



██████████ 2010

Re: your account ending in ██████████

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Dear ██████████

We know you're having financial difficulties right now. And we want to help prevent your situation from getting more stressful.

The first step is to **contact MRS Associates Inc. at 1-800-955-6600**. You'll be connected to a Customer Care Specialist that Capital One® has authorized to help you avoid additional late fees. And they'll work with you to set up payment options to get your account back into good standing.

When you call to discuss your account, you can activate this **\$50 "thank you" gift card** - no strings attached! Use it to buy gas, groceries or a gift for yourself. Whatever you prefer, it's your money.

Call to activate your gift card by September 08, 2010. Please keep the code below and call MRS Associates Inc. at 1-800-955-6600 to activate your gift card today.

Sincerely,

Capital One Services, LLC

Activation code

you'll need when you call:

████████████████████

Notice: Please see reverse side and enclosed documentation for important information.

Offer not valid if your account is closed or charged off.



1. **This gift card is issued by MetaBank.** MetaBank is not affiliated with Capital One® and Capital One does not provide, endorse, nor guarantee and is not liable for any product or service shown here. Please read the enclosed Terms & Conditions for important details about your gift card.
2. **Who We Are and Who We Service.** Capital One Services, LLC is a subsidiary of Capital One, National Association, and services the following Capital One affiliated companies:
 - Capital One Bank (USA), National Association;
 - Capital One, National Association; and
 - Capital One Auto Finance, Inc.

The name of your creditor has been previously disclosed to you and is identified for purposes of this letter by the creditor name and/or your Account number on the front. Unless another servicer is disclosed in this letter or has been separately disclosed to you as the current servicer of your Account, we are the current servicer of your Account.

3. **State and Local Disclosures.** The following disclosure is required by state or local law if your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s), and you receive this letter in Connecticut, the District of Columbia, Iowa, New York City, North Carolina or Vermont:

This is an attempt to collect a (consumer) debt (claim). Any information obtained will be used for that purpose.

The following disclosure is required by state law if your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s) and you receive this letter in Iowa:

This communication is from a debt collector.

The following disclosure is required by state law if your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s) and you receive this letter in Massachusetts:

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

The terms used in this Section are defined by applicable state or local law. This is not a complete list of the rights that you might have.

4. **Bankruptcy.** If you are entitled to bankruptcy protections for your Account this letter is only for informational purposes. It is not an attempt to collect, assess or recover a debt or claim. Do not send in any payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you want to discuss your Account or your bankruptcy proceeding, please have your attorney contact us or the servicer disclosed in this letter.
5. **Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check.
6. **Interest and Charges Continue to Accrue.** All stated amounts are owed on the date of this letter. Because interest, late charges, and other charges might change from day to day as provided in your agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this letter, your Account might still have a balance after your payment is received.
7. **Time Period for Payment or Other Action.** Unless a specific date is provided, any time period for your payment or other action begins on the date of this letter.
8. **IRS Reporting of Debt Forgiveness.** If we cancel or forgive \$600 or more of principal on a debt you owe, we must provide a 1099-C tax form to you and the IRS. Please consult your tax advisor and the instructions accompanying your tax forms for more information.
9. **Credit Reporting of Your Settled Account.** If your Account is settled before it is charged off, the remainder of your Account balance will be charged off. We will then report your Account to credit reporting agencies as settled with an outstanding balance.



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