



## Habib Canadian Bank

Banking with Security

### Privacy Agreement

At Habib Canadian Bank (HCB), we have always made it a priority to protect your personal information. HCB is committed to keeping customers' information accurate, confidential, secure and private. HCB's relationship with its customers is built on this commitment.

### Accountability

We value the trust you have placed in us by choosing HCB as your financial services provider. HCB has appointed a Chief Privacy Officer to oversee HCB's privacy practices and this privacy policy. We also encourage you to read this privacy policy so that you can understand how we collect, use, share and protect your personal information and how you can manage your information in a way that best suits you. To help you understand our privacy policy, here are some important terms you should know:

“**personal information**” or “**Information**” means information about an identifiable individual such as contact information, account numbers, or details such as age, marital status, and financial information. This information can be in any form including paper, electronic, video or voice recording.

“**HCB**”, “**we**”, “**our**”, “**us**” or the “**Bank**” means collectively Habib Canadian Bank and “**you**” and “**your**” mean an individual who has completed an application for opening an account with HCB or for any banking product or service offered by us or has provided a guarantee for any banking product or service offered by us.

“**HBZ**” or “**Group**” means Habib Bank AG Zurich.

### What information we collect

When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, you agree that:

We collect personal information depending on various factors such as the type of products or services you request or use and any applicable legal and regulatory obligations. This information includes:

- Your name, address, occupation and date of birth, which is required by law; information that allows us to identify you or to meet tax, anti-money laundering and other “Know Your Client” legal and regulatory obligations
- Social Insurance Number (SIN) for income tax reporting purposes, and other identification, such as a valid driver's license or passport. We may also ask for

documents such as a recent utility bill to verify your name, address and contact information;

- Your annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history and account activity;
- Information from other sources such as credit bureaus, references you have provided, government or financial institutions or from public sources such as telephone directories, newspapers, Internet sites, commercially available marketing lists or government agencies and registries or public records.

### How We Use Your Information

We may collect and use personal information from you and about you for the following purposes:

- to establish and verify your identity and your personal background;
- to analyze the suitability of our products or services for you;
- to determine your needs and eligibility for our products and services;
- to set up, manage and offer products and services that meet your needs;
- to provide you with ongoing services;
- to meet our legal and regulatory requirements;
- to investigate and adjudicate insurance claims;
- to help us better understand the current and future needs of our clients; and
- to maintain the accuracy and integrity of information held by a credit reporting agency.

We collect information from a variety of sources but much of the information comes from you (e.g., applications for or use of our products or services, communications with us). Because it is important that we keep your trust, we will only ask for information which we need and when we ask you for information, we'll let you know why we need it. To the best of our ability, we will seek your prior consent to verify and supplement it with external sources such as credit or other bureaus or employers

We may monitor or record communications between you and our representatives (e.g., telephone calls) in order to enhance and maintain client service quality, to protect you and HCB, to confirm our discussions with you or for training purposes. We use surveillance, including videotaping, in and around our branches, ATMs and other locations for the safety of our clients,

employees and others, to protect against illegal activity, such as theft, vandalism and fraud, or to enhance and maintain client service quality.

### **Sharing Your Information**

Under certain circumstances, your personal information may be shared among **[the Group]** or other to third parties. Sharing your personal and financial information among the Group, can allow us to help in building and maintaining a positive relationship with you. We may use this information to better understand your financial needs and to promote products and services we believe may interest you. Sharing your personal information with such third parties will enable us to provide you with certain services.

#### **Joint Accounts or Representatives**

Where you hold a product or service jointly with another person (joint accounts) or where someone is authorized to use or access your product or service, or where liability is shared with others (e.g., someone has provided a guarantee or indemnity for your obligations), we may share your information with them (or their representative) in connection with the product or service. Where someone is acting as a representative or we reasonably believe is acting with proper authorization (e.g., legal guardian, a person having power of attorney, estate representative, a lawyer, an accountant, and, for minor children, a parent or guardian) we may share information with and take instructions from them.

#### **Our Employees**

Access to your information is restricted to authorized employees who have a legitimate business purpose for accessing it. For example, when you call us, visit a branch, or email us, designated employees will access your information to verify that you are the account-holder and to assist you in fulfilling your financial requests. Unauthorized access to and/or disclosure of client information by an employee at HCB is strictly prohibited. All employees are required to maintain the confidentiality of client information at all times and failing to do so will result in appropriate disciplinary measures, which may include dismissal.

#### **Outside Service Suppliers**

We may use service providers to perform specialized services on our behalf such as cheque-printing, research, marketing, mail distribution or data processing. Our service providers may at times be responsible for processing or handling personal information. They are provided only the information necessary to perform the services. Where we use service providers who might have access to information, we select them carefully and through contractual agreements require them to have privacy and security standards that meet HCB's requirements. We use contracts and other measures with our service providers to maintain the confidentiality and security of your information and to prevent it from being used for any other purpose. In the event our service provider is located in a foreign jurisdiction they are bound by the laws of the jurisdiction in which they are located and may disclose personal information in accordance with those laws.

#### **Other Third Parties**

We are committed to keeping your personal information confidential. We will only share your information with other third parties as indicated under your account agreement and under the following special circumstances:

- To help prevent fraud;
- As permitted or required by law, to comply with laws,

regulations, subpoena or court order;

- To respond to valid and authorized information requests from domestic and international authorities
- To protect the personal safety of employees, clients or other third parties;

#### **Protection**

Where you might be a victim of fraud, financial abuse, other illegal activity or where we have reasonable grounds to believe your interests can best be served by taking action, we may share information with the appropriate legal or governmental authorities, your next of kin or any other appropriate person (e.g., notification of our concerns regarding potential financial abuse may be provided to a public guardian or trustee's office). In these circumstances, we will only share information we believe is reasonably necessary to protect your interests.

We may also share information to protect our rights or interests. For example, where we are involved in judicial, administrative or regulatory proceedings, or other similar processes including enforcing our rights (e.g., to collect on a debt). Or, in order to comply with any legal and regulatory obligations including any subpoena, warrant, or any judicial, administrative orders or demands.

#### **Keeping Your Information Accurate**

We take care to keep information in our records as accurate, complete and up to date as necessary for the purposes for which it is used. However, we also rely on you to tell us when your information changes. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records. Keeping your information accurate and up-to-date allows us to continue to offer you the highest quality service. If we do not agree to change your personal information, you may challenge our decision. Customers may, in writing, challenge the accuracy and completeness of their personal information and request that it be amended as appropriate.

#### **Your Right to Access Your Personal Information**

You are entitled to receive periodic access to information in the form of transaction activity records, including account statements and trade confirmations. This information is routinely available to you through mailings, secure online sites and telephone banking. If you want to verify the accuracy of other personal information we hold about you, you may visit or submit a written request to your branch or office where you do business. Basic personal information such as your name, address, age, account numbers etc. can be verified on the spot, at no charge.

If you wish to review more extensive information, such as payment or investment records or credit history, you will be asked to provide details regarding the nature and possible location (branch, office, account etc.) of the information you wish to check. The information will be obtained from the records to which you have directed your request and will normally be provided within 30 days of your request. There may be a charge for retrieving this information, in which case you will be notified in advance and may, if you like, withdraw your request. You may also challenge the reasonableness of the charge. If you have a sensory disability, on request, we will give you access to your personal information in an alternative format if available. If it is necessary and if we can reasonably do so, we will convert the information into an alternative format.

Please note that there may be instances where access may be restricted as permitted or required by law. Examples may include information that is subject to legal privilege, information containing confidential commercial information and information relating to a third party. If applicable, we will advise you of the reasons for restricting access subject to any legal or regulatory limitations.

### **Your Consent and Your Choices**

Subject to applicable law, from time to time the HCB may offer you products or services, including special promotions, which may be of interest to you. This consent is optional and you can decide to withdraw it at any time. However, this will not limit the information provided to you through discussions with a HCB representative or through general HCB marketing or servicing channels (e.g., posters in branches and electronic messages on our website), or information we send you that is related to your existing products and services or is permitted or required by law.

Subject to legal, business or contractual requirements, you can withdraw your consent to our collection, use or sharing of information at any time upon giving us reasonable notice. However, withdrawing your consent may limit or prevent us from providing you with, or being able to continue to provide you with, specific products or services. For example, if you choose not to provide us with your SIN, we will not be able to provide you with any product where the collection of SIN is required under applicable law (e.g., a registered product like an RRSP).

In certain circumstances your consent cannot be withdrawn. For example, you may not withdraw your consent where our collection, use or sharing is permitted or required by law, is required to ensure we have correct and up to date information about you (e.g., current address), or is necessary to manage our business including the sharing of information when we assign our rights to others for business transactions.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. In order to maintain the integrity of the credit reporting system, we may periodically update your information with credit bureaus as long as you have a credit product or service with us and for a reasonable period of time afterwards. Your consent to the exchange of information cannot be withdrawn during this time.

### **Addressing Any Privacy Concerns**

If you have any complaints, questions or concerns about this privacy policy or our privacy practices please let us know right away. If you choose to send us an e-mail, do not include sensitive information (e.g., card or account numbers).

The following process applies to HCB banking clients:

#### **Step 1: Talk to Us**

In most cases, a complaint, question or concern is resolved simply by talking to us about it. You should be able to get swift results by talking to a HCB representative where you do business. You can speak with us in-branch or by calling toll free: +1 855 82 HABIB (+1 855 82 42242).

#### **Step 2: Call the HCB Office**

If your complaint, question or concern is not resolved to your satisfaction, you may contact:

The Compliance Officer  
Habib Canadian Bank  
Telephone: +1 905 276 5300.  
Fax: +1 905 276 5400.  
toll free: +1 855 82 HABIB (+1 855 82 42242)  
Write to: Suite 1-B, 918 Dundas Street East,  
Mississauga, Ontario L4Y 4H9

Be sure to include your name and contact information where you prefer to be reached, the nature of your complaint, question or concern, details relevant to the matter and with whom you have already discussed the issue.

#### **Step 3: The Ombudsman for Banking Services and Investments (OBSI)**

If your complaint, question or concern has still not been resolved to your satisfaction, feel free to contact the Ombudsman for Banking Services and Investments (OBSI)

Ombudsman for Banking Services and Investments (OBSI)  
401 Bay Street, Suite 1505, P.O. Box 5,  
Toronto, Ontario, M5H 2Y4  
Phone: 1-888-451-4519  
Fax: 1-888-422-2865  
Email: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)  
Website: [www.obsi.ca](http://www.obsi.ca)

#### **Step 4 – Escalate**

If you are not satisfied with the decision of the Ombudsman you can ask how your matter can be further escalated.

**If the above steps fail to resolve your concern you may also contact the applicable Privacy Commissioner.**