly if the source is alimony payments or part-time wages.

Your Own Accounts. Many married women once were turned down for credit in their own name. Or a husband had to cosign an account—that is, agree to pay if the wife didn't—even when a wife made sufficient income to easily repay the loan. Single women couldn't get loans because they were thought to be somehow less reliable than other applicants. You now have the right to your own credit, based on your own credit records and earnings. Your own credit means a separate account or loan in your own name, not a joint account with your husband or a duplicate card on his account. Here are the rules:

- Creditors may not refuse to open an account because of your gender or marital status.
- You can choose to use your first name and maiden name (Mary Smith), your first name and husband's last name (Mary Jones), or a combined

last name (Mary Smith-Jones).

- If you're creditworthy, a creditor may not ask your husband to cosign your account, with certain exceptions when property rights are involved.
- Creditors may not ask for information about your husband or ex-husband when you apply for your own credit based on your own income unless that income is alimony, child support, or separate maintenance payments from your spouse or former spouse.

This last rule, of course, does not apply if your husband is going to use your account or be responsible for paying your debts on the account or if you live in a community property state. (Community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.)

Change in Marital Status. Married women have sometimes faced severe hardships when cut off from credit after their husbands died. Single women have had accounts closed when they married, and married women have had accounts closed after a divorce. The law says that creditors may not make you reapply for credit because you marry or become widowed or divorced. Nor may they close your account or change the terms of your account on these grounds. There must be some sign that your creditworthiness has changed. For example, creditors may ask you to reapply if you relied on your ex-husband's income to get credit in the first place.

Setting up your own account protects you by establishing your own history of how you handle debt. You can rely on this record if your financial situation changes if you become widowed or divorced. If you're getting married and plan to take your husband's surname, write to your creditors and tell them you want to keep a separate account.

If You're Turned Down

Remember, your gender or race may not be used to discourage you from applying for a loan. And creditors may not hold up or otherwise delay your application on those grounds. Under the Equal Credit Opportunity Act, you must be notified within 30 days after your application has been completed whether your loan has been approved or not. If credit is denied, this notice must be in writing, and it must explain the specific reasons that you were denied credit or tell you of your right to ask for an explanation. You have the same rights if an account you have had is closed.

If you are denied credit, be sure to find out why. Remember, you may have to ask the creditors for this explanation. It may be that the creditor thinks you have requested more money than you can repay on your income. It may be that you have not been employed or lived long enough in the community. You can discuss terms with the creditor and ways to improve your creditworthiness. The next section explains how to improve your ability to get credit.

If you think you have been discriminated against, cite the law to the creditor. If

the creditor still says no without a satisfactory explanation, you may contact a federal enforcement agency for assistance (the federal agency you should contact should be included in the notice you receive from the creditor), or you may bring [legal action](#), as described in the Filing A Credit Complaint section of this handbook.

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Building a Good Record

On your first attempt to get credit, you may face a common frustration: sometimes it seems you have to already have credit to get credit. Some creditors will look only at your salary and job and the other financial information that you put on the application. But most also want to know about your track record in handling credit, namely, how reliably you've repaid past debts. They turn to the records kept by credit bureaus or credit-reporting agencies, whose business is to collect, store, and report information about borrowers that is routinely supplied by many lenders. These records include the amount of credit you have received and how faithfully you've repaid.

Here are several ways you can begin to build a good credit history:

- Open a checking account or a savings account or both. These do not begin your credit file but may be checked as evidence that you have money and know how to manage it. Cancelled checks can be used to show that you pay utilities or rent bills regularly, a sign of reliability.
- Apply for a department store credit card. Repaying credit card bills on time is a plus in credit histories.
- Ask whether you may deposit funds with a financial institution to serve as collateral for a credit card; some institutions will issue a credit card with a credit limit usually no greater than the amount on deposit.
- If you're new in town, write for a summary of any credit record kept by a credit bureau in your former town. (Ask the bank or department store in your old hometown for the name of the agency it reports to.)
- If you don't qualify on the basis of your own credit standing, offer to have someone cosign your application.
- If you're turned down, find out why and try to resolve any misunderstandings.

What Laws Apply?

The following laws can help you start your credit history and keep your record

accurate:

THE EQUAL CREDIT OPPORTUNITY ACT gives women a way to start their own credit history and identity.

THE FAIR CREDIT REPORTING ACT sets up a procedure for correcting mistakes on your credit record.

Credit Histories for Women

Under the Equal Credit Opportunity Act, reports to credit bureaus must be made in the names of both husband and wife if both use an account or are responsible for repaying the debt. Some women who are divorced or widowed may not have separate credit histories because their credit accounts were listed only in their husbands' names. But divorced and widowed women can still benefit from such a record. Under the Equal Credit Opportunity Act, creditors must consider the credit history of accounts women have held jointly with their husbands. Creditors must also look at the record of any account held only in the husband's name if a woman can show that it also reflects her own creditworthiness. If the record is unfavorable—for example, if an ex-husband is a bad credit risk—she can try to show that the record does not reflect her own creditworthiness. Remember that a wife may also open her own account to ensure starting her own credit history.

Example:

Mary Jones, when married to John Jones, always paid their credit card bills on time from their joint checking account. But the card was issued in John's name, and the credit bureau kept all records in John's name. Now Mary is a widow and wants to take out a new card, but she's told she has no credit history. To benefit from the good credit record already established in John's name, Mary should point out that she handled all accounts properly when she was married and that bills were paid by checks from their joint checking account.

Maintaining Complete and Accurate Credit Records

Mistakes on your credit record can cloud your credit future. Your credit rating is important, so be sure that credit-bureau records are complete and accurate.

The Fair Credit Reporting Act says that you must be told what's in your credit file and have any errors corrected.

Negative Information. If a lender refuses you credit because of unfavorable information in your credit report, you have a right to get the name and address of the agency that keeps your report. Then, you may either request information from the credit bureau by mail or in person. You may not get an exact copy of the file, but you will learn what's in the report. The law also says that the credit bureau must help you interpret the data in the report because the raw data may take experience to analyze. If you're questioning a credit refusal made within the past 60 days, the bureau cannot charge a fee for giving you information.

If you notify the bureau about an error, generally the bureau must investigate and resolve the dispute within 30 days after receiving your notice. The bureau will contact the creditor who supplied the data and remove any information that is incomplete or inaccurate from your credit file. If you disagree with the findings, you can file a short statement (100 words) in your record, giving your side of the story. Future reports to creditors must include this statement or a summary of it.

Old Information. Sometimes credit information is too old to give a good picture of your financial reputation. There is a limit on how long certain information may be kept in your file:

- Bankruptcies must not be reported after 10 years. However, information about any bankruptcies at any time may be reported if you apply for life insurance with a face value over \$150,000, for a job paying \$75,000 or more, or for credit with a principal amount of \$150,000 or more.
- Suits and judgments paid, tax liens, and most other kinds of unfavorable information must not be reported after 7 years.

Your credit record may not be given to anyone who does not have a legitimate business need for it. Stores to which you are applying for credit may examine your record; curious neighbors may not. Prospective employers may examine your record with your permission.

Billing Mistakes. In the next chapter, you will find the steps to take if there's an error on your bill. By following these steps, you can protect your credit rating.

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The best way to maintain your credit standing is to repay all debts on time. But there may be complications. To protect your credit rating, you should learn how to correct mistakes and resolve misunderstandings.

When there's a problem, first try to deal directly with the creditor. Credit laws can help you settle your complaints without a hassle.

What Laws Apply?

THE FAIR CREDIT BILLING ACT sets up procedures requiring creditors to promptly credit your payments and correct billing mistakes and allows you to withhold payments on defective goods.

TRUTH IN LENDING gives you three days to change your mind about certain credit transactions that use your home as collateral; it also limits your risk on lost or stolen credit cards.

Billing Errors

The Fair Credit Billing Act requires creditors to correct errors promptly and without damage to your credit rating.

A Case of Error? The law defines a billing error as any charge

- for something you didn't buy or for a purchase by someone not authorized to use your account
- that is not properly identified on your bill or is for an amount different from the actual purchase price or was entered on a date different from the purchase date
- for something that you did not accept on delivery or that was not delivered according to agreement. Billing errors also include
- errors in arithmetic
- failure to show a payment or other credit to your account
- failure to mail the bill to your current address, provided you told the creditor about an address change at least 20 days before the end of the

billing period

- an item on your bill for which you need more information.

In Case of Error. If you think your bill is wrong, or want more information about it, follow these steps:

1. Notify the creditor in writing within 60 days after the first bill was mailed that showed the error. Be sure to write to the address the creditor lists for billing inquiries and to tell the creditor

- your name and account number
- that you believe the bill contains an error and why you believe it is wrong and
- the date and suspected amount of the error or the item that you want explained.

2. Pay all parts of the bill that are not in dispute. But while waiting for an answer, you do not have to pay the amount in question (the “disputed amount”) or any minimum payments or finance charges that apply to it.

The creditor must acknowledge your letter within 30 days unless the problem can be resolved within that time. Within two billing periods, but in no case longer than 90 days, either your account must be corrected, or you must be told why the creditor believes that the bill is correct.

If the creditor made a mistake, you do not pay any finance charges on the disputed amount. Your account must be corrected, and you must be sent an explanation of any amount you still owe.

If no error is found, the creditor must send you an explanation of the reasons for that finding and promptly send a statement of what you owe, which may include any finance charges that have accumulated and any minimum payments you missed while you were questioning the bill. You then have the time usually given on your type of account to pay any balance.

3. If you still are not satisfied, you should notify the creditor in writing within the time allowed to pay your bill.



Maintaining Your Credit Rating. A creditor may not threaten your credit rating while you're resolving a billing dispute.

Once you have written about a possible error, a creditor must not release information to other creditors or credit bureaus that would hurt your credit reputation. And, until your complaint is answered, the creditor also cannot take any action to collect the disputed amount.

After the creditor has explained the bill, if you do not pay in the time allowed, you may be reported as delinquent on the amount in dispute, and the creditor may take action to collect. Even so, you can still disagree in writing. Then the creditor must report that you have challenged your bill and give you the name and address of each person who has received information about your account. When the matter is settled, the creditor must report the outcome to each person who has received that information. Remember that you may tell your own side in your credit record with a 100-word explanation.

Defective Goods or Services

Your new sofa arrives with only three legs. You try to return it; no luck. You ask the merchant to repair or replace it; still no luck. The Fair Credit Billing Act allows you to withhold payment on any damaged or poor-quality goods or services purchased with a credit card, as long as you have made a real attempt to solve the problem with the merchant.

This right may be limited if the card was a bank or travel and entertainment card or any card not issued by the store where you made your purchase. In such cases, the sale must have been for more than \$50 and must have taken place in your home state or within 100 miles of your home address.

Prompt Credit for Payments and Refunds for Credit Balances

Some creditors will not charge a finance charge if you pay your account within a certain period of time, often called a grace period. In this case, it is especially important that you get your bills, and get credit for paying them, promptly. Check your statements to ensure that your creditor follows these rules:

Prompt Billing. Look at the date on the postmark. If your account is one on which no finance or other charge is added before a certain due date, then creditors must mail their statements at least 14 days before payment is due.

Prompt Crediting. Look at the payment date entered on the statement. Creditors must credit payments on the day they arrive, as long as you pay according to payment instructions, for example, sending your payment to the address listed on the bill.

Credit Balances. If a credit balance results on your account (for example, because you pay more than the amount you owe or you return a purchase and

the purchase price is credited to your account), the creditor must make a refund to you. The refund must be made within seven business days after your written request or automatically if the credit balance still in exists after six months.

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Canceling a Mortgage

Truth in Lending gives you a chance to change your mind on one important kind of transaction—when you use your home as security for a credit transaction. For example, when you are financing a major repair or remodeling and use your home as security, you have three business days, usually after you sign a contract, to think about the transaction and to cancel it if you wish. The creditor must give you written notice of your right to cancel, and if you decide to cancel, you must notify the creditor in writing within the three-day period. The creditor must then return all fees paid and cancel the security interest in your home. Until the three days are up, a contractor may not start work on your home, and a lender may not pay you or the contractor. If you must have the credit immediately to meet a financial emergency, you may give up your right to cancel by providing a written explanation of the circumstances.

The right to cancel (or right of rescission) was provided to protect you from decisions that are hasty or made under pressure, possibly putting your home at risk if you are unable to repay the loan. The law does not apply to a mortgage to finance the purchase of your home; for that, you commit yourself as soon as you sign the mortgage contract. If you use your home to secure an open-end credit line—a home equity line, for instance—you have the right to cancel when you open the account or when your security interest or credit limit is increased. (In the case of an increase, only the increase would be cancelled.)

Lost or Stolen Credit Cards

If your wallet is stolen, your greatest cost may be inconvenience because your liability on lost or stolen cards is limited under Truth in Lending. You do not have to pay for any unauthorized charges made after you notify the card company of loss or theft of your card. So keep a list of your credit card numbers and notify card issuers immediately if your card is lost or stolen. The most you will have to pay for unauthorized charges is \$50 on each card even if someone runs up several hundred dollars worth of charges before you report a card missing.

Unsolicited Cards

It is illegal for card issuers to send you a credit card unless you ask for or agree to receive one. However, a card issuer may send, without your request, a new card to replace an expiring one.

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Electronic Fund Transfers

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Example:

On his way home last Friday night, John Jones realized that he had no cash for the weekend. The bank was closed, but John had his bank debit card and the code to use it. He inserted the card into an automated teller machine outside the front door of the bank; then, using a number keypad, he entered his code and pressed the buttons for a withdrawal of \$50. John's cash was dispensed automatically from the machine, and his bank account was electronically debited for the \$50 cash withdrawal.

John's debit card is just one way to use electronic fund transfer (EFT) systems that allow payment between parties by substituting an electronic signal for cash or checks.

Are we heading for a checkless society? Probably not. But making a dent in the large number of paper checks in the country's banking system is clearly one advantage to electronic banking.

Today, the cost of moving checks through the banking system is estimated to be about \$3.00 per check, including the costs of paper, printing, and mailing. Moreover, checks except your own check presented at your own bank take time to cash: time for delivery, endorsement, presentation to another person's bank, and winding through various stations in the check-clearing system. Technology now can lower the costs of the payment mechanism (to about \$1.50 per transaction) and make it more efficient and convenient by reducing paperwork.

EFT in Operation

The national payment mechanism moves money between accounts in a fast, paperless way. These are some examples of EFT systems in operation:

Automated Teller Machines (ATMs). Consumers can do their banking without the assistance of a teller, as John Jones did to get cash, or to make deposits, pay bills, or transfer funds from one account to another electronically. These machines are used with a debit or EFT card and a code, which is often

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called a personal identification number or “PIN.”

Point-of-Sale (POS) Transactions. Some debit or EFT cards (sometimes referred to as check cards) can be used when shopping to allow the transfer of funds from the consumer’s account to the merchant’s. To pay for a purchase, the consumer presents an EFT card instead of a check or cash. Money is taken out of the consumer’s account and put into the merchant’s account electronically.

Preauthorized Transfers. This is a method of automatically depositing to or withdrawing funds from an individual’s account, when the account holder authorizes the bank or a third party (such as an employer) to do so. For example, consumers can authorize direct electronic deposit of wages, social security, or dividend payments to their accounts. Or they can authorize financial institutions to make regular, ongoing payments of insurance, mortgage, utility, or other bills.

Telephone Transfers. Consumers can transfer funds from one account to another— from savings to checking, for example—or can order payment of specific bills by phone.

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What Law Applies?

THE ELECTRONIC FUND TRANSFER ACT answers several basic questions consumers have about using EFT services.

A check contains information that authorizes a bank to withdraw a certain amount of money from one person’s account and pay that amount to another person. Most consumer questions center on the fact that EFT systems transmit the information without the paper:

- What record will I have of my transactions?
- How do I correct errors?
- What if someone steals money from my account?
- What about mail solicitations for debit cards?
- Do I have to use EFT services?

Here are the answers the EFT Act gives to consumer questions about these systems.

What Record Will I Have of My Transactions?

A cancelled check is permanent proof that a payment has been made. What proof of payment is available with EFT services?

If you use an ATM to withdraw money or make deposits or a POS terminal to pay for a purchase, you can get a written receipt, much like a sales receipt you get with a cash purchase, showing the amount of the transfer, the date it was made, and other information. This receipt is your record of transfers initiated at an electronic terminal.

Your periodic bank statement must also show electronic transfers to and from your account, including those made with debit cards, by a preauthorized arrangement, or under a telephone transfer plan. The statement will also name the party to whom payment has been made and show any fees for EFT services (or the total amount charged for account maintenance) and your opening and closing balances.

How Do I Correct Errors?

The way to report errors is somewhat different with EFT services than it is with credit cards (see the section on correcting credit billing errors). But as with credit cards, financial institutions must investigate and promptly correct any EFT errors that you report.

If you believe there has been an error in an electronic fund transfer relating to your account:

1. Write or call your financial institution immediately if possible, but no later than 60 days from the date the first statement that you think shows an error was mailed to you. Give your name and account number and explain why you believe there is an error, what kind of error, and the dollar amount and date in question. If you call, you may be asked to send this information in writing within 10 business days.

2. The financial institution must promptly investigate an error and resolve it within 45 days. For errors involving new accounts (opened in the last 30 days), POS transactions, and foreign transactions, the institution may take up to 90 days to investigate the error. However, if the financial institution takes longer than 10 business days to complete its investigation, generally it must put back into your account the amount in question while it finishes the investigation. For new accounts, the financial institution may take up to 20 business days to credit your account for the amount you think is in error.

3. The financial institution must notify you of the results of its investigation. If there was an error, the institution must correct it promptly, for example, by making a recredit final. If it finds no error, the financial institution must explain in writing why it believes no error occurred and let you know that it has deducted any amount recredited during the investigation. You may ask for copies of documents relied on in the investigation.

What about Loss or Theft?

It's important to be aware of the potential risk in using an EFT card, which differs from the risk on a credit card.

On lost or stolen credit cards, your loss is limited to \$50 per card (see Lost or Stolen Credit Cards). On an EFT card, your liability for an unauthorized withdrawal can vary:

- Your loss is limited to \$50 if you notify the financial institution within

two business days after learning of loss or theft of your card or code.

- But you could lose as much as \$500 if you do not tell the card issuer within two business days after learning of loss or theft.
- If you do not report an unauthorized transfer that appears on your statement within 60 days after the statement is mailed to you, you risk unlimited loss on transfers made after the 60-day period. That means you could lose all the money in your account plus your maximum overdraft line of credit, if any.

Example:

On Monday, John's debit card and PIN were stolen. On Tuesday, the thief withdrew \$250, all the money John had in his checking account. Five days later, the thief withdrew another \$500, triggering John's overdraft line of credit. John did not realize his card was stolen until he received his bank statement, showing withdrawals of \$750 he did not make. He called the bank right away. John's liability is \$50.

Now suppose that when John got his bank statement he didn't look at it and didn't call the bank. Seventy days after the statement was mailed to John, the thief withdrew another \$1,000, reaching the limit on John's line of credit. In this case, John would be liable for \$1,050 (\$50 for transfers before the end of the 60 days; \$1,000 for transfers made more than 60 days after the statement was mailed).

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What about Mail Solicitations for Debit Cards?

A financial institution may send you an EFT card that is VALID FOR USE only if you ask for one, or to replace or renew an expiring card. The financial institution must also give you the following information about your rights and responsibilities:

- A notice of your liability in case the card is lost or stolen
- A telephone number for reporting loss or theft of the card or an unauthorized transfer
- A description of its error resolution procedures
- The kinds of electronic fund transfers you may make and any limits on the frequency or dollar amounts of such transfers
- Any charge by the institution for using EFT services
- Your right to receive records of electronic fund transfers
- How to stop payment of a pre-authorized transfer
- The financial institution's liability to you for any failure to make or to stop transfers and
- The conditions under which a financial institution will give information to third parties about your account.

Generally, you must also get advance notice of any change in the account that would increase your costs or liability, or would limit transfers. A financial

institution may send you a card that you did not request only if the card is NOT VALID FOR USE. An unsolicited card can be validated only at your request and only after the institution makes sure that you are the person whose name is on the card. It must also be sent with instructions on how to dispose of an unwanted card.

Do I Have to Use EFT?

The EFT Act forbids a creditor from requiring you to repay a loan or other credit by EFT, except in the case of overdraft checking plans. With some exceptions, your employer or a government agency can require you to receive your salary or a government benefit by electronic transfer. However, you have the right to choose the financial institution that will receive your funds.

Special Questions about Preauthorized Plans

Q. How will I know that a preauthorized deposit has been made?

A. There are various ways in which you may be notified. Notice may be given by your employer (or whoever is sending the funds) that the deposit has been sent to your financial institution. Otherwise, a financial institution may provide notice when it has received the credit or will send you a notice only when it has not received the funds. Financial institutions also have the option of giving you a telephone number you can call to check on a preauthorized deposit.

Q. How do I stop a preauthorized payment?

A. You may stop any preauthorized payment by calling or writing the financial institution, but your order must be received at least three business days before the payment date. Written confirmation of a telephone notice to stop payment may be required. You should also contact the merchant or organization you authorized to debit your account. Q. If the payments I preauthorize vary in amount from month to month, how will I know how much will be transferred out of my account? A. You have the right to be notified of all varying payments at least 10 days in advance. Or you may choose to specify a range of amounts and to be told only when a transfer falls outside that range. You may also choose to be told only when a transfer differs by a certain amount from the previous payment to the same company.

Q. Do the EFT Act protections apply to all preauthorized plans?

A. No. They do not apply to automatic transfers from your account to the institution that holds your account or vice versa. For example, they do not apply to automatic payments made on a mortgage held by the financial institution where you have your EFT account. The EFT Act also does not apply to automatic transfers among your accounts at one financial institution.

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First try to resolve your complaint directly with the creditor or bank involved. If you are still unable to resolve the problem, you may file a written complaint with federal agencies responsible for enforcing consumer credit protection laws.

Filing a Complaint with Federal Enforcement Agencies

If you have a complaint about a bank or other financial institution, the Federal Reserve System may be able to help you. The Federal Reserve System investigates consumer complaints received against state-chartered banks that are members of the System. Complaints about these types of banks will be investigated by one of the 12 Federal Reserve Banks around the country. The Federal Reserve will refer complaints about other institutions to the appropriate federal regulatory agency and let you know where your complaint has been referred. Or you may write directly to the appropriate federal agency by referring to the listing at the end of this publication. Many of these agencies do not handle individual complaints; however, they will use information about your credit experiences to help enforce the credit laws.

When writing to the Federal Reserve, you should submit your complaint—in writing whenever possible—to the Division of Consumer and Community Affairs, Board of Governors of the Federal Reserve System, Washington, DC 20551. Be sure to provide the complete name and address of the bank, a brief description of your complaint, and any documentation that may help us investigate your complaint. Please do not send original documents, only copies; remember to sign and date your letter. The Federal Reserve will acknowledge your complaint within 15 business days, letting you know whether a Federal Reserve Bank will investigate your complaint or whether your complaint will be forwarded to another federal agency for attention.

For complaints investigated by the Federal Reserve (those involving state-chartered member banks), the Reserve Bank will analyze the bank's response to your complaint to ensure that your concerns have been addressed and will send you a letter about the findings. If the investigation reveals that a Federal Reserve regulation has been violated, the Reserve Bank will inform

you of the violation and the corrective action the bank has been directed to take.

Although the Federal Reserve investigates all complaints about the banks it regulates, it does not have the authority to resolve all types of problems, such as contractual or factual disputes or disagreements about bank policies or procedures. In many instances, however, if you file a complaint, a bank may voluntarily work with you to resolve your situation. If the matter is not resolved, we will advise you whether you should consider legal counsel to resolve your complaint.

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Penalties under the Laws

If you decide to bring a lawsuit against a creditor, here are the penalties a creditor must pay if you win.

Truth in Lending and Consumer Leasing Acts. If any creditor fails to disclose information required under these acts, or gives inaccurate information, or does not comply with the rules about credit cards or the right to cancel certain home-secured loans, you as an individual may sue for actual damages and any money loss you suffer. In addition, you can sue for twice the finance charge in the case of certain credit disclosures, or if a lease is concerned, 25 percent of total monthly payments. In either case, the least the court may award you if you win is \$100, and the most is \$1,000. In any lawsuit that you win, you are entitled to reimbursement for court costs and attorney's fees.

Class action suits are also permitted. A class action suit is one filed on behalf of a group of people with similar claims.

Equal Credit Opportunity Act. If you think you can prove that a creditor has discriminated against you for any reason prohibited by this act, you as an individual may sue for actual damages plus punitive damages—that is, damages for the fact that the law has been violated—of up to \$10,000. In a successful lawsuit, the court will award you court costs and a reasonable amount for attorney's fees. Class action suits are also permitted.

Fair Credit Billing Act. A creditor who breaks the rules for the correction of billing errors automatically loses the amount owed on the item in question and any finance charges on it, up to a combined total of \$50 even if the bill was correct. You as an individual may also sue for actual damages plus twice the amount of any finance charges, but in any case not less than \$100 nor more than \$1,000. You are also entitled to court costs and attorney's fees in a successful lawsuit. Class action suits are also permitted.

Fair Credit Reporting Act. You may sue any credit-reporting agency or creditor for breaking the rules about who may see your credit records or for not correcting errors in your file. Again, you are entitled to actual damages, plus punitive damages that the court may allow if the violation is proved to have been intentional. In any successful lawsuit, you will also be awarded court

costs and attorney's fees. A person who obtains a credit report without proper authorization or an employee of a credit-reporting agency who gives a credit report to unauthorized persons may be fined up to \$5,000 or imprisoned for one year or both.

Electronic Fund Transfer Act. If a financial institution does not follow the provisions of the EFT Act, you may sue for actual damages (or in certain cases when the institution fails to correct an error or recredit an account, for three times actual damages) plus punitive damages of not less than \$100 nor more than \$1,000. You are also entitled to court costs and attorney's fees in a successful lawsuit. Class action suits are also permitted.

If an institution fails to make an electronic fund transfer or to stop payment of a preauthorized transfer when properly instructed by you to do so, you may sue for all damages that result from failure.

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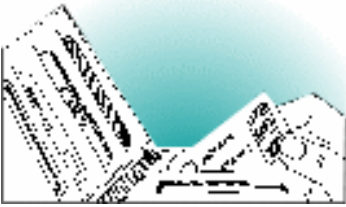
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Annual Percentage Rate (APR)—The cost of credit expressed as a yearly rate.

Appraisal Fee—The charge for estimating the value of property offered as security.

Automated Teller Machines (ATMs)—Electronic terminals located on bank premises or elsewhere, through which customers of financial institutions may make deposits, withdrawals, or other transactions as they would through a bank teller.

Balloon Payment—A large extra payment that may be charged at the end of a loan or lease.

Billing Error—Any mistake in your monthly statement as defined by the Fair Credit Billing Act.

Business Days—Check with your institution to find out what days it counts as business days under the Truth in Lending and Electronic Fund Transfer Acts.

Closed-End Lease—A lease in which you are not responsible for the difference if the actual value of the item at the scheduled end of the lease is less than the residual value, but you may be responsible for excess wear-and-use charges and for other lease requirements.

Collateral—Property, such as stocks, bonds or a car, offered to support a loan and subject to seizure if you default.

Cosigner—Another person who signs your loan and assumes equal responsibility for it.

Credit—The right granted by a creditor to pay in the future to buy or borrow in the present; a sum of money due a person or business.

Credit Bureau—An agency that keeps your credit record; also called a credit-reporting agency.

Credit Card—Any card, plate, or coupon book used periodically or repeatedly to borrow money or buy goods or services on credit.

Credit History—The record of how you've borrowed and repaid debts.

Creditor—A person or business from whom you borrow or to whom you owe money.

Credit Insurance—Health, life, accident, or disruption of income insurance designed to pay the outstanding balance on a debt.

Credit-Scoring System—A statistical system used to rate credit applicants according to various characteristics relevant to creditworthiness.

Creditworthiness—Past, present, and future ability to repay debts.

Debit Card (EFT Card)—A plastic card, which looks similar to a credit card, that consumers may use at an ATM or to make purchases, withdrawals, or other types of electronic fund transfers.

Default—Failure to repay a loan or otherwise meet the terms of your credit agreement.

Disclosures—Information that must be given to consumers about their financial dealings.

Elderly Applicant—As defined in the Equal Credit Opportunity Act, a person 62 years or older.

Electronic Fund Transfer (EFT) Systems—A variety of systems and technologies for transferring funds electronically rather than by check.

Finance Charge—The total dollar amount credit will cost.

Home Equity Line of Credit—A form of open-end credit in which the home serves as collateral.

Joint Account—A credit account held by two or more people so that all can use the account and all assume legal responsibility to repay.

Late Payment—A payment made later than agreed upon in a credit contract and on which additional charges may be imposed.

Lessee—The party to whom the item is leased. In a consumer lease, the lessee is you, the consumer. The lessee is required to make payments and to meet other obligations specified in the lease agreement.

Lessor—The person or organization who regularly leases, offers to lease, or arranges for the lease of the item.

Liability on an Account—Legal responsibility to repay debt.

Open-End Credit—A line of credit that may be used repeatedly, including credit cards, overdraft credit accounts, and home equity lines.

Open-End Lease—A lease agreement in which the amount you owe at the end of the lease term is based on the difference between the residual value of the leased property and its realized value. Your lease agreement may provide for a

refund of any excess if the realized value is greater than the residual value. In an open-end consumer lease, assuming you have met the use and wear standards, the residual value is considered unreasonable if it exceeds the realized value by more than three times the base monthly payment (sometimes called the “three-payment rule”).

Overdraft Checking—A line of credit that allows you to write checks or draw funds with an EFT card for more than your actual balance, with an interest charge on the overdraft.

Point-of-Sale (POS)—A method by which consumers can pay for purchases by having their deposit accounts debited electronically without the use of checks.

Points and Origination Fees—Fees paid to the lender for the loan. One point equals 1 percent of the loan amount. Points are usually paid in cash at closing. In some cases, the money needed to pay points can be borrowed, but doing so will increase the loan amount and the total costs. An origination fee covers the lender’s work in preparing your mortgage loan.

Realized Value—(1) The price the lessor or assignee receives for the leased item at disposition, (2) the highest offer for the leased item at disposition, or (3) the fair market value of the leased item at termination. The realized value may be either the wholesale or the retail value as specified in the lease agreement.

Rescission—The cancellation of a contract.

Residual Value—The end-of-term value of the item established at the beginning of the lease and used in calculating your base monthly payment. The residual value is deducted from the adjusted capitalized cost to determine the depreciation and any amortized amounts. It is an estimate that may be determined in part by using residual value guidebooks. The residual value may be higher or lower than the realized value at the scheduled end of the lease.

Security—Property pledged to the creditor in case of a default on a loan; see collateral.

Security Interest—The creditor’s right to take property or a portion of property offered as security.

Service Charge—A component of some finance charges, such as the fee for triggering an overdraft checking account into use.

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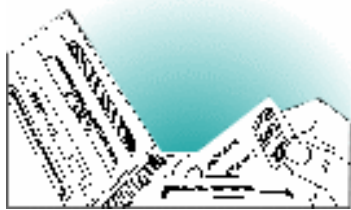
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A Consumer's Guide to Mortgage Closing Costs

A Consumer's Guide to Mortgage Lock-Ins

A Consumer's Guide to Mortgage Refinancings

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A Guide to Business Credit for Women, Minorities, and Small Businesses

A Guide to Federal Reserve Regulations

[Home Mortgages: Understanding the Process and Your Right to Fair Lending](#)

[How To File a Consumer Complaint About a Bank](#)

[Looking for the Best Mortgage: Shop, Compare, Negotiate](#)

[Keys to Vehicle Leasing: A Consumer Guide](#)

(also available in print in Spanish)

Making Deposits: When Will Your Money Be Available?

[Shop: The Card You Pick Can Save You Money](#)

When Your Home Is on the Line: What You Should Know about Home Equity Lines of Credit

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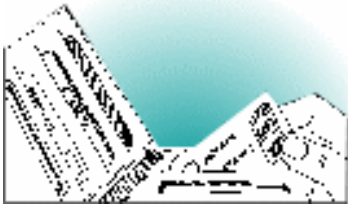
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Board of Governors of the Federal Reserve System

Consumer and Community Affairs

MS-801

20th and C Streets, N.W.

Washington, DC 20551

(202) 452-3693

www.federalreserve.gov

Federal Reserve Bank of Atlanta

104 Marietta Street, N.W.

Atlanta, GA 30303

(404) 521-8500

www.frbatlanta.org

Federal Reserve Bank of Boston

600 Atlantic Avenue

Boston, MA 02106

(617) 973-3000

www.bos.frb.org

Federal Reserve Bank of Chicago

230 South LaSalle Street

Chicago, IL 60690

(213) 322-5322

www.frbchi.org

Federal Reserve Bank of Cleveland

1455 East Sixth Street

Cleveland, OH 44101

(216) 579-2000

www.clev.frb.org

Federal Reserve Bank of Dallas

2200 North Pearl Street

Dallas, TX 75201

(214) 922-6000

www.dallasfed.org

Federal Reserve Bank of Kansas City

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925 Grand Boulevard
Kansas City, MO 64198
(816) 881-2000
www.kc.frb.org

Federal Reserve Bank of Minneapolis

90 Hennepin Avenue
Minneapolis, MN 55401
(612) 204-5000
woodrow.mpls.frb.fed.us

Federal Reserve Bank of New York

33 Liberty Street
New York, NY 10045
(212) 720-5000
www.ny.frb.org

Federal Reserve Bank of Philadelphia

10 Independence Mall
Philadelphia, PA 19106
(215) 574-6000
www.phil.frb.org

Federal Reserve Bank of Richmond

701 East Byrd Street
Richmond, VA 23219
(804) 697-8000
www.rich.frb.org

Federal Reserve Bank of St. Louis

411 Locust Street
St. Louis, MO 63102
(314) 444-8444
www.stls.frb.org

Federal Reserve Bank of San Francisco

101 Market Street
San Francisco, CA 94105
(415) 974-2000
www.frbsf.org

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National Banks

Office of the Comptroller of the Currency

Customer Assistance Unit

1301 McKinney St.

Suite 3710

Houston, TX 77010

(800) 613-6743

www.occ.treas.gov

State Member Banks of the Federal Reserve System

Division of Consumer and Community Affairs

Mail Stop 801

Federal Reserve Board

Washington, DC 20551

(202) 452-3693

www.federalreserve.gov

Nonmember Federally Insured State Banks

Federal Deposit Insurance Corporation

Office of Compliance and Consumer Affairs

550 17th Street, N.W.

Room PA-1730, 7th Floor

Washington, DC 20429

(202) 942-3100 or

(800) 934-FDIC (934-3342)

www.fdic.gov

Savings and Loan Associations

Office of Thrift Supervision

Consumer Programs

1700 G Street, N.W., 6th Floor

Washington, DC 20552

(202) 906-6237 or

(800) 842-6929

www.ots.treas.gov

Federal Credit Unions

National Credit Union Administration

Office of Public and Congressional Affairs
1775 Duke St.
Alexandria, VA 22314
(703) 518-6330
www.ncua.gov

Other Lenders

Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue, N.W.
Washington, DC 20580
(202) 326-3758 or
(877) FTC-HELP, toll free (877-382-4357)
www.ftc.gov

Department of Justice

Civil Division
Washington, DC 20530
(202) 514-3301
www.usdoj.gov

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