

155-2-4-.13

Public Notice of Provisions – Deferred Presentment Services Act

(1) All licensees must conspicuously and continuously display a schedule of all fees and pertinent provisions of the Act in its lobby. This sign must be at least 20 X 20 in size and must contain the wording in Appendix A, as modified for the licensee’s name and fees charged, and the corresponding APR for a typical 14-day term.

Author: Scott Corscadden, Supervisor, Bureau of Loans
Statutory Authority: Code of Alabama 1975, §5-18A-10 and §5-18A-13
History: Effective October 1, 2013

Appendix A

NOTICE: FEES FOR DEFERRED PRESENTMENT TRANSACTIONS MAY BE SIGNIFICANTLY HIGHER THAN FOR OTHER TYPES OF LOANS.

Maximum Fee: The most that any Deferred Presentment provider may charge for Deferred Presentment transactions is 17.5% of the cash advanced. [LICENSEE’S NAME] charges [FEE RATE] for these transactions. The following table illustrates [LICENSEE’S NAME] fee structure:

Loan Amount	Fee Rate	Fee Amount	APR for 14-Day Term	Total of Payments
\$100	[]%	[\$]	[]%	[\$]
\$150	[]%	[\$]	[]%	[\$]
\$200	[]%	[\$]	[]%	[\$]
\$250	[]%	[\$]	[]%	[\$]
\$300	[]%	[\$]	[]%	[\$]
\$350	[]%	[\$]	[]%	[\$]
\$400	[]%	[\$]	[]%	[\$]
\$450	[]%	[\$]	[]%	[\$]
\$500	[]%	[\$]	[]%	[\$]

No other fees may be charged for these transactions, except if a check “bounces” once it is deposited at a bank, then the provider may charge a one-time NSF fee of up to \$30.00. And if the provider must go to court to enforce payment of this loan, then you may be assessed court costs and up to 15% of the face amount of the check as attorney’s fees. *You cannot be arrested or sent to jail for passing a “worthless” deferred presentment check unless the check was returned due to an account closed prior to the day of the loan.*

Maximum Loan Amount: The law limits the maximum loan amount that any one borrower may have with all Deferred Presentment providers to \$500. The provider will be verifying your other outstanding deferred presentment loans with a database to determine compliance with the law.

Term: Deferred Presentment transactions cannot be made for a term of less than 10 days or more than 31 days.

Renewal: Your transaction is due on the maturity date. You may obtain another transaction once this one is paid-in-full. However, if you cannot repay the total amount due, then, if offered by the provider, you may renew this transaction one more time upon payment of an additional fee. If you cannot pay the total amount due at that time, then, at the provider's option, you may extend your repayment into four equal monthly installments at no additional cost.

Customer Agreement: You must be given a copy of the provider's Deferred Presentment Services Agreement. You have the right to read the Agreement before you sign it. You have the right to ask questions of the provider's staff until you thoroughly understand everything in the Agreement. You also have the right to walk away from the Agreement before you sign it.

Complaints: [LICENSEE'S NAME] is a licensed Deferred Presentment provider in Alabama. To report any unresolved problems with [LICENSEE'S NAME], contact the STATE BANKING DEPARTMENT, Bureau of Loans, P.O. Box 4600, Montgomery, Alabama 36103-4600. Telephone: 334/242-3452. Website: www.banking.alabama.gov.