

WILLIAM DONALD SCHAEFER, Governor

before the effective date of the amendment, a clear and conspicuous written notice which shall describe the amendment, including:

(i) A clear statement comparing the original terms and the terms under the amended agreement; and

(ii) Any other pertinent information required by the provisions of this section.

(2) If the amendment has the effect of increasing the interest, finance charges, or other charges to be paid by the borrower, the amendment shall become effective as provided in subsections (c) and (d) of this section.

(c) (1) Subject to the provisions of this paragraph, an amendment made under this section shall become effective as to a particular borrower on:

(i) The first day of the billing cycle during which the effective date of the amendment occurs; or

(ii) Any later date specified in the notice of amendment.

(2) The credit grantor amending the agreement governing a revolving credit plan under this subsection shall send a second notice in addition to the one under subsection (b) of this section with the borrower's periodic statement immediately following the initial notice. The second notice shall comply with all the requirements of subsection (b) of this section.

(3) After receiving the notice of amendment under subsection (b) of this section, the borrower may send a signed, written notice of refusal to the creditor that the borrower refuses to accept the amendment.

(4) The notice of refusal sent by the borrower may be accompanied by a payment on the borrower's account and shall be mailed within 25 days of the mailing of the notice of amendment.

(5) Any borrower who gives timely notice of refusal may use the account pursuant to its original, unamended terms for:

(i) 1. The duration of the time for which a fee was paid for use of the plan through the borrower's credit device; or

2. ANY LONGER PERIOD OF TIME AS DETERMINED BY THE CREDIT GRANTOR; OR

(ii) If no fee is paid for use of the plan or if the remaining time period for which a fee was paid for use of the plan through the borrower's credit device is less than 3 months a period of time of not less than 3 months [and not more than 1 year] from the date of mailing of the notice of refusal.

(6) At the expiration of the periods provided under paragraph (5) of this subsection, the borrower who has given a timely notice of refusal may pay any