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 you can call 518-393-1326 and press '2' to speak to a Member Service Specialist, visit any First New York branch location, write to us at*: First New York FCU, 2 Wall Street, Albany, NY 12205,* or send a secure email by visiting our website www.firstnewyork.org and selecting *Contact Us.*

When you contact us we will need the following information:

1) *Account information:* Your name and account number.
2) *Dollar amount:* The dollar amount of the suspected error.
3) *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 and at least 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*. 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.

What Will Happen After We Receive Your Correspondence

We then must do two things:

1) Within 30 days of receiving your correspondence, we must tell you that we received it. We will also tell you if we have already corrected the error.
2) Within 90 days of receiving your correspondence, we must either correct the error or explain to you why we believe the statement 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 question, 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:

1) *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount and;
2) *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. 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 settled between us. You pay nothing for fraudulent activity with Visa's Zero Liability policy. This applies to any item purchased with your Visa Credit Card or card number, including purchases made through the Internet.

In Case of Error or Questions about your Electronic Transfers

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 518-393-1326 or write to us at: First New York FCU, *2 Wall Street, Albany, NY 12205,* as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account 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.

Withholding Notice to IRA Holders

We are required by Federal income tax regulation to provide you this notice regarding the IRA at our financial organization from which you are receiving payments. Any distributions you receive from an IRA are subject to Federal income tax withholding, unless you exercise your right and elect not to have withholding apply.

Your election to have withholding apply or to waive withholding stays in effect until you change it. You may change or revoke your election at any time and as often as you wish by making a new withholding election. You must understand that you may incur tax penalties under the estimated tax payment rules if your payments of the estimated tax and withholding are insufficient.

If you want your election to remain unchanged, you need do nothing at this time. However, if you wish to change or revoke your previous election, please contact us at the address shown on the front of the statement or telephone us at the telephone number shown, to complete the necessary documentation.

****Balance Subject to Interest Rate:**

Interest charges on loans are computed on the actual unpaid balance each day after new advances and other fees or charges are added and credits are subtracted. These interest charges are computed when you make a payment. For each day since your last payment, the unpaid balance on your account is multiplied by the corresponding daily periodic rate. The sum of these charges is the interest charge you owe on the loan account.