

§ 37.8

12 CFR Ch. I (1–1–05 Edition)

(2) Maintains sufficient documentation to show that the bank made reasonable efforts to obtain from the customer a written acknowledgment of receipt of the long form disclosures; and

(3) Permits the customer to cancel the purchase of the contract without penalty within 30 days after the bank has mailed the long form disclosures to the customer.

(d) *Special rule for electronic election.* The affirmative election and acknowledgment may be made electronically in a manner consistent with the requirements of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 *et seq.*

§ 37.8 Safety and soundness requirements.

A national bank must manage the risks associated with debt cancellation contracts and debt suspension agreements in accordance with safe and sound banking principles. Accordingly, a national bank must establish and maintain effective risk management and control processes over its debt cancellation contracts and debt suspension agreements. Such processes include appropriate recognition and financial reporting of income, expenses, assets and liabilities, and appropriate treatment of all expected and unexpected losses associated with the products. A bank also should assess the adequacy of its internal control and risk mitigation activities in view of the nature and scope of its debt cancellation contract and debt suspension agreement programs.

APPENDIX A TO PART 37—SHORT FORM DISCLOSURES

- This product is optional  
Your purchase of [PRODUCT NAME] is optional. Whether or not you purchase [PRODUCT NAME] will not affect your application for credit or the terms of any existing credit agreement you have with the bank.
- Lump sum payment of fee  
[Applicable if a bank offers the option to pay the fee in a single payment]  
[Prohibited where the debt subject to the contract is a residential mortgage loan]  
You may choose to pay the fee in a single lump sum or in [monthly/quarterly] payments. Adding the lump sum of the fee to the amount you borrow will increase the cost of [PRODUCT NAME].

- Lump sum payment of fee with no refund  
[Applicable if a bank offers the option to pay the fee in a single payment for a no-refund DCC]

[Prohibited where the debt subject to the contract is a residential mortgage loan]

You may choose [PRODUCT NAME] with a refund provision or without a refund provision. Prices of refund and no-refund products are likely to differ.

- Refund of fee paid in lump sum  
[Applicable where the customer pays the fee in a single payment and the fee is added to the amount borrowed]

[Prohibited where the debt subject to the contract is a residential mortgage loan]

[Either:] (1) You may cancel [PRODUCT NAME] at any time and receive a refund; or (2) You may cancel [PRODUCT NAME] within \_\_\_ days and receive a full refund; or (3) If you cancel [PRODUCT NAME] you will not receive a refund.

- Additional disclosures  
We will give you additional information before you are required to pay for [PRODUCT NAME]. [If applicable]: This information will include a copy of the contract containing the terms of [PRODUCT NAME].

- Eligibility requirements, conditions, and exclusions

There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under [PRODUCT NAME].

[Either:] You should carefully read our additional information for a full explanation of the terms of [PRODUCT NAME] or You should carefully read the contract for a full explanation of the terms of [PRODUCT NAME].

APPENDIX B TO PART 37—LONG FORM DISCLOSURES

- This product is optional  
Your purchase of [PRODUCT NAME] is optional. Whether or not you purchase [PRODUCT NAME] will not affect your application for credit or the terms of any existing credit agreement you have with the bank.
- Explanation of debt suspension agreement  
[Applicable if the contract has a debt suspension feature]  
If [PRODUCT NAME] is activated, your duty to pay the loan principal and interest to the bank is only suspended. You must fully repay the loan after the period of suspension has expired. [If applicable]: This includes interest accumulated during the period of suspension.
- Amount of fee  
[For closed-end credit]: The total fee for [PRODUCT NAME] is \_\_\_\_.

[For open-end credit, either:] (1) The monthly fee for [PRODUCT NAME] is based on your account balance each month multiplied by the unit-cost, which is \_\_\_\_; or (2) The formula used to compute the fee is \_\_\_\_\_].

- Lump sum payment of fee

[Applicable if a bank offers the option to pay the fee in a single payment]

[Prohibited where the debt subject to the contract is a residential mortgage loan]

You may choose to pay the fee in a single lump sum or in [monthly/quarterly] payments. Adding the lump sum of the fee to the amount you borrow will increase the cost of [PRODUCT NAME].

- Lump sum payment of fee with no refund

[Applicable if a bank offers the option to pay the fee in a single payment for a no-refund DCC]

[Prohibited where the debt subject to the contract is a residential mortgage loan]

You have the option to purchase [PRODUCT NAME] that includes a refund of the unearned portion of the fee if you terminate the contract or prepay the loan in full prior to the scheduled termination date. Prices of refund and no-refund products may differ.

- Refund of fee paid in lump sum

[Applicable where the customer pays the fee in a single payment and the fee is added to the amount borrowed]

[Prohibited where the debt subject to the contract is a residential mortgage loan]

[Either:] (1) You may cancel [PRODUCT NAME] at any time and receive a refund; or (2) You may cancel [PRODUCT NAME] within \_\_\_\_ days and receive a full refund; or (3) If you cancel [PRODUCT NAME] you will not receive a refund.

- Use of card or credit line restricted

[Applicable if the contract restricts use of card or credit line when customer activates protection]

If [PRODUCT NAME] is activated, you will be unable to incur additional charges on the credit card or use the credit line.

- Termination of [PRODUCT NAME]

[Either:] (1) You have no right to cancel [PRODUCT NAME]; or (2) You have the right to cancel [PRODUCT NAME] in the following circumstances: \_\_\_\_\_.

[And either:] (1) The bank has no right to cancel [PRODUCT NAME]; or (2) The bank has the right to cancel [PRODUCT NAME] in the following circumstances: \_\_\_\_\_.

- Eligibility requirements, conditions, and exclusions

There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under [PRODUCT NAME].

[Either:] (1) The following is a summary of the eligibility requirements, conditions, and exclusions. [The bank provides a summary of any eligibility requirements, conditions, and exclusions]; or (2) You may find a complete explanation of the eligibility requirements, conditions, and exclusions in paragraphs \_\_\_\_ of the [PRODUCT NAME] agreement.

## PARTS 38–39 [RESERVED]

### PART 40—PRIVACY OF CONSUMER FINANCIAL INFORMATION

Sec.

- 40.1 Purpose and scope.
- 40.2 Rule of construction.
- 40.3 Definitions.

#### Subpart A—Privacy and Opt Out Notices

- 40.4 Initial privacy notice to consumers required.
- 40.5 Annual privacy notice to customers required.
- 40.6 Information to be included in privacy notices.
- 40.7 Form of opt out notice to consumers; opt out methods.
- 40.8 Revised privacy notices.
- 40.9 Delivering privacy and opt out notices.

#### Subpart B—Limits on Disclosures

- 40.10 Limitation on disclosure of nonpublic personal information to nonaffiliated third parties.
- 40.11 Limits on redisclosure and reuse of information.
- 40.12 Limits on sharing account number information for marketing purposes.

#### Subpart C—Exceptions

- 40.13 Exception to opt out requirements for service providers and joint marketing.
- 40.14 Exceptions to notice and opt out requirements for processing and servicing transactions.
- 40.15 Other exceptions to notice and opt out requirements.

#### Subpart D—Relation to Other Laws; Effective Date

- 40.16 Protection of Fair Credit Reporting Act.
- 40.17 Relation to State laws.
- 40.18 Effective date; transition rule.

#### APPENDIX A TO PART 40—SAMPLE CLAUSES

AUTHORITY: 12 U.S.C. 93a; 15 U.S.C. 6801 *et seq.*

SOURCE: 65 FR 35196, June 1, 2000, unless otherwise noted.