SUNTRUST

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Robert E. Feldman
Executive Secretary
Federal Deposit Insurance Corporation
550 17th Street NW.
Washington, DC 20429
Attention: Comments
Comments@FDIC.gov

Re: Assessments, Large Bank Pricing Definition Revisions Notice of Proposed Rulemaking

Ladies and Gentlemen,

On behalf of SunTrust Bank ("SunTrust"), I would like to take this opportunity to provide certain comments to the Federal Deposit Insurance Corporation (the "FDIC") notice of proposed rulemaking that would revise some of the definitions used to determine assessment rates for large and highly complex insured depository institutions published in the Federal Register on March 27, 2012 (the "NPR"). We note that SunTrust will qualify as a large insured depository institution and will be subject to the proposed NPR changes with respect to the assessment rate.

SunTrust would like to first and foremost thank the FDIC for its responsiveness to earlier concerns and efforts to revise the definitions set forth in the NPR, which definitions are far more workable and will result in more consistent and useful data for the FDIC to use than the prior definitions would have yielded. SunTrust has no criticisms or comments on the proposed rule other than a desire to applaud the FDIC for working to improve the prior definitions which would have been impossible for SunTrust to implement in any timely fashion and have been extraordinarily burdensome administratively. SunTrust also supports the requests for certain clarifications set forth in the joint trades' letter submitted to the FDIC. In this letter, SunTrust intends to seek one technical clarification with respect to loss mitigation for credit cards in the proposed rule so that SunTrust can properly implement the final rule.

Loss Mitigation for Credit Cards

We seek comment on some loss mitigation efforts we often undertake with respect to credit cards and whether these efforts result in a refinancing or not. One example is with respect to re-aging credit cards as a loss mitigation strategy. In the NPR, the definition of refinance for consumer loans includes "rescheduling of principal or interest payments to create or increase a balloon payment or extend the legal maturity date of the loan by more than six months." Also, the NPR states that "[f]or an open-end or revolving line of credit, an advance of funds consistent with the terms of the loan agreement is not a refinance." When a credit card is re-aged, however, a client failure to make payments or the minimum payment required in past payment cycles is overlooked, provided it is ascertained that the client is capable of making compliant payments going forward, and the client is treated as in good standing with the original principal and accrued interest owing (potentially late charges or other fees may be forgiven). This constitutes a "rescheduling" of sorts, but not an "advance of funds consistent with the terms of the loan" or even an act that is consistent with the credit card terms generally; however, it is a very successful, in our experience, loss mitigation measure. SunTrust seeks clarification whether the FDIC would view re-aging as a loss mitigation activity exempt from constituting a "refinance" and the FDIC's views on re-aging in the context of the NPR generally.

Please do not hesitate to contact me directly with any questions or comments you may have about this letter.

Regards,

McHenry Kane

Cc: Ray Fortin
Jim Sproull