12 CFR § 1026.13 - Billing error resolution.

**§ 1026.13 Billing error resolution.**

**(a)** ***Definition of billing error.*** For purposes of this section, the term billing error means:

**(1)** A reflection on or with a periodic statement of an extension of credit that is not made to the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or to a [person](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=a7cd5cbfb06cff82ef477dcce321dbdb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) who has actual, implied, or apparent authority to use the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s [credit card](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=044c0bf0e24189eeafd08d47e27c8cd1&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or [open-end credit](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=091a2362184eafc02c5973f1518779dd&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) plan.

**(2)** A reflection on or with a periodic statement of an extension of credit that is not identified in accordance with the [requirements](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=2476c0481267cbd73ff7250de5e9cdf6&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) of [§§ 1026.7(a)(2)](https://www.law.cornell.edu/cfr/text/12/1026.7#a_2) or (b)(2), as applicable, and 1026.8.

**(3)** A reflection on or with a periodic statement of an extension of credit for property or services not accepted by the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s designee, or not delivered to the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s designee as agreed.

**(4)** A reflection on a periodic statement of the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s failure to credit properly a payment or other credit issued to the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s account.

**(5)** A reflection on a periodic statement of a computational or similar error of an accounting nature that is made by the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13).

**(6)** A reflection on a periodic statement of an extension of credit for which the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) requests additional clarification, including documentary evidence.

**(7)** The [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s failure to mail or deliver a periodic statement to the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s last known address if that address was received by the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13), in writing, at least 20 days before the end of the [billing cycle](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=4c3ca972e79c029c2c738f5af590d267&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) for which the statement was required.

**(b)** ***Billing error notice.*** A billing error notice is a written notice from a [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) that:

**(1)** Is received by a [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) at the address disclosed under [§ 1026.7(a)(9)](https://www.law.cornell.edu/cfr/text/12/1026.7#a_9) or (b)(9), as applicable, no later than 60 days after the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) transmitted the first periodic statement that reflects the alleged billing error;

**(2)** Enables the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) to identify the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s name and account number; and

**(3)** To the extent possible, indicates the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s belief and the reasons for the belief that a billing error exists, and the type, date, and [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) of the error.

**(c)** ***Time for resolution; general procedures.***

**(1)** The [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) shall mail or deliver written acknowledgment to the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) within 30 days of receiving a billing error notice, unless the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) has complied with the appropriate resolution procedures of paragraphs (e) and (f) of this section, as applicable, within the 30-day period; and

**(2)** The [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) shall comply with the appropriate resolution procedures of paragraphs (e) and (f) of this section, as applicable, within 2 complete [billing cycles](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=4c3ca972e79c029c2c738f5af590d267&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) (but in no event later than 90 days) after receiving a billing error notice.

**(d)** ***Rules pending resolution.*** Until a billing error is resolved under paragraph (e) or (f) of this section, the following rules apply:

**(1)** ***Consumer's right to withhold disputed amount; collection action prohibited.*** The [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) need not pay (and the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) may not try to collect) any portion of any required payment that the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) believes is related to the disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) (including related finance or other charges). If the [cardholder](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=00b765223877993a5fc8e45a9147d884&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) has enrolled in an automatic payment plan offered by the card issuer and has agreed to pay the [credit card](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=044c0bf0e24189eeafd08d47e27c8cd1&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) indebtedness by periodic deductions from the [cardholder](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=00b765223877993a5fc8e45a9147d884&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s deposit account, the card issuer shall not deduct any part of the disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or related finance or other charges if a billing error notice is received any time up to 3 [business days](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=8ccd3125c0a78e1f50101c8e5efdebf4&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) before the scheduled payment date.

**(2)** ***Adverse credit reports prohibited.*** The [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or its agent shall not (directly or indirectly) make or threaten to make an adverse report to any [person](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=a7cd5cbfb06cff82ef477dcce321dbdb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) about the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s credit standing, or report that an [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or account is delinquent, because the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) failed to pay the disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or related finance or other charges.

**(3)** ***Acceleration of debt and restriction of account prohibited.*** A [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) shall not accelerate any part of the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s indebtedness or restrict or close a [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s account solely because the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) has exercised in good faith rights provided by this section. A [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) may be subject to the forfeiture penalty under [15 U.S.C. 1666(e)](https://www.law.cornell.edu/uscode/text/15/1666#e) for failure to comply with any of the [requirements](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=2476c0481267cbd73ff7250de5e9cdf6&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) of this section.

**(4)** ***Permitted creditor actions.*** A [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) is not prohibited from taking action to collect any undisputed portion of the item or bill; from deducting any disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) and related finance or other charges from the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s credit limit on the account; or from reflecting a disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) and related finance or other charges on a periodic statement, provided that the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) indicates on or with the periodic statement that payment of any disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) and related finance or other charges is not required pending the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s compliance with this section.

**(e)** ***Procedures if billing error occurred as asserted.*** If a [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) determines that a billing error occurred as asserted, it shall within the time limits in [paragraph (c)(2)](https://www.law.cornell.edu/cfr/text/12/1026.13#c_2) of this section:

**(1)** Correct the billing error and credit the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s account with any disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) and related finance or other charges, as applicable; and

**(2)** Mail or deliver a correction notice to the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13).

**(f)** ***Procedures if different billing error or no billing error occurred.*** If, after conducting a reasonable investigation, a [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) determines that no billing error occurred or that a different billing error occurred from that asserted, the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) shall within the time limits in [paragraph (c)(2)](https://www.law.cornell.edu/cfr/text/12/1026.13#c_2) of this section:

**(1)** Mail or deliver to the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) an explanation that sets forth the reasons for the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s belief that the billing error alleged by the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) is incorrect in whole or in part;

**(2)** Furnish copies of documentary evidence of the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s indebtedness, if the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) so requests; and

**(3)** If a different billing error occurred, correct the billing error and credit the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s account with any disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) and related finance or other charges, as applicable.

**(g)** ***Creditor's rights and duties after resolution.*** If a [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13), after complying with all of the [requirements](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=2476c0481267cbd73ff7250de5e9cdf6&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) of this section, determines that a [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) owes all or part of the disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) and related finance or other charges, the creditor:

**(1)** Shall promptly notify the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) in writing of the time when payment is due and the portion of the disputed [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) and related finance or other charges that the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) still owes;

**(2)** Shall allow any time period disclosed under [§ 1026.6(a)(1)](https://www.law.cornell.edu/cfr/text/12/1026.6#a_1) or (b)(2)(v), as applicable, and [§ 1026.7(a)(8)](https://www.law.cornell.edu/cfr/text/12/1026.7#a_8) or (b)(8), as applicable, during which the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) can pay the [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) due under [paragraph (g)(1)](https://www.law.cornell.edu/cfr/text/12/1026.13#g_1) of this section without incurring additional finance or other charges;

**(3)** May report an account or [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) as delinquent because the [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) due under [paragraph (g)(1)](https://www.law.cornell.edu/cfr/text/12/1026.13#g_1) of this section remains unpaid after the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) has allowed any time period disclosed under § 1026.6(a)(1) or (b)(2)(v), as applicable, and § 1026.7(a)(8) or (b)(8), as applicable or 10 days (whichever is longer) during which the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) can pay the [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13); but

**(4)** May not report that an [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or account is delinquent because the [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) due under paragraph (g)(1) of the section remains unpaid, if the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) receives (within the time allowed for payment in [paragraph (g)(3)](https://www.law.cornell.edu/cfr/text/12/1026.13#g_3) of this section) further written notice from the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) that any portion of the billing error is still in dispute, unless the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) also:

**(i)** Promptly reports that the [amount](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5ae7548b119d954859f58c75c7bc1ebb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) or account is in dispute;

**(ii)** Mails or delivers to the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) (at the same time the report is made) a written notice of the name and address of each [person](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=a7cd5cbfb06cff82ef477dcce321dbdb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) to whom the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) makes a report; and

**(iii)** Promptly reports any subsequent resolution of the reported delinquency to all [persons](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=a7cd5cbfb06cff82ef477dcce321dbdb&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) to whom the [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) has made a report.

**(h)** ***Reassertion of billing error.*** A [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) that has fully complied with the [requirements](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=2476c0481267cbd73ff7250de5e9cdf6&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) of this section has no further responsibilities under this section (other than as provided in [paragraph (g)(4)](https://www.law.cornell.edu/cfr/text/12/1026.13#g_4) of this section) if a [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) reasserts substantially the same billing error.

**(i)** ***Relation to***[***Electronic Fund Transfer Act***](https://www.law.cornell.edu/topn/electronic_fund_transfer_act)***and Regulation E.*** A [creditor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=ec774c8c884dca83d805273f461bed3b&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) shall comply with the [requirements](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=2476c0481267cbd73ff7250de5e9cdf6&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) of Regulation E, [12](https://www.law.cornell.edu/cfr/text/12) CFR [1005.11](https://www.law.cornell.edu/cfr/text/12/1005.11), and [1005.18(e)](https://www.law.cornell.edu/cfr/text/12/1005.18) as applicable, governing error resolution rather than those of paragraphs (a), (b), (c), (e), (f), and (h) of this section if:

**(1)** Except with respect to a prepaid account as defined in [§ 1026.61](https://www.law.cornell.edu/cfr/text/12/1026.61), an extension of credit that is incident to an electronic fund transfer occurs under an agreement between the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13) and a financial institution to extend credit when the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s account is overdrawn or to maintain a specified minimum balance in the [consumer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1bfd02c4198ad3fe55e24cc6d865ca3&term_occur=999&term_src=Title:12:Chapter:X:Part:1026:Subpart:B:1026.13)'s account; or

**(2)** With regard to a covered separate credit feature and an asset feature of a prepaid account where both are accessible by a hybrid prepaid-credit card as defined in [§ 1026.61](https://www.law.cornell.edu/cfr/text/12/1026.61), an extension of credit that is incident to an electronic fund transfer occurs when the hybrid prepaid-credit card accesses both funds in the asset feature of the prepaid account and a credit extension from the credit feature with respect to a particular transaction.

[[76 FR 79772](https://www.law.cornell.edu/rio/citation/76_FR_79772), Dec. 22, 2011, as amended at [81 FR 84369](https://www.law.cornell.edu/rio/citation/81_FR_84369), Nov. 22, 2016]