

# Charity Bank and you

Terms for personal savers

*Charity*  
**bank**  
a bank for good

## 1. Meaning of words and expressions

The following words and expressions have the following meanings:

- (i) 'Agreement' means the Terms, together with the completed application form which you have submitted to us
- (ii) 'Our/us/we' means The Charity Bank Limited, Fosse House, 182 High Street, Tonbridge, Kent, TN9 1BE.
- (iii) "Terms" means the agreement between you and us and includes the terms and conditions set out in:
  - this document;
  - the Additional Terms that are relevant to your savings account;
  - the Savings Account Rates;
  - the Additional Charges and Fees leaflet.'Business day' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- (iv) 'You/your' means the account holder(s).

## 2. Saving with Charity Bank

The Terms set out what you can expect from us and what we can expect from you.

- 2.1 The Terms apply to all our personal savings accounts.
- 2.2 The Terms do not cover the:
  - loans or savings accounts for businesses, clubs or charities
- 2.3 You can ask us for copies of all the documents that make up the Terms at any time. You can also see copies of this document, the Additional Terms, the Savings Account Rates and the Additional Charges and Fees leaflet on our website.
- 2.4 The Terms are governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.
- 2.5 We will communicate with you in English.
- 2.6 We are required to verify the identity and address of our savers before we can accept

an application to fund a deposit account. To do this we will make electronic checks with a credit reference agency. When you apply to save with us, you confirm that you, and anyone else named on the application, are aware that your and their identity and address will be checked.

- 2.7 When applying to save or at any time we may also request documentary evidence of your identity, address and/or source of funds. If we do not receive the documents from you we will not be able to process your application. We may also request documentary evidence from any other person named in the application. We accept no responsibility for documents which are lost in the post, or affected by postal delays.
- 2.8 Where we can't accept your application in these circumstances (clauses 2.6 and 2.7), we will cancel it and refund the money to you. However, we reserve the right to use another method for payment than used to make your initial deposit. No interest is earned or paid for the intervening period.

## 3. How to open an Account

An application to open an Account can be made:

- via the internet; or
- by post

You will receive confirmation that your account has been opened, including the date of opening and details of the opening deposit. Where an account is held jointly, the confirmation will only be sent to the holder named first on the application to open the account.

## 4. Joint accounts

Up to four people may have a joint account.- Joint accounts are not available for Charity Bank Individual Savings Accounts. This agreement applies to all of you named on a joint account, together and separately.

- 4.1 Each or all of you:
  - need to keep us informed about changes to your account (see Section 4); and
  - may give us instructions

- 4.2 Unless you tell us differently, we will only write to you all at the address of the first person named on the account. This is to avoid duplication and to minimise costs.
  - 4.3 If you are the first named person on the account, you are responsible for sharing any information that we send you about the account (unless you are aware that we are writing to you all).
  - 4.4 If one of you dies, all the money in the account is owned by the surviving joint account holder(s); they can continue to operate the account without the need for a grant of probate as the account is held on a 'joint tenancy' basis. This agreement will continue to apply to the surviving joint account holder(s).
- 5.5 Please check your statement and tell us as soon as possible if there are any items that you do not recognise. We will investigate and confirm to you if there is any action we need to take to correct it.
  - 5.6 We will provide your account statements to the most recent postal or email address that you have given to us.
  - 5.7 We may write to you to let you know if:
    - we need more information from you;
    - there are changes to your account;
    - our details change;
    - we have not heard from you for a while;
    - we have new products or we are involved in events that we think you might be interested in; or
    - we are required to do so by law.

## 5. Keeping in touch

You need to tell us about changes to your personal details or situation. We need to tell you about changes that affect you.

- 5.1 Keeping us informed of changes helps us to manage and protect your money and to communicate with you.
- 5.2 It is very important that you tell us of changes to your personal details as they occur, for example, you are:
  - name;
  - nationality;
  - address;
  - email address;
  - phone number (including mobile number); or
  - entitlement to receive interest gross of tax; or
  - nominated account (see clause 6.6).
- 5.3 We will change your personal details on receipt of an original letter from you (signed in accordance with your mandate) requesting these changes. As an extra precaution, we may sometimes telephone you to confirm your instructions.
- 5.4 We will provide statements at least once per annum showing the balance of your account. The statements will be provided electronically or via post.

- 5.8 We will assume that you have received anything that we send you on the fourth business day after it has been sent.

### If you fail to keep in touch

- 5.9 We reserve the right to designate your account as being 'Gone Away' for the following reasons:
  - if there is no activity on your Deposit Account which is not a Term Deposit for a period of at least 36 months; and/or
  - you do not respond to us when requested to do so; and
  - if correspondence that we have addressed to you is returned to us undelivered; and/or
  - if we receive notification from a third party telling us you have gone away but you have not told us that you have moved.

We will respond to any request to gain access to Gone Away funds in a reasonable and timely manner, subject to us being able to confirm the eligibility of the claimant.

## 6. Payments

### First payment into your account

- 6.1 Your first deposit into your account must be made from the nominated account

which was validated during the application process:

- all deposits into your account must be payable to the named account holder (s);
- initial deposits into your account can be made by UK Debit Card, cheque or electronic transfer. You have 20 business days from the date when your account is opened and available to fund your account. After this 20 day period, all further deposits will be rejected and returned to you without interest.

### Payments into your account by UK Debit Card (by telephone and internet)

- 6.2 When applying for an account, your application may provide you with the option to make your initial deposit using a UK Debit Card. If this option applies, the UK Debit Card must come from the nominated account held in your name, or in the joint names provided. The UK Debit Card used within the application must be registered to your address or the address of the first applicant (in the case of a joint application).

We endeavour to ensure that our UK Debit Card payment services are available. There may be times when you cannot access the service. We will always try to and advise you of this prior to the service not being available but we may not be able to do this in all circumstances.

Where the option exists to make a deposit by UK Debit Card is available, we may suspend or terminate your ability to make payments in this way if it is reasonable for us to do so for security or fraud prevention purposes, or in the event we reasonably determine this payment service is no longer economically viable.

Where the option to make a deposit by UK Debit Card, your UK Debit Card provider (i.e. the financial institution that issued your UK Debit Card) may impose limits on the amount of money you can deposit using your UK Debit Card. In addition, we may impose maximum payment restrictions on the amount that can be paid into your account by UK Debit Card. These restrictions will be explained before you make any payment by UK Debit Card.

If you make a UK Debit Card payment your funds will be credited to your account and start earning interest on the day we receive funds (if a business day) or (if not a business day), the next business day thereafter.

### Payments into your account by electronic transfer

- 6.3 You can arrange to pay money into your account by electronic transfer (BACS, Faster Payment or CHAPS).

The transfer must be made from your nominated account that was validated during the account opening process.

Interest will be earned from the date on which we receive your money.

### Payments into your account by Direct Debit

- 6.4 Where the specific Additional Terms for an account allow, you can arrange to deposit regularly with us (from your nominated account) by setting up a Direct Debit with your UK bank or building society. The Direct Debit form can be downloaded online or is available upon request.

### Payment into your account by cheque

- 6.5 You can pay cheques into your account. The cheques must be:
- made out in your name; and
  - drawn on your nominated account

The process to clear your cheque starts on the business day we receive the cheque (Day 0).

### Topping up an existing account by cheque:

- We will credit cheques to your account within 10 business days of receipt. We will pay interest from the end of the day that we credit the cheque to your account unless we subsequently receive notice that your cheque has not been cleared.
- If we are unable to process your cheque within 10 business days, we will notify you of the delay. If the delay has been caused by us, interest will be back dated to commence on the 10th day following receipt of your cheque.
- If your cheque is not cleared any accrued interest from the date it was initially credited will be reversed from your account.

### Payments by cheque into a new account:

- We will credit cheques to your account within 10 business days following receipt of your completed account opening form and successful completion of the verification of your identity. We will pay interest from the end of the day that we credit the cheque to your account unless we subsequently receive notice that your cheque has not been cleared.
- If we are unable to process your cheque within 10 business days, we will notify you of the delay. If the delay has been caused by us, interest will be back dated to commence on the 10th day following receipt of your completed account opening form and successful completion of the verification of your identity.
- If your cheque is not cleared any accrued interest from the date it was initially credited will be reversed from your account.

### Payments out of your account

- 6.6 When you open an account with us, we ask you to nominate another UK bank or building society account in your name. We refer to this account as your 'nominated account'. On receipt of your instruction we will only send money to this account, for example when we make interest payments or when you request a withdrawal. For withdrawals and account closures and subject to any notice period specific to your account being served, we will normally initiate the electronic transfer within three business days.
- 6.7 When you tell us to make a payment out of your account to your nominated account, you must:
- give us the required notice as set out in the Additional Terms relating to the type of savings account that you have;
  - have the money in your account to cover the payment;
  - ensure that the details that we have relating to your nominated account are correct;
  - tell us clearly when you want the payment to be made; and
  - confirm your instructions to us in writing.

- 6.8 You may phone to let us know the details of a payment to be made from your account to your nominated account. We will treat your phone call as being the first day of any required notice period referred to in the Additional Terms as long as we also receive written confirmation with your original signature of your instructions within seven business days of your phone call.
- 6.9 We are not able to pay monies out from your account:
- before the end of the notice period that applies to your account;
  - in cash; or
  - to any account other than to your nominated account.

### Changing your mind about payments out

- 6.10 You may change your instructions and amend/cancel a payment out of your account, but we must receive your instructions in writing with your original signature at least one business day before the date you originally asked us to make the payment.

### Restrictions on payments out of your account

- 6.11 We can restrict at any time the amount which you can withdraw from your account. We will only do this if:
- a. we reasonably believe that there may be fraudulent activity or other financial crime affecting your account;
  - b. we are required to do so by any law, regulation or court order;
  - c. there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in your account;
  - d. circumstances beyond our reasonable control prevent us from offering you a normal service (such as in the event of terrorist threat, computer systems failure or strikes); or
  - e. circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of withdrawal(s)).

In the case of (d) and (e) above:

- (i) we will act proportionately to the circumstances in question;
- (ii) we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- (iii) we will take into account the interests of our savers as a whole;
- (iv) we will, if practical, give you advance notice; and
- (v) we may consider exceptions to the restrictions if we are reasonably satisfied that extreme hardship would otherwise be caused.

### Interest

- 6.12 Details of the interest (fixed or managed) relevant to your savings account are set out in the Additional Terms that apply to the type of savings account you have opened with us.

## 7. Following your instructions

- 7.1 To keep your money safe, and to avoid mistakes, we will only follow your instructions if we think:
- they are complete – your instructions contain all the information we need;
  - they are clear – we understand your instructions without difficulty; and
  - they come from you – we reasonably believe that the instructions are from you and we received written instructions from you confirming them.

### How to give us instructions

- 7.2 To avoid any misunderstandings or delays, please send us clear, written, originally signed instructions in the post.

### When we do not have to follow your instructions

- 7.3 We will generally carry out your instructions if they are legal. However, we do not have to follow an instruction if:
- it is not complete or clear, or we do not think it came from you;

- you do not have the money available to cover the payment request;
- by carrying out the instruction we might break the law, regulation, code or other duty that applies to us, or it might expose us to claims from third parties;
- we reasonably think that a payment into or out of an account is connected to fraud or any other criminal activity, including where the funds are being obtained through deception; or
- we become aware that there is a disagreement or a potential disagreement between joint account holders.

## 8. Changes we can make to this agreement

### Sometimes we will want or need to change the terms of our agreement with you

- 8.1 Notification of changes to the agreement:

- 8.1.1 If we have a valid reason for doing so, we may change:

the Terms of our agreement with you by giving you at least 30 days' notice before the change comes into effect

- 8.1.2 If your account is of a fixed duration, we will only make changes to our Terms for one or more of the following reasons:

- to reflect a change in any requirement or guidance from Her Majesty's Revenue & Customs or any regulatory authority that sets rules that we are required to comply with;
- to reflect changes in any codes of practice to which we subscribe;
- to reflect a change in the law or a decision by a court or ombudsman;
- to enable us to make reasonable changes to the way we manage your account as a result of changes in technology or in the systems used by us;
- to provide an improvement to any services or facilities we offer in connection with your account, or the introduction of any new service or facility; or
- to proportionately reflect legitimate cost increases or reductions associated

with providing the particular account, service or facility.

### 8.1.3 Reasons for making changes to any part of the agreement

If any one of the following reasons applies we can change any part of this agreement by giving you at least 30 days' notice:

- to make the Terms easier to understand or fairer to you;
- to correct mistakes, ambiguities, inaccuracies or omissions where it is reasonable to do so or as a result of customer feedback;
- to make improvements to the services we provide which are of benefit to you or replacing a service we already offer;
- we are upgrading your account to a different type of account, as long as this is better for you, and you don't have to pay a higher fee as a result;
- we are introducing a new service that requires a change to the Terms (in this case, we can introduce a new charge for it);
- we are moving you from one type of account to another without upgrading you (this might happen if you're paying for an account you rarely use, or if you no longer qualify for a particular account or associated features, for example if you move abroad);
- we are withdrawing a service or type of account as it is out of date or not being used (by you or our customers in general); or
- if we reasonably believe the change is necessary in the interests of our business as a whole, for example to protect our financial strength.

### 8.1.4 Effect of changes

- If we give you notice of any changes under this paragraph, and you are not happy with the proposed changes, then for a period of 60 days from the date of our notice you have the right to switch or close your account without charge or without providing prior notice.
- You must inform us that you are not happy with the proposed changes before the expiry of the 60 day notice period otherwise you will be deemed to

have accepted the changes.

## 9. Changes to interest rates

### How we notify you of changes to interest rates

9.1 We will give you notice of any change we make to the interest rates which apply to your account as follows:

- If we are changing the interest rate in a way that is to your advantage we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards; or
- If we are changing the interest rate in a way that is to your disadvantage, we will give you notice of not less than 30 days before the change comes into effect. If you are not happy with the change then for a period of 60 days from the date of our notice, you can switch or close your account. This right will not be affected by any Additional Terms for your account which would otherwise prevent you from closing your account without charge or without providing prior notice. If you do not switch or close your account, you will be deemed to have accepted the changes.

9.2 Reasons for changing interest rates

9.2.1 We may change the interest rates which apply to your account:

- to respond proportionately to a change in the Bank of England's base rate or any other publicly listed market rate;
- to respond proportionately to changes in interest rates paid by other banks and financial institutions on personal savings accounts
- to reflect changes in the costs we reasonably incur in providing your account;
- to reflect changes in the law or a decision by an ombudsman;
- to meet changes in regulatory requirements; or
- to reflect changes in any applicable codes of practice.

9.2.2 We will not change an interest rate which is a fixed rate.

## 10. If something goes wrong

### If payments go wrong, do not happen, or if we make a mistake

- 10.1 If we make a payment following your instructions to your nominated account and the bank says it did not receive it, then we will refund you as quickly as we can, and put your account back as if it had not happened. This does not apply if:
- your payment instruction was not correct. In this case we will make reasonable efforts to recover your money if the payment has gone missing but we may charge you a fee to cover our costs in doing so. We will give you an estimate as to how much this is expected to be before we start; or
  - we can show that the payment was actually received by the other bank (in which case they are liable).

### If someone takes an unauthorised payment from your account

- 10.2 If you tell us a payment from your account was not properly authorised (for example, someone else made it), you can ask us for a refund, including interest you have missed out on.

If we have reasonable grounds to think you are not entitled to a refund at the point you ask for one, we may look into your claim further before refunding the money. This could include asking you to give us some information in writing. We will do this as quickly as possible so that, if we find that the payment was indeed unauthorised, we will refund you and put your account right straight away.

We will also not give you a refund if we reasonably think you have acted fraudulently, and we may involve the police in such cases.

### Complaints

- 10.3 We look to provide you with the highest standards of service at all times.

If you do not feel we have met these standards, please contact us as soon as possible and we will provide you with our complaints procedure. You may also print a copy from our website.

If for some reason we have not been able to resolve your complaint within eight weeks, or you are not satisfied with the resolution you can refer your complaint to:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Alternatively, you can phone them on  
**0800 023 4567**

Visit: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms.

### Compensation

- 10.4 Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors, including individuals, are covered by the scheme.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim), please refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on **020 7741 4100** or **0800 678 1100**.

## 11. Protecting your information

### We carefully safeguard the information we hold about you

- 11.1 The information we hold about you comes from you, relevant third parties (Credit Reference Agencies) and from your use of your account and your interactions with us. We typically process your personal and contact details along with your bank account number and date of birth. We will process this data in order to run and monitor your account (contractual obligation) and to send you relevant information (contractual obligation / legitimate interest). We will keep these details on our files for as long as the account is open and for a period of no more than 12 years from account closure.

If you would like to know more about how we process your personal data, please refer to the Privacy Notice on our website (printed version available on request). At times we will involve trusted third parties in the processing of your personal data and where we do so you will find relevant details in our Privacy Notice. If you would like to change the way we process your data at any time, you should contact [enquiries@charitybank.org](mailto:enquiries@charitybank.org) or write to us at Data Protection, Charity Bank, Fosse House, 182 High Street, Tonbridge, Kent, TN9 1BE.

### How we use your information

11.2 We collect information about you to be able to provide our services to you and to inform the development of new and improved products and services to meet the needs of our customers. We also use your information for security, identity verification and training, to communicate with you and to comply with the law. Specifically, we may use your information to:

- manage your account(s) with us;
- carry out regulatory checks and meet our obligations to our regulators;
- protect ourselves against harm to our rights and property interests;
- develop and improve our services through assessment and analysis of the information including credit or behavioural scoring (or both), market and product analysis, and market research;
- prevent and detect fraud and money laundering;
- detect other crime (such as identity theft);
- improve the relevance of marketing messages we may send you; and
- we may also monitor or record any communications between you and us including, but not limited to, telephone calls. We will use these recordings to check your instructions to us, to analyse, assess and improve our services to customers, and for training and quality purposes.

### Who we can share your information with

11.3 We are the data controller for the purpose of current data protection legislation,

including the General Data Protection Regulation (ICO registration Z6540626). By applying for an account with us you agree that we may process the personal information (including sensitive personal information) that we collect from you in accordance with our Privacy Notice, which you can request from us or view on our website. In particular, we may use information we hold about you for the purposes of providing the products or services you have requested or to provide you with details or information about products, services or events of ours which we think may be of interest to you. Personal data may be transferred outside the European Economic Area, but if this is the case we will make this clear in our Privacy Notice on our website. By applying for an account with us, you agree to this transfer, storing and processing. Please address any questions, comments and requests regarding our data processing practices to our Data Protection Lead [gdpr@charitybank.org](mailto:gdpr@charitybank.org) of Fosse House, 182 High Street, Tonbridge, Kent, TN9 1BE.

We will keep your information confidential but we may share it with the following (who are also bound to keep it secure and confidential) if we have a duty to disclose it, if it is required for the management of your accounts, a law or regulation allows us to do so, or for legitimate business purposes:

- your advisers (such as accountants, lawyers, financial advisers or other professional advisers) if you have authorised anyone like this to represent you, or any other person you have told us is authorised to give instructions or to use the account on your behalf (such as a power of attorney);
- our service providers and agents (including their sub-contractors). This may include for example, where we pass your details to someone who will print your statements;
- credit reference agencies;
- payment-processing service providers and others that help us process your payments;
- UK and overseas regulators and authorities in connection with their duties (such as crime prevention) - for example, because of the way certain payments work the

regulator or authority may be able to access payment details (including information about others involved in the payment). In instructing us to make payments you agree to this for yourself and any others involved in your payments; or

- fraud prevention agencies. In particular we will always tell fraud prevention agencies if you give us false or fraudulent information. They will also allow other organisations (in the UK and abroad), including law enforcement agencies, to access this to this information in order to prevent and detect fraud, money laundering or other crimes.

### Links with other people

- 11.4 Your information may be linked to people who are associated with you, such as your partner or other members of your household. These linked records are called associated records. Any enquiry we make at a credit reference agency may be answered with reference to any associated person's records.

Another person's record will be associated with yours when:

- you are making a joint application;
- you tell us about a financial association with another person; or
- the credit reference agencies have existing associated records. This association will be taken into account in all future applications by either or both of you. It continues until one of you applies to the credit reference agencies and is successful in filing a disassociation, which allows your information to be unlinked.

### Cookies

- 11.5 We may use cookies and similar technologies on our website and in our emails. Cookies are very small text files that may be stored on your computer or mobile device when you visit a website or enable images or click on a link in an email. These technologies do many different things, such as letting you navigate between web pages efficiently and remembering your preferences. For example, they can help us to verify if you have opened an email and the ways in which you have interacted with it. Our website gives you more information

on these technologies, how and where we use them and how you can control them.

### Sharing information about you with tax authorities abroad

- 11.6 If we have reason to think that you are required to report your income or are subject to tax in another country, we may have to share information about your accounts with the UK or relevant tax authorities, either directly or via the local tax authority who may share that information with the appropriate tax authorities abroad. If we need to request extra documents or information from you about this, you must supply these. If you don't, you agree that we may close your account, or, if the law or other regulations requires us to do so, you agree that we may withhold parts of certain payments received into your account, and pass withheld funds to the relevant tax authorities (this is more likely if you leave the UK and become resident for tax purposes in another country).

### How long will we keep your information

- 11.7 If you or we close your account, or if your application for an account or product is declined or you decide not to go ahead with your application, we will keep your information in accordance with our Data Retention Policy, to help prevent fraud and other financial crime, and for other legal and regulatory reasons. We will send you a copy of this policy, if requested.

## 12. Changing your mind, closing your accounts, or leaving us

- 12.1 If you wish to close your account you can do this by writing to us

- 12.2 Cooling off/cancellation rights

Once you have opened your account, if you then change your mind, you will have 14 calendar days from the date that you receive the account details from us to ask for the account to be closed. This request must be in writing.

If you wish to cancel your account, we will pay back the funds to your nominated account together with any interest that it may have earned whilst held with us.

## How you may close your account

12.3 You may close your account by telling us in writing. Your account will stay open until the required notice period that is relevant to your type of account has ended.

The Additional Terms that apply to your savings account set out the relevant notice period.

## We may sometimes need to close your account.

12.4 When we can close your account

1 We can close your account and end this agreement by giving you at least 60 days' notice in writing; or

2 We may close your account and end our agreement with you immediately where there are serious grounds. For example, if:

- we reasonably believe that you have seriously or persistently broken any terms of this agreement;
- we discover you are not eligible for the account (for example, through age, residency, status or credit status);
- you have given us false information at any time;
- you have committed (or are attempting to commit) fraud against us or someone else;
- you use (or allow someone else to use) your account illegally for criminal activity (including receiving proceeds of crime into your account) or otherwise;
- you inappropriately authorise a person to give instructions on an account or to operate it;
- you behave in a manner that makes it inappropriate for us to maintain your account and/or a working relationship with you (for example, by abusing people who work with us);
- maintaining your account might expose us to action or censure from any government, regulator or law enforcement agency; or
- if we reasonably believe that maintaining your account might damage our reputation.

## If either you or we end this agreement:

- 12.5
- you will not be able to make further use of your accounts but we may not close them until you have repaid any money you owe us, including orders you have made, which have not been taken out of your account;
  - any benefit or services we provide in relation to particular accounts will end as soon as your account is closed;
  - you will continue to be liable in respect of all outstanding liabilities in respect of this agreement or liabilities arising after termination of this agreement relating to the period prior to termination and this includes having to pay our fees pro rata up to and including the date of termination; and
  - it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.
  - We will continue to store relevant personal data for up to 12 years following the closure of the account, for audit and regulatory purposes, but will take steps to ensure we hold only the minimum data necessary for those purposes.



Version 110518-SAV

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