

Docket No. R-1314

7-6-08

To who it my concern.

About 3 months ago I got a Phone Call from Fifth Third Bank, Local branch, asking me if I would like to Master Card Platinum, instead of my Visa Card, Master Card Platinum would have no APR for 3 month, I received the Master Card and used it, 1 month later I received the enclosed, Changes to your credit Card account.

How is a person to opt out when the dead line to opt out has passed. Letter to opt out to them has passed.

My old Visa Card was 21, 99  
The new Master Card reads no higher the 24, 99

Mr James H Seitz  
20100 Lorain Rd, apt 122  
Fairview Park, Ohio  
44126

## Important Information About Changes to Your Credit Card Account

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The enclosed Amendments change the terms of your Card Agreement effective July 1, 2008. Please read this agreement and summary statements for important information about your Fifth Third Bank credit card account.

Except for these Amendments, the terms of your Card Agreement continue in full force and effect.

If you have any questions, please contact a Customer Service Professional at 1-800-972-3030, seven days a week.

### Summary of Changes

Unless otherwise specified, the words "you," "your" and "yours" mean each person or persons who applied (by Internet, orally or in writing) to the Bank for an Account, which application has been approved by the Bank and each person(s) who uses the Accounts with your permission ("Cardholder"); "we," "us," "our" and "Bank" mean Fifth Third Bank and its successors and assigns; and "Card" means each Gold MasterCard®, Platinum MasterCard, Platinum Prime MasterCard, Cash Rewards MasterCard, Select Fixed Rate MasterCard, Select Variable Rate MasterCard, Secured/Good Neighbor MasterCard, VISA® Gold, VISA Platinum, Select Fixed Rate VISA, Select Variable Rate VISA and Secured/Good Neighbor VISA, Student Card (each, an Account, unless the context otherwise provides) with Fifth Third Bank (Bank).

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## Summary of Changes (continued)

### How we calculate variable rates and Prime Rate

- We are changing the timing of when we determine the Prime Rate for accounts with variable rates. We will now determine the Prime Rate on the last business day of the month. Previously this was determined on the first business day of each month.
- Prime Rate will be determined based upon the highest Prime Rate published in *The Wall Street Journal* during the preceding three months. Previously this rate was the highest Prime Rate published on the date the rate was determined.
- The effective date of the interest rate change will be the first business day of the month in which we determine the interest rate, subject to any interest rate limits or floors that would otherwise apply. Previously, the effective date was the first day of the billing cycle in which we calculated the applicable rate.

### Section 16(b) Annual Percentage Rate (APR) has been amended as follows:

All Other Cards including Secured MasterCard. If your Card is a Card other than a Secured/Good Neighbor MasterCard, Secured/Good Neighbor VISA, Select Fixed Rate MasterCard or Select Fixed Rate VISA, the following information applies to your Account:

**APR for Purchases.** Documents accompanying your Card disclose the variable Monthly Periodic Rate and APR for Purchases in effect when your Account is opened, as well as any rate floor below which your APR will not decrease. See the section below entitled "Variable APR for Purchases and Cash Advances" for details about how these rates may change.

**APR for Cash Advances.** Documents accompanying your Card disclose the variable Monthly Periodic Rate and APR for Cash Advances in effect when your Account is opened, as well as any rate floor below which your APR will not decrease. The ANNUAL PERCENTAGE RATE for Cash Advances will be equal to the greater of 21.99% (corresponding Monthly Periodic Rate of 1.8325%) or the *WSJ* Prime Rate plus a margin of 14.99%, subject to any applicable rate limits or floors. Please see the section entitled "Variable APR for Purchases and Cash Advances" for details regarding how this rate may change.

**Variable APR for Purchases and Cash Advances.** If the APR for Purchases and Cash Advances is a variable rate based on the *WSJ* Prime Rate plus a margin, we will calculate the rate monthly by adding the applicable margin for those Transactions to the *WSJ* Prime Rate. This APR may vary (increase and decrease), but will not exceed 24.99% (corresponding Monthly Periodic Rate of 2.0825%) and may not decrease below any applicable rate floor.

Any increase or decrease in the *WSJ* Prime Rate will result in an increase or decrease in your Monthly Periodic Rate and the APR, and as a result, the Finance Charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal.

The *WSJ* Prime Rate means the highest prime rate published in the "Money Rates" section of *The Wall Street Journal* at any time during the three months preceding the date on which the *WSJ* Prime Rate is determined. We determine the *WSJ* Prime Rate on the last business day of each month. Changes to the Monthly Periodic Rate and corresponding APR for Purchases and Transactions will be applied to your existing Account balance and to subsequent Transactions effective as of the first business day of the month in which we determine the interest rate, subject to any interest rate limit or floors that would otherwise apply.

If *The Wall Street Journal* does not publish the Prime Rate, or if it changes the definition of its Prime Rate, we may, in our sole discretion, substitute another index. Subject to applicable law, we may change the Monthly Periodic Rate and corresponding APR for Purchases and Cash Advances if you are in default of this Agreement, or if we, in our sole discretion and from time to time, decide to take such action. (Please see the sections of this Agreement entitled "APR for Delinquency", "Changes to this Agreement" and "Default.")

### Opt Out

If you do not wish to accept the above changes, you must meet all of the following requirements:

Write us at Fifth Third Bank, MD 1MOC2G,  
38 Fountain Square Plaza, Cincinnati, OH 45263

We must receive your letter at the above address no later than June 25, 2008, or your rejection of this change will not be effective.

If you reject these changes, we retain the right to close your account at any time or to not reissue your account when it expires.

Received This  
Notice June  
26<sup>th</sup> - 08

1 Day after the  
Dead line to opt out  
in writing to the  
main HQ in Cincinnati

## Cash Limit

- A portion of your total Credit Limit may be used for cash and cash-like equivalents including Convenience Checks and Ready Reserve transactions. Your Account Statement will reflect the amount of your cash limit, which will be up to 50% of the total Credit Limit on your account. Previously your cash limit was 100% of your total Credit Limit.

### Section 4 Credit Limit has been replaced with the following:

**4. Credit Limit.** You agree that we may establish an Account Credit Limit and that the sum of all Transactions made in connection with, and posted to, your Account, plus any Finance Charges, fees and other charges provided for in this Agreement, will not exceed your Account Credit Limit as communicated to you from time to time. Your initial Account Credit Limit will be disclosed in the document that accompanies your Card. Your Account Statement may also show that only a portion of your Account Credit Limit may be used for Cash Advances (as defined below). Cash Advances, including Convenience Checks and Ready Reserve transactions, are charged against the cash portion of your Account Credit Limit. Your Cash Advance Credit Limit will be up to 50% of your total Account Credit Limit. The difference between the balances you owe us and your Account Credit Limit is referred to as your Available Credit Limit. We may refuse to authorize or accept any Transaction on your Account or Card that would cause you to exceed your Available Credit Limit. If we in our sole discretion decide to authorize or accept a Transaction on your Account or Card that would exceed your Available Credit Limit, we will not be liable to you if we do, and you agree that we may charge to and debit from your Account the amount of the Transaction and an overlimit charge and other related fees provided for in this Agreement, request that you immediately repay us the amount in excess of your Available Credit Limit, suspend your Account or Card privileges and terminate this Agreement in a manner provided by this Agreement.

We may from time to time and in our sole discretion change your Account Credit Limit, reduce your Account Credit Limit to \$0 and close your Account, or limit the number or amount of Transactions on your Account based on an evaluation of various factors, including your credit history and your ability to repay amounts owed in connection with the Account or Card. We will promptly notify you in the event we decide to take such action on your Account.

## Payments

- We are modifying the minimum amount due requirement on your account to be the greater of (1) 2% of your New Balance or (2) 0.5% of your New Balance plus billed fees and finance charges. Any New Balance of \$10.00 or less is payable in full.
- We are extending the amount of time in which we may restore your Available Credit Limit following receipt of a payment from 5 to 7 days. We will continue to post payments on the date received as disclosed in your Agreement.

### Section 13. Payments has been amended as follows:

**13. Payments.** Your payment is due on or before the Payment Due Date shown on your Account Statement. You must pay at least the Minimum Amount Due shown on your Account Statement on a monthly basis, which will be the greater of (a) 2% of the New Balance, or (b) 0.5% of the New Balance plus total billed Finance Charges and any fees. Any New Balance of \$10.00 or less is payable in full. The Minimum Amount Due will also include any amount past due and any amount by which your Account exceeds

its Credit Limit. You agree to make all payments by check or other negotiable instrument drawn on a U.S. financial institution located in the U.S. or by money order. Payments must be denominated in U.S. dollars. All payments, except disputed payments, must be mailed or delivered to us at the remittance address indicated on the front of your Account Statement (Payment Address). Any payments received after 3:00 p.m., Eastern Time, on any business day will be credited on the next business day. Credit to your Account may be delayed for up to 5 days if the payment is (a) not received at the Payment Address indicated on your Account Statement, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S. or by money order, or (c) not accompanied by the top portion of your Account Statement. Delayed crediting may cause you to incur additional fees and Finance Charges. (You understand that payments may not be made, and may not be deemed received by us, at any location other than the Payment Address.) All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.

Although we may post payments as of the date we receive them, your Available Credit Limit may not be restored for up to 7 days after we receive your payment. Restoration of your Available Credit Limit may not occur immediately upon receipt of your payment. If the Minimum Amount Due is to be automatically deducted from your checking or savings account with us, you agree to have on deposit in that account on the Payment Due Date available funds equal to the Minimum Amount Due.

Payments on your account will be applied in the following order: Finance Charges, fees, then to balances with a lower Annual Percentage Rate before balances with a higher Annual Percentage Rate at the time payment is posted to your Account. We may, in our sole discretion, offer you the ability to make your payments on an expedited basis. When you authorize us to process an expedited payment to your Account, we may charge you a fee. The amount of the fee will be disclosed to you at the time of the payment. We are not responsible if your financial institution dishonors an expedited payment for any reason, and we will retain the fee in those circumstances.

## Minimum APR for Purchase

We will institute a minimum ANNUAL PERCENTAGE RATE (APR) for purchases on accounts assessed a variable rate as disclosed in changes to Section 16(b) included in this document. A minimum APR will be instituted on all variable rate accounts based upon the following pricing schedule. Additional information is provided in the details below, and your new rate will be reflected on your August 2008 Account Statement. If you are currently receiving an introductory APR for Purchases and Balance Transfers, the new APR for Purchases detailed below will be effective as of the first day of the billing cycle following the expiration of your introductory APR.

Your APR for Purchases as of 5/19/08 is Prime + 6.99000%  
(Monthly Periodic Rate of 0.99917%)

Your New Minimum APR for Purchases as of 7/1/08 is 13.99%  
(Monthly Periodic Rate of 1.16583%)

## Protect Your Credit Before Misfortune Strikes

An uncomfortable reality of life is that a disaster can strike at any time, so it's a comforting feeling to have a source of security during the worst of times. Regain your peace of mind with the optional Fifth Third Bank Debt Protection Plan. Your credit account will be protected, making it easier to keep your future protected. It's a simple way to help during personal and financial difficulties. Call us at 1-866-665-7964.

### A Reassuring Safeguard

We know that your good credit – and reducing your credit payments – can be invaluable in getting through a difficult time. That's why the purpose of our Debt Protection Plan is to help you return to your normal lifestyle.

With our Debt Protection Plan, we'll cancel:

- Your minimum monthly payment for up to 6 months if you become unemployed or disabled
- Your minimum monthly payment for 1 month if you're hospitalized
- Your account balance up to \$10,000 if you die unexpectedly

### Low-Cost, Low-Risk Protection

The Fifth Third Bank Debt Protection Plan costs 81 cents per \$100 of your balance each month. You can also try it for a 30-day period and cancel anytime within that period for a full refund if you decide it's not for you.

## Avoid Credit Problems Before They Happen

Because life is full of unwelcome surprises, preparing for adversity is always a wise choice. Call us at 1-866-665-7964.

**Protect your future – and your family's – by enrolling today**

### Important Disclosures

**\*This Product is Optional.** Your purchase of the Fifth Third Bank Debt Protection Plan ("The Plan") is optional. Whether or not you purchase this product will not affect your terms of any existing credit agreement you have with Fifth Third. You must be enrolled in Debt Protection before the loss occurs and you must be employed full-time at least 30 hours per week in a non-seasonal occupation to be eligible for unemployment and disability benefits. **\*Amount of Fee.** The monthly fee ("The Protected Fee") for The Plan is \$0.81 per \$100 of outstanding balance up to \$10,000. By enrolling, you authorize your Bank to automatically charge The Protection Fee to the account number listed above each month. **\*Refund of Fee.** You may cancel your protection at any time and, if you cancel within the first thirty (30) days, any fees charged will be refunded. Because each monthly payment of fees provides you with debt protection for the month in which the payment is made, you will not be entitled to any refund after the initial thirty (30) day period. **\*Additional Disclosures:** We will give you additional information before you are required to pay for this product. This information will include additional disclosures and a copy of the Debt Protection Plan containing the terms of Fifth Third Bank's Debt Protection. **\*Eligibility Requirements, Conditions and Exclusions.** There are eligibility requirements, conditions and exclusions that could prevent you from receiving protection under The Plan. You should carefully read the additional disclosures and the Debt Protection Plan and make sure you understand its terms and conditions before purchasing this product.

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## Tips to Minimize Your Fees and Finance Charges

Because we believe in helping you to reach your dreams and getting the greatest possible value from your account, we have the following useful suggestions to minimize fees and finance charges:

Reduce your finance charges by paying more than the minimum amount due. While you have the flexibility to pay only the minimum amount due, you can reduce your cost of credit by making larger payments.

Avoid overlimit charges by never allowing your balance to exceed the total credit limit shown on your account statement. You can view your balance online at [www.53.com](http://www.53.com) or contact us at 1-800-972-3030.

Avoid late payment fees by paying on time by the stated payment due date. Check your due date on your account statement and allow 5-7 days mail time for your payment to reach us.

Contact a Customer Service Professional at 1-800-972-3030, seven days a week. Visit us online at [www.53.com](http://www.53.com) for up to date information on transactions, payments and historical statements.



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# New ScamFinder site aims to help consumers

When you get an unexpected sweepstakes check in the mail, some of you haven't known how to determine if it's for real.

You've told me about losing hundreds, even thousands, of dollars on what you thought was a real mystery shopping job.

For you, The Plain Dealer is launching a new Web site called ScamFinder to help you identify a scam — right when you most need the information.

The site will help you match an offer you receive against common scams. You'll find tips to protect yourself and links for reporting scams.

This is a beta version, so there are imperfections. It's sorta like one of those lumpy clay ashtrays kids bring home from school and camp.

ScamFinder is a work in progress. I'd like your help shaping it.

Next time you get a suspicious offer, check it out at [cleveland.com/scamfinder](http://cleveland.com/scamfinder) — and let me know what you think.

**Speak up:** What better way to celebrate Independence Day weekend than by signing a little declaration of your own — namely a demand that regulators free you from unfair and deceptive credit card practices.

Ohio Treasurer Richard Cordray is tromping all over the state, urging residents to comment on proposed federal rules that would end what he calls "gotcha capitalism."

The rules would, among other things, prohibit banks from:

- Jacking up interest rates on a pre-existing card balance.
- Applying your payments so that it's harder to chip into that high-interest debt.
- Charging interest on "two-cycle billing," which can pump up interest charges.
- Hitting you with late fees unless you were given a reasonable amount of time to pay the bill.

Consumer groups are urging cardholders to share their stories with bank regulators, who, as we know, sneered



Sheryl  
Harris

while sub prime lenders had a party that we're all paying for now.

The comment period on credit card reform ends Aug. 4.

All comments are public records so don't include account numbers or private information.

You can read the rules, look at others' comments and submit your comments online at [federalreserve.gov/newsevents/press/bcreg/20080502a.htm](http://federalreserve.gov/newsevents/press/bcreg/20080502a.htm).

Or submit written comments (you must put "Docket No. R-1314" at the top of the letter) by mail to Jennifer J. Johnson, Secretary, Board of Governors of the Federal Reserve System, 20th Street and Constitution Ave., NW, Washington, D.C. 20551.

**ID theft watch:** If you can stand it, here's more gloomy news about 2008: At the year's halfway point, data breaches are at an all-time high.

The Identity Theft Resource Center said it has counted 342 data breaches so far this year — 69 percent more than this time last year.

Linda Foley, a founder of the center, says that's an admittedly mushy number.

Only three states post lists of organizations whose data breaches affect residents. Most, including Ohio, simply require organizations that experienced data breaches to notify affected consumers.

More than 40 percent of organizations reporting breaches never reveal the number of people whose private information was lost or stolen.

As Foley says, "We need to know what is the true count of how many breaches there are, rather than how many we're able to ferret out."

Common cause of breaches are malicious hacking and insider theft; theft of laptops, thumb drives and other portables that were kept in employees' cars or homes; and data that went AWOL after being entrusted to a subcontractor.

E-mail your consumer questions to [sherylharris@plaind.com](mailto:sherylharris@plaind.com) or