TRUTH IN LENDING ACT (REGULATION Z) CHECKLIST

General	**Yes**	**No**
1. Has the credit union assigned clear and definite compliance responsibilities to specific officers and other staff?	_____	_____
2. Has the credit union established procedures and controls (forms, instructions, etc.) reasonably adapted to assure compliance with applicable requirements?	_____	_____
3. Have those responsible for compliance received training that is adequate as to the requirements of Regulation Z and the procedures and practices (use of forms, computations to be made, etc.) necessary to achieve compliance?	_____	_____
4. Has the credit union established a review mechanism (compliance committee, internal or external auditor review, etc.) designed to monitor the effectiveness of the credit union's efforts to comply with Regulation Z?	_____	_____

Open-End Credit

5. Does the credit union make the required open-end credit disclosures clearly and conspicuously in a form the consumer can keep as required by § 226.5(a)(1)?	_____	_____
6. Do the terms "finance charge" and "annual percentage rate," when required to be disclosed with a corresponding amount or percentage, appear more conspicuously than any other required disclosure? [§226.5(a)(2)]	_____	_____
7. Is the credit union a credit or charge card issuer under §s 226.2(a)(7)and 226.2(a)(15)?	_____	_____

If yes, answer the following questions:

8. Does the credit union furnish, in a tabular format, on or with creditor-initiated direct mail applications and pre-approved solicitations to open-end credit card accounts, the following written disclosures:

a. The annual percentage rate or rates for purchases? [§ 226.5a(b)(1)] _____ _____

b. Any annual or periodic fee that may be imposed for issuance or availability of a card, including a onetime membership fee, periodic membership fees or fees based on account activity or inactivity? [§226.5a(b)(2)] _____ _____

c. Any minimum or fixed finance charge that could be imposed during a billing cycle? [§ 226.5a(b)(3)] _____ _____

d. Any transaction fee that may be imposed for the use of the card for purchases? [§ 226.5a(b)(4)] _____ _____

e. The length or range of any "grace period" or the fact that there is none? [§ 226.5a(b)(5)] _____ _____

f. The name (or an explanation, if applicable) of the balance computation method? [§ 226.5a(b)(6)] _____ _____

g. The amount (or range, if different from state to state) of any cash advance fee imposed for an extension of credit? [§ 226.5a(b)(8)] _____ _____

h. Any late payment charge (or range, if different from state to state)? [§ 226.5a(b)(9)] _____ _____

i. Any fee (or range, if different from state to state) that may be charged for exceeding the credit limit? [§ 226.5a(b)(10)] _____ _____

9. Does the credit union provide, with creditor-initiated telephone applications and solicitations for open-end credit card accounts, oral disclosures of items 8a through 8f above?[§ 226.5a(d)] _____ _____

If not, does the credit union alternatively provide written disclosure within 30 days after the consumer requests the card, but no later than the delivery of the card, of the following:

a. Items under 8a through 8i above? _____ _____

b. The fact that the member need not accept the card or pay any fee disclosed unless the member uses the card? _____ _____

10. Does the credit union disclose with creditor-initiated applications and solicitations of open credit card accounts, available to the public by means other than by mail or telephone (e.g., "take one" applications), any one of the following? [§ 226.5a(e)]

a. On the application or solicitation (accurate as of printing date), the items under 8a through 8i (for variable APRs the fully indexed rate used within 30 days of the printing date);the date the required information was printed, including a statement that the information was accurate as of that date and is subject to change; a statement that the consumer should contact the credit union for any changes in the information disclosed and a toll free telephone number or mailing address for the consumer to obtain information about changes in required disclosures?; _____ _____

b. On the application or solicitation (accurate as of the time made available to the public), the disclosures required by 8a through 8g above; a statement that the consumer should contact the credit union for any changes in the information disclosed?; or _____ _____

c. On the application or solicitation, if the credit union does not contain any information required to be disclosed under items 8a through 8i, a statement that costs are associated with the use of credit cards; _____ _____
a statement that the applicant may contact the credit union to request disclosure of specific cost information by calling a toll free telephone number or by writing to an address specified in the application; and a toll free telephone number and mailing address for the consumer to obtain cost information? _____ _____

11. Does the credit union, in response to a member's request for cost information, disclose (orally or in writing) the required credit disclosures within 30 days of receiving the request? [§ 226.5a(e)(4)] _____ _____

Home Equity Plans

12. Does the credit union offer home equity lines of credit (HELOC) secured by the consumer's dwelling? [§ 226.5b] _____ _____

If yes, answer the following questions:

13. Does the credit union deliver the home equity brochure or a suitable substitute at the time the application is provided to the consumer or within three business days of receiving an application contained in magazines or other publications, received by telephone or through a third party (intermediary agent or broker)? [§ 226.5b(b)] _____ _____

If yes, does the disclosure contain: [§ 226.5b(d)]

a. a statement that the consumer should make or retain a copy of the disclosures? _____ _____

b. the time which an application must be submitted to obtain the specific disclosed terms? _____ _____

c. an identification of any disclosed term that is subject to change before the plan opens? _____ _____

d. the fact that the consumer may receive a refund of all fees if the consumer elects not to enter into the plan due to change in terms before the agreement is final (other than index fluctuations in a variable-rate plan)? _____ _____

e. the fact that the consumer's dwelling secures the HELOC and in case of default, the loss of the dwelling may occur? _____ _____

f. the creditor's rights under certain conditions to terminate the plan, require immediate repayment and impose fees upon terminating, prohibit additional extensions of credit, reduce the credit limit and implement changes in the plan as specified in the initial agreement? _____ _____

g. a statement that the consumer may receive, on request, the conditions that might trigger the actions listed under 14f above? _____ _____

h. the payment terms (if the terms for the draw and repayment period are different, the terms for each must be disclosed) including: the length of the draw and any repayment period, an explanation of how the minimum periodic payment will be computed, the timing of the period payments, whether a balloon payment may or will result, a $10,000 example using a recent annual percentage rate (APR) showing the minimum periodic payment, any balloon payment and the time to pay off the balance? _____ _____

i. for fixed-rate HELOCs, the recent corresponding APR and a disclosure that the APR does not include costs other than interest? _____ _____

j. an itemization of fees imposed by the credit union (in dollars or percentage) to open, use or maintain the plan and when the fees are payable? _____ _____

k. a good faith estimate of any fees that might be imposed by third parties to open the account? _____ _____

l. a statement that the consumer may receive, on request and as soon as reasonably possible, a good faith itemization of third party fees? _____ _____

m. a statement that negative amortization might occur? _____ _____

n. transaction requirements under the plan including limitations on the number of advances that may be obtained during any time period, or on the amount of credit that may be obtained during any time period, and minimum outstanding balance or draw requirements? _____ _____

o. a statement that the consumer should consult a tax advisor regarding deductibility of interest and charges under the plan? _____ _____

p. for variable-rate HELOCs, the following:

- that the APR, payment or term may change? _____ _____
- that the APR excludes costs other than interest? _____ _____
- identification and source of the index used? _____ _____

- how the rate will be determined? _____ _____
- that the consumer should ask about current index value, margin, discount or premium, and APR? _____ _____
- that the initial APR is not based on the index and margin used to make later rate adjustments, and the period of time the initial APR will be in effect? _____ _____
- the frequency of APR changes? _____ _____
- rules relating to changes in the index value and APR and resulting changes in the payment amount? _____ _____
- the limitations on APR changes? _____ _____
- minimum periodic payment requirements? _____ _____
- a 15-year historical table? _____ _____
- that rate information will be provided on or with each periodic statement? _____ _____

14. Does the credit union: [§ 226.5b(f)(1)-(3)]

a. base variable rate changes in the APR on an index that is available to the public and not under the credit union's control? _____ _____

b. not terminate an account and demand payment, in advance of the original term, for repayment of the balance unless: there is fraud or material representation, failure to meet the repayment terms of the plan, or the consumer takes actions or fails to act in a manner that adversely affects the credit union's security of the plan or any right in the security? _____ _____

c. not change the account terms, after the agreement has been entered into unless:

- the credit union is permitted to terminate the account under 15b above? _____ _____
- the change will unequivocally benefit the consumer? _____ _____
- a specified change occurs when a specific event takes place, as provided in the initial agreement? _____ _____
- the index or margin is changed because the original index is no longer available? _____ _____
- the consumer specifically agrees to a certain change in writing at the time of the change? _____ _____
- the change is insignificant? _____ _____

d. not reduce the credit limit and does not prohibit additional extensions of credit, except during any period in which: _____ _____

- the value of the dwelling securing the plan declines significantly (consumer's unencumbered equity declines by 50% or more)? _____ _____
- the consumer's financial circumstances change materially? _____ _____
- the consumer defaults on any material obligation under the agreement? _____ _____
- government action restricts an APR increase? _____ _____
- the credit union's security interest is adversely affected due to government action and the security value is less than 120% of the credit line? _____ _____
- the credit union is notified by a regulatory agency that continued advances constitute an unsafe and unsound practice? _____ _____
- the maximum APR is reached? _____ _____

15. Does the credit union refund all fees when a consumer decides not to enter the plan as a result of a change in a disclosed term (other than a change due to fluctuations in the index) between the time the early disclosures are provided and before the plan is opened? [§ 226.5b(g)] _____ _____

a. Are these refunded fees paid to the creditor or directly to third parties, such as credit-report fees and appraisal fees? [§ 226.5b(g)] _____ _____

b. Are these fees refunded even if terms are guaranteed by the creditor under § 226.5b(d)(2)(i)? [§ 226.5b(g)] _____ _____

16. Does the credit union collect only refundable fees from the consumer in connection with an application for a HELOC before the end of 3 business days after the consumer receives the disclosures and brochure, or before the end of 6 days after the mailing of the disclosures and brochure? [§ 226.5b(h)] _____ _____

17. Does the credit union refund any fees that it collects from the consumer before it delivers the required disclosures if within 3 days of receiving the required disclosures, the consumer decides not to enter into the agreement (even if there is no change in the disclosed terms)? [§ 226.5b(h)] _____ _____

Initial Disclosures

18. Does the credit union furnish initial disclosure

statements to new account members before the first transaction is made under the open-end plan? [§ 226.5(b)(1)] _____ _____

19. Do the initial disclosure statements furnished under each open-end plan contain the following as applicable:

a. An accurate description of when finance charges begin to accrue, including an explanation of whether any period exists within which any credit extended may be repaid without incurring a finance charge? [§226.6(a)(1)] _____ _____

b. A disclosure of each periodic rate that may be used to compute the finance charge, the range of balances to which each is applicable, and the corresponding annual percentage rates? [§ 226.6(a)(2)] _____ _____

c. If different periodic rates apply to different types of transactions, the types of transactions to which each periodic rate applies? [§ 226.6(a)(2)] _____ _____

d. An explanation of the method used to determine the balance on which the finance charge may be computed? [§ 226.6(a)(3)] _____ _____

e. An explanation of how the amount of any finance charge will be determined? [§ 226.6(a)(4)] _____ _____

f. A statement of the amount of any charge other than a finance charge or an explanation of how the charge will be determined? [§ 226.6(b)] _____ _____

g. A statement that the credit union has or will acquire a security interest in property purchased under the plan, or in other property identified by item or type? [§226.6(c)] _____ _____

h. A statement that outlines the consumer's rights and the credit union's responsibilities regarding the right of a cardholder to assert claims or defenses against a card issuer and the procedures for the resolution of billing errors? [§ 226.6(d)] _____ _____

20. For home equity plans, is the credit union providing along with the open-end credit disclosures under

226.5b(d), the following written disclosures of home equity plan information in a form the consumer can keep: [§§ 226.6(e)(1)-(7)]

a. Notification of the conditions which may: terminate the plan, require immediate repayment and impose fees for termination, prohibit additional extensions of credit, reduce the credit limit and implement certain changes in the plan as specified in the initial agreement? _____ _____

b. The payment terms such as the length of the draw and any repayment period, an explanation of how the minimum periodic payment will be computed, the timing of the periodic payments and if a balloon payment may or will result? _____ _____

c. A statement that negative amortization might occur? _____ _____

d. A statement of any limitations on the number of extensions of credit and the amount of credit that may be obtained during any time period, as well as any minimum outstanding balance and draw requirements,(stated as dollar amount or percentages) under the plan? _____ _____

e. A statement that the consumer should consult a tax advisor? _____ _____

f. A statement that the APR does not include other costs other than interest? _____ _____

g. A $10,000 example (if not already provided to the consumer to keep) using a recent APR showing the minimum periodic payment, any balloon payment, and the time to pay off the balance? _____ _____

h. For variable-rate HELOCs, the rules relating to changes to the index, APR, and payment amount including limitations, negative amortization and carryover, a statement that rate information will be provided on or with each periodic statement and (if not already provided to the consumer to keep) the minimum payment required when the maximum APR is in effect for a $10,000 balance, when the maximum APR may be imposed and a 15-year historical table? _____ _____

Periodic Statements

21. Do the periodic statements furnished to consumers under each open-end credit plan disclose the following, as applicable:

a. The balance in the account at the beginning of the billing cycle? [§ 226.7(a)] _____ _____

b. An identification of each transaction on or with each periodic statement? [§§ 226.7(d) and 226.8] _____ _____

c. The amount and date of any credit to the account? [§226.7(a)] _____ _____

d. Each periodic rate used to compute the finance charge, the range of balances to which each is applicable, and the corresponding annual percentage rate? [§ 226.7(d)] _____ _____

e. If different periodic rates apply to different types of transactions, the types of transactions to which each periodic rate applies? [§ 226.7(d)] _____ _____

f. The balance amount to which each periodic rate was applied and an explanation of how that balance was determined? [§ 226.7(e)] _____ _____

g. If a balance is determined without first deducting all credits and payments made during the billing cycle, that fact and the amount of the credits and payments? [§ 226.7(e)] _____ _____

h. The amount of any finance charge debited or added to the account during the billing cycle, using the term "finance charge"? [§ 226.7(f)] _____ _____

i. The components of the finance charge individually itemized and identified to show the amount(s) due to the application of a periodic rate and the amount(s) of any other type of finance charge? [§ 226.7(f)] _____ _____

j. If a finance charge was imposed during the billing cycle, the annual percentage rate(s) using the term "annual percentage rate"? [§ 226.7(g)] _____ _____

k. The amounts, itemized and identified by type, of any charges other than finance charges debited to the account during the billing cycle? [§ 226.7(h)] _____ _____

l. The closing date of the billing cycle and the account balance on that date? [§ 226.7(i)] _____ _____

m. The date by which or period within which the new balance or any portion of that balance must be paid to avoid additional finance charges? [§ 226.7(j)] _____ _____

n. The address to be used for notice of billing errors? (Alternatively, the address may be provided, as permitted under § 226.9(a)(2), on the summary statement of billing rights.) [§ 226.7(k)] _____ _____

Subsequent Disclosure Requirements

22. Does the credit union furnish a proper statement of billing rights in a timely fashion? [§ 226.9(a)] _____ _____

23. If the terms of any open-end credit accounts were changed since the date of the previous review, did the credit union comply with advance notice requirements? [§ 226.9(c)(1)] _____ _____

24. For home equity plans, does the credit union mail or deliver written notice of adverse action to the consumer within 3 business days of prohibiting additional extensions of credit or reducing the consumer's credit limit? [§226.9(c)(3)] _____ _____

a. If the adverse action notice requires the consumer to request reinstatement of the line, does the credit union respond appropriately when the consumer makes such a request? _____ _____

b. If the adverse action notice does not require the consumer to request reinstatement of the line, does the credit union respond appropriately when the conditions which caused the reduction in the credit limit or freezing of the account no longer exist? _____ _____

25. If the credit union imposes an annual fee or other periodic fee based on account activity or inactivity, to renew a credit or charge card account subject to

§226.5a, does the credit union provide (at least 30 days or one billing cycle, whichever is less, before the renewal date): [§ 226.9(e)(1)]

a. renewal statements containing the disclosures contained in §s 226.5a(b)(1)through (7) that would apply if the account were renewed? _____ _____

b. a statement as to how and when the cardholder may terminate credit availability under the account to avoid paying the renewal fee? _____ _____

26. If the credit union offers credit insurance and decides to change insurance providers, are cardholders informed of the proposed change in providers and of any increase in rate or substantial decrease in coverage? [§226.9(f)(1)] _____ _____

a. As a result of the change, are cardholders given an opportunity to discontinue the insurance? [§ 226.9(f)(2)] _____ _____

Prompt Crediting of Payments

27. Does the credit union credit payments as of the date of receipt (unless a delay in crediting does not result in the imposition of finance or other charge)? [§ 226.10(a)] _____ _____

28. Are statements received from merchants for refunds credited to customers' accounts within three business days of receipt? [§ 226.12(e)(2)] _____ _____

29. If credit balances in excess of $1 are created in consumer accounts, does the credit union credit the balance amounts to those accounts, refund the amounts upon receipt of a written request and make a good faith effort to refund, without receipt of a request, any credit balance remaining in the account after 6 months? [§ 226.11] _____ _____

Special Credit Card Provisions

30. Does the credit union send credit cards only in response to oral or written requests, applications, or as renewals of, or substitutes for, accepted credit cards? [§ 226.12(a)] _____ _____

31. Does the credit union adhere to the $50 liability limit for unauthorized use? [§ 226.12(b)] _____ _____

32. Does the credit union observe the cardholder's right to assert against the credit union claims and defenses which the cardholder could assert against the merchant in a transaction? [§ 226.12(c)(1)] _____ _____

33. Does the credit union avoid reporting any disputed amount as delinquent before the dispute is settled or judgment is rendered? [§ 226.12(c)(2)] _____ _____

34. Does the credit union observe requirements which prohibit the offset of any credit card indebtedness against the deposit accounts of cardholders? [§ 226.12(d)(1)] _____ _____

35. Are merchant agreements or arrangements void of any tie-in arrangements or of any prohibitions or restrictions on the offering of discounts to cash customers as a condition of participation in a credit card plan? [§ 226.12(f)(1)and (2)] _____ _____

Billing Error Resolution

36. Does the credit union follow the billing error resolution procedures, including applicable time limits? [§ 226.13] _____ _____

Right of Rescission

37. If a security interest is or will be retained or acquired in a consumer's principal dwelling as a result of advances under an open-end credit plan, does the credit union follow the applicable rescission procedures, including furnishing the notice of the right to rescind and delaying the credit union’s performance? [§ 226.15] _____ _____

Closed-End Credit

38. Does the credit union routinely furnish completed disclosure statements before consummation and, in the case of residential mortgage transactions subject to RESPA, are early disclosures furnished within 3 business days of receipt of a written application but in no event later than consummation? [§§ 226.17(b)and

226.19(a)] _____ _____

39. Does the credit union group the required disclosures together, segregated from other material, and are the disclosures made clearly and conspicuously in writing in a form the consumer may keep? [§ 226.17(a)(1)] _____ _____

40. Is any itemization of the amount financed separated from the other disclosures in 226.18(c)(1)? [§§ 226.17(a)(1) and 226.18(c)(1)] _____ _____

41. Do the terms "finance charge" and "annual percentage rate," when required to be disclosed with a corresponding amount or percentage rate appear more conspicuously than any other disclosure? [§ 226.17(a)(2)] _____ _____

42. Are the following disclosures made accurately in the manner prescribed:

a. The identity of the creditor making the disclosures? [§226.18(a)] _____ _____

b. The "amount financed," using that term, and a brief description, such as "the amount of credit provided to you or on your behalf"? [§ 226.18(b)] _____ _____

c. A separate, written itemization of the amount financed except where there is included a statement that the consumer has the right to receive a written itemization and the consumer has not indicated in a space provided that such an itemization is requested? [§ 226.18(c)] _____ _____

d. The "finance charge," using that term, and a brief description, such as "the dollar amount the credit will cost you"? [§ 226.18(d)] _____ _____

e. The "annual percentage rate," using that term, and a brief description, such as "the cost of your credit as a yearly rate"? [§ 226.18(e)] _____ _____

f. The variable rate disclosures if the annual percentage rate may increase after consummation? [§ 226.18(f)] _____ _____

g. The number, amounts, and timing of payments scheduled to repay the obligation? [§ 226.18(g)] _____ _____

h. The "total of payments," using that term, and a descriptive explanation, such as "the amount you will have paid when you have made all scheduled payments"? [§ 226.18(h)]. _____ _____

i. If the obligation has a demand feature, that fact and also that the disclosures are based on an assumed maturity of one year if no alternate maturity date is stated? [§ 226.18(i)] _____ _____

j. In a credit sale, the "total sale price," using that term, and a description (including the amount of any down payment), such as "the total price of your purchase on credit, including your down payment of $_____"? [§ 226.18(j)] _____ _____

k. If the obligation includes finance charge computed from time to time by application of a rate to the unpaid principal balance, a statement indicating whether a penalty may be imposed if the obligation is prepaid in full or, alternatively, if the obligation includes any other type of finance charge, a statement indicating whether the consumer is entitled to a rebate of any finance charge if the obligation is prepaid in full? [§ 226.18(k)] _____ _____

l. Any dollar or percentage charge that may be imposed before maturity due to a late payment? [§ 226.18(l)] _____ _____

m. The fact that the creditor has or will acquire a security interest in property purchased as part of the transaction, or in other property identified by item or type? [§ 226.18(m)] _____ _____

n. The disclosures required to exclude certain insurance premiums from the finance charge? [§§ 226.18(n), 226.4(d)] _____ _____

o. The disclosures required to exclude certain security interest charges from the finance charge? [§§ 226.18(o), 226.4(e)] _____ _____

p. A statement that the consumer should refer to the appropriate contract document for information about nonpayment, default, the right to accelerate the

maturity of the obligation, and repayment rebates and penalties? [§ 226.18(p)] _____ _____

q. In a residential mortgage loan transaction, a statement whether a subsequent purchaser of the dwelling may be permitted to assume the remaining obligation on its original terms? [§ 226.18(q)] _____ _____

r. If the credit union requires the consumer to maintain a deposit as a condition of the specific transaction, a statement that the annual percentage rate does not reflect the effect of the required deposit? [§226.18(r)] _____ _____

43. Does the credit union make the required disclosures for refinancing? [§ 226.20(a)] _____ _____

44. Does the credit union make the required disclosures for assumptions? [§ 226.20(b)] _____ _____

45. If credit balances in excess of $1 are created in consumer accounts, does the credit union:
a. credit the balance amounts to the consumer accounts [§ 226.21(a)]? _____ _____

b. refund the amounts upon receipt of a written request [§ 226.21(b)]? _____ _____

c. make a good faith effort to refund the amounts after 6 months without receipt of any request [§ 226.21(c)]? _____ _____

46. For any credit transactions that give rise to the right of rescission, does the credit union comply with applicable requirements, including furnishing the notice of the right to rescind to each party having an ownership interest in the principal dwelling and delaying its performance? [§§ 226.23(a), (b), (c) and (d)]? _____ _____

47. If any consumers waived their right to rescind, do the dated statements describing the personal financial emergencies justify the waivers? [§ 226.23(e)] _____ _____

48. Were the waivers written and dated on other than a printed form and signed by each consumer entitled to rescind? [§226.23(e)(1)] _____ _____

Advertising (Open-End and Closed-End)

49. Do any advertisements placed by the credit union state only rates or other terms that were actually being offered at the time? [§§ 226.16(a) and 226.24(a)] _____ _____

50. If "triggering terms" were advertised, were the other prescribed credit terms disclosed? [§§ 226.16(b) and 226.24(c)] _____ _____

51. If any annual percentage rate was subject to increase after consummation, was that fact disclosed?[§ 226.24(b)] _____ _____

52. Were all rates of finance charge expressed only as an "annual percentage rate" using that term, or, as alternatively permitted, using the abbreviation "APR"? [§§ 226.16(b)(2) and 226.24(b)] _____ _____

53. If credit terms are advertised, do they include the term "annual percentage rate" or APR? [commentary provisions to §§ 226.16 and 226.24(b)] _____ _____

54. Does the credit union's HELOC advertising include any:

a. triggering terms, and if so, does the ad include information on any loan fee that is a percentage of the credit limit; any fees for opening the plan (stated as a single dollar amount or range); the annual percentage rate or rates; whether the plan provided for a variable rate and, if so, the highest APR that may be imposed; any minimum, fixed, activity or transaction charges; and, any membership fee? [§ 226.16(d)(1) and § 226.16(b)] _____ _____

b. discounted or premium rates, and if so, does the ad state how long the rate will be in effect and state a reasonably current, fully indexed rate with equal prominence? [§ 226.16(d)(2)] _____ _____

c. minimum periodic payment, and if so, does the ad disclose that a balloon payment may result, if applicable? [§ 226.16(d)(3)] _____ _____

d. reference to tax deductibility, and if so, is the ad not

misleading? [§ 226.16(d)(5)] _____ _____

55. Does the credit union refrain from using misleading terms, such as referring to HELOCs as "free money" in its advertising? [§ 226.16(d)(5)] _____ _____

Miscellaneous (Open-End and Closed-End)

56. Does the credit union retain evidence of compliance for 2 years after the date disclosures were required to be made or other action was required to be taken? [§226.25(a)] _____ _____

57. Is the credit union making proper oral disclosures in response to consumer inquiries about the cost of open-ended and closed-end credit? [§ 226.26] _____ _____

58. Has the credit union included maximum interest rate provisions in its consumer credit contracts secured by a dwelling when: [§ 226.30]

a. the APR may increase after consummation in closed end credit; or _____ _____

b. the APR may increase during the life of an open-end credit plan? _____ _____

Comments: _____
_____
_____
_____