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Subject: Regulation AA

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CREDIT CARD COMPANY SETS \$3500 LIMIT, VERIFIES LIMIT AND TERMS BY PHONE A MONTH AFTER ISSUING CREDIT CARD, WE USE ACCESS CHECK SAME DAY FOR \$1700, BANK THEN MAILES LETTER INDICATING THEY LOWERED THE LIMIT TO \$500 AFTER THE PHONE CONVERSATION / BACK-DATED TO PRIOR TO THE PHONE CONVERSATION...AFTER WE'VE DEPOSITED THE ACCESS CHECK--AND CHARGES US FEES!!!

In June, 2008, we received Barclay's Jupiter card, \$3500 limit, 0% for transfers OR ACCESS checks deposited for 1 year (3% transaction fee.) We did not use the card for merchandise; we planned to use it toward our 2-week vacation at the end of summer. On July 11, we called to VERIFY LIMIT (hadn't used card yet) AND TERMS...still \$3500 available at 0% for access check use with 3% transaction fee. We TOLD THEM we were going to deposit an access check, and that's why we were verifying terms and limit. Later that same day (July 11) we used the access check to move \$1700 to our checking account for the upcoming vacation.

July 15, received letter from Jupiter/Barclays MYSTERIOUSLY DATED JULY 7, indicating our limit was REDUCED TO \$500. We immediately called our bank; they showed a \$1700 deposit. We then called Jupiter (July 15) who showed a \$29 fee, "for stop-payment." Jupiter STILL had not contacted us!

We asked Jupiter/Barclays what to do; explaining again the limit decrease from \$3500 to \$500 letter was dated July 7, a month after receiving the card with a \$3500 limit, and 4 days BEFORE we had called and VERIFIED the terms and a \$3500 limit--and we used the access check for \$1700 later same day we'd verified limits/terms by phone--and now on July 15 we're receiving this "July 7" reduction letter. We explained we had already deposited \$1700 at the bank, and had no idea the limit was reduced until July 15! The envelope was not post-marked, so there's no way to verify when they actually mailed it.

With the first phone call, the Jupiter/Barclays representative didn't know what to do other than re-iterate our new terms, so we asked for a manager or supervisor. He advised us to call back "in an hour or so when a supervisor would be available."

We called back, explained our situation again, and the Jupiter/Barclays representative emphasized WHY our credit limit was reduced (they reviewed our account history--what history? We hadn't used the card,) rather than addressing or explaining the deceitful timing of the credit limit reduction and lack of communicating this to us.

We understand lowering credit limits, however to NOT ADVISE US THE LIMIT WAS REDUCED FROM \$3500 TO \$500 WHEN WE CALLED TO CONFIRM OUR LIMIT WAS \$3500 THE DAY WE DEPOSITED A CHECK FOR \$1700 FOLLOWING OUR INQUIRY IS CLEARLY ABUSIVE PRACTICE AT BEST. We acted in good faith, and do not believe Jupiter/Barclays did the same.

Had we deposited this check, then immediately left town for our two-week vacation and paid out several checks against funds we thought was deposited to our account, we would have been subject to \$30 NSF fees multiple times in addition to utilities shut off, etc, while we were out of town. This could have devastated our family.

We don't want to dispute lowering the limit a month after issuing the UNUSED card-- we don't want their product. We do, however, question this business practices. Jupiter's solution was that they will "monitor our account and reverse the stop-payment fee when it posts." It already posted! Jupiter/Barclays certainly had ample opportunity to mail notification or advise us via the phone calls we made to them that our limit had changed PRIOR to us using funds, but they did not.

We believe the current law effectively states creditors must notify us in writing of any limit decrease, but doesn't specify how long the letter can take to arrive, or any obligation on behalf of the creditor to substantiate they've advised the consumer, or that they've done so in a timely manner. This opens the door for unscrupulous creditors to send you the card, confirm your limits via phone or the mail, wait until you use the funds, then lower the limit after the fact and advise you by back-dating a letter to cover themselves, and potentially charge you over-the-limit fees or stop-payment fees, and/or hike your interest rate. .

Additionally, when a consumer inquires in good faith as to terms/limits, and the creditor verbally confirms what the consumer was given in writing a month prior, it should be illegal not to honor transactions made in good faith pursuant to the conversation (same day,) under the terms/limits stated in that conversation by reversing what the consumer is told and sending a letter the consumer receives AFTER the conversation dated BEFORE the conversation.

We need legislation to protect consumers, and deter these practices. It should be the creditor's responsibility to advise consumers of limit changes immediately, and to notify by a method which is verifiable and track-able.

Thank you.

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