



## Privacy Code

At CCEC Credit Union (CCEC), nothing is more important to us than protecting your privacy and personal information, and doing everything we can to protect you from theft and fraud. This Code outlines the principles and commitments we make to protect the privacy of your personal information.

To make sure that our security meets the highest standards, our Privacy Code was created in accordance with British Columbia's Personal Information Protection Act (PIPA) and the Federal Personal Information Protection and Electronic Documents Act (PIPEDA). Based on these standards, we adhere to ten privacy principles.

### Scope

#### Definitions

#### Section 1: Accountability

#### Section 2: Identifying the Purposes for Collection of Personal Information

#### Section 3: Member Consent

#### Section 4: Limits for Collecting Personal Information

#### Section 5: Limits for Using, Disclosing and Keeping Personal Information

#### Section 6: Accuracy

#### Section 7: Safeguarding Personal Information

#### Section 8: Breach involving Your Personal Information

#### Section 9: Availability of Policies and Procedures

#### Section 10: Providing Member Access to Personal Information

#### Section 11: Compliance and Complaints

### **Scope**

This Code applies to CCEC and outlines our principles and procedures regarding the privacy, confidentiality and security of Member personal information. CCEC's Privacy Code applies to the personal information of individuals, including those individuals carrying on business as sole proprietors, and the personal information of signing officers on business accounts. This Code does not apply to our Business Members. However, CCEC also exercises care and diligence in protecting the confidentiality of such business information.

### **Definitions**

"Breach Involving Your Personal Information" – means the loss of, unauthorized access to or unauthorized disclosure of your personal information resulting from a breach.

"Business Partner" – any person or company contracted to work on CCEC's behalf, or provide products and services to CCEC Members and/or CCEC.

"Consent" - involves voluntary agreement with what is being or may be done. Consent may be expressed or implied. Express consent can be given orally or in writing, it is unequivocal, and does not require any inference on the part of CCEC. Implied consent exists when CCEC can reasonably infer consent based upon the action or inaction of the Member.

"Member" includes an individual who is or applies to be a member of CCEC or an individual who has indicated an interest in receiving information from or has made an inquiry directly with CCEC.

"Personal Information" - means information about an identifiable individual, and includes information that is recorded in any form including name, address, date of birth, identification (such as a valid driver's license, social insurance number ("SIN") or passport), marital status, annual income, assets and liabilities, credit history and account transaction information (including payment history and account activity).

"CCEC" – means CCEC Credit Union.

"We", "Us", "Our" means individually and collectively CCEC.

"You", "Your", "Yours" means the Member.

## **Section 1: CCEC's Accountability**

1.0 CCEC is accountable for the protection of Members' personal information. While senior management is ultimately accountable for the protection of personal information, the day-to-day monitoring for compliance may be delegated to other staff.

1.1 CCEC's Chief Privacy Officer bears the overall responsibility for the protection of personal information and compliance with this Code. The Chief Privacy Officer may be contacted through CCEC as indicated in section 11.2 below.

1.2 CCEC is committed to ensuring that appropriate security measures are employed in the transfer of personal information. CCEC recommends that Members do not transmit personal information by unencrypted e-mail or wireless devices. Email and wireless communications are not always secure and personal information may be intercepted. Open access or unprotected Wi-Fi creates a risk of interception and may allow others to impersonate you.

1.3 CCEC is not accountable for any damages suffered when a Member transmits personal information through e-mail or wireless communication to CCEC or when CCEC similarly transmits personal information at the request of the Member.

1.4 CCEC has developed policies and procedures to protect personal information, receive and respond to complaints and inquiries, and train staff regarding privacy policies and procedures.

## **Section 2: Identifying the Purposes of Personal Information**

2.0 CCEC will communicate the purposes for which personal information is being collected, either orally or in writing.

2.1 CCEC may collect personal information directly from You, from product and service arrangements You make with CCEC, from credit bureaus and other financial institutions, and any references You have

provided to Us.

2.2 The purposes for which CCEC collects Your personal information [including through interactions with CCEC and transactions made with or through CCEC] include:

- To provide financial services;
- To understand the retail, financial and banking needs of CCEC's Members;
- To develop and manage products and services to meet Your needs;
- To verify Your identity;
- To contact You directly for products and services that may be of interest;
- To determine Your eligibility for different products and services;
- To use the information for research while preserving Your privacy and confidentiality to improve CCEC products, services and operations;
- To ensure a high standard of service to You;
- To periodically conduct surveys in order to enhance CCEC's provision of services;
- To meet regulatory requirements;
- To obtain legal advice from a lawyer;
- To bring or defend against legal proceedings;
- To maintain regular communication with You;
- To help protect CCEC and You against fraud and error; and
- To investigate complaints, fulfill access to information requests, and to respond to privacy breaches.

2.3 We are required to collect certain information, like Your SIN for tax residency self- certification, registered products, and for any products that earn investment income to comply with the Canada Revenue Agency's reporting requirements. Providing a SIN for credit products is optional. If You provide a SIN, CCEC will also use it to identify You and to keep Your personal information separate from that of other Members with a similar name, including information CCEC obtains with the Member's consent from credit reporting agencies. You may advise CCEC not to use Your SIN as an aid to identify You with credit reporting agencies, by contacting CCEC at the branch.

2.4 For a credit facility, a deposit account with overdraft protection, or hold and/or withdrawal or transaction limits, CCEC may obtain information and reports about You from credit reporting agencies, financial institutions, and other lenders at the time of and during the application process, and on an ongoing basis to review and verify Your creditworthiness and/or establish credit and hold limits. By not providing us with Your SIN you may limit the credit options available to you.

2.5 CCEC may monitor and/or record Your telephone discussions with CCEC representatives for our mutual protection and to enhance customer service. Members who prefer not to have their calls recorded may transact business at the branch location, through online banking, or through automated banking machines.

2.6 When You access CCEC's website, CCEC may collect certain information from Your computer or mobile device. Some examples of information may include: information about the types of web browsers used to access the site, the levels of encryption supported by these web browsers and the date and time of access.

2.7 When You access and use CCEC's online service products which require You to sign into the service, CCEC may collect and use the personal information that You submit to CCEC. Some examples of personal information CCEC may collect include, but are not limited to, Your answers to authentication

fields for the purpose of ascertaining Your identity and ensuring the security of Your account information, IP addresses, and information regarding Your online transactions.

### **Section 3: Member Consent**

3.0 CCEC will obtain Your consent to collect, use or disclose any personal information except where detailed in this Code or where authorized or required by law. CCEC will make reasonable efforts to ensure that You understand how Your personal information will be used and disclosed. At any time, You may opt-out of receiving marketing offers from CCEC. You may also limit the personal information shared within CCEC for marketing purposes. To do so, contact the branch to complete a new consent form.

3.1 Your consent can be express, implied or given through an authorized representative such as a lawyer, agent or broker. You can withdraw consent at any time, with certain exceptions. CCEC, however, may collect, use or disclose personal information without Your knowledge or consent in limited circumstances, including:

- When such collection, use or disclosure is permitted or required by law;
- When use of information is for acting in an emergency that threatens an individual's life, health, or personal security;
- When there is reason to suspect that a Member may be a victim of abuse (e.g. financial, elder, or other abuse) and CCEC is disclosing the information to a government institution or authorized representative for investigation;
- When certain information is publicly available;
- When CCEC needs to collect a debt from You; and
- When CCEC needs to deal with an anticipated breach of law.

3.2 Consent may be given orally, in writing or electronically. For example, consent can be expressed over the telephone when information is being collected, electronically when submitting an agreement, application, or other information, in writing when signing an agreement or application form, by using a product or service, or by indicating by means of a check-off box whether or not consent is granted.

3.3 CCEC obtains Your consent to collect personal information directly from You, from product and service arrangements You make with CCEC, from credit bureaus and other financial institutions, and from any references You have provided to Us.

3.4 Subject to contractual or legal arrangements, Members may withdraw or refuse consent, provided that CCEC is given reasonable notice. Refusal or withdrawal of consent may prevent CCEC from providing a product or service to the Member, as in the case where a Member is applying for credit and will not provide relevant credit information. CCEC will not unreasonably withhold products or services from Members who refuse or withdraw consent, but if information is required by law or required to operate banking systems, CCEC may decline to deal with a Member or person who will not consent to the use of such information.

### **Section 4: Limits for Collecting Personal Information**

4.0 Your personal information will be collected for the purpose for which it was obtained or for purposes authorized or required by law. CCEC will not collect personal information for any other purposes unless CCEC obtains Your consent to do so.

4.1 You agree that CCEC may collect personal information through product or service arrangements You make with Us, from credit reporting agencies, lenders, other financial institutions, and from any

references You have provided to Us. You agree that CCEC may share Your information with credit reporting agencies, other financial institutions, its employees and Business Partners, Canada Revenue Agency, financial industry regulators, and Your representatives, but only as needed to provide the products and services requested, for the purposes described in Section 2.2 above or for purposes authorized or required by law. Our Business Partners may at times be responsible for processing or handling personal information. They are provided only the information necessary to perform the services by them or by their service providers. CCEC requires our Business Partners to protect the information in a manner that is consistent with our privacy policies and security practices. You understand Our Business Partners may be located in other jurisdictions and subject to the laws and regulations of such other jurisdictions or countries, such that other countries' governments, courts or law enforcement agencies may access Your personal information. Only in exceptional circumstances will We disclose information without Your consent, and only as permitted or required by law.

### **Section 5: Limits for Using, Disclosing and Retaining Personal Information**

5.0 Your personal information will be used or disclosed for the purpose for which it was collected or as authorized or required by law. CCEC will not use or disclose personal information for any other purposes unless CCEC obtains Your consent to do so.

5.1 If a Member has a product or service where ownership or liability is shared with others (for example, a Member who has a multiple party account or a guarantor on their loan), CCEC may share the Member's information with such other persons in connection with the product or service.

5.2 CCEC will not sell Member lists or Member personal information to third parties.

5.3 Subject to applicable law, CCEC may share Your information to collect debts owed.

5.4 CCEC will not share Your health or medical information within CCEC, other than as necessary to administer a credit insurance product for which You have applied.

5.5 CCEC will retain Your personal information only as long as necessary (or expected to be necessary) for the identified purposes and for legal and business purposes.

5.6 CCEC may disclose personal information related to a financial asset or liability of CCEC along with transfer of the financial asset or liability.

5.7 From time to time, CCEC may acquire new businesses or sell some parts of its businesses or merge or amalgamate part or all of its businesses with other entities. Since personal information associated with any accounts, products or services of the business being purchased/sold/merged will typically be included in such transactions, CCEC may disclose such information to such other entities as part of the transaction or pre-transaction review. Any such disclosure will be subject to appropriate privacy and security safeguards and compliant with any applicable law.

### **Section 6: Accuracy**

6.0 CCEC will make reasonable efforts to ensure that Your personal information is as accurate, complete and current as is required for the purposes for which it was collected. In some cases, CCEC relies on You to ensure that certain personal information, such as Your address or telephone number, and tax residency status, is current, complete, and accurate.

6.1 CCEC will not routinely update information unless it is necessary to fulfill the purposes for which it was collected or if it is required to maintain an active account.

6.2 Members may request amendments to their records at CCEC in order to ensure the accuracy and completeness of their personal information. If the request pertains to information that remains in dispute, CCEC will note the Member's request in the file.

## **Section 7: Safeguarding Personal Information**

7.0 CCEC is committed to the safekeeping of Your personal information in order to prevent its loss, theft or unauthorized access, disclosure, duplication, use, or modification.

7.1 CCEC will employ appropriate security measures, selected based on the sensitivity of the personal information, to protect the personal information. Some examples of physical security measures include: locks, alarms, and building security personnel. Some examples of electronic security measures include: passwords, encryption, and personal identification numbers.

7.2 CCEC will use appropriate security measures when disposing of Your personal information.

7.3 Access to Your information is restricted to authorized employees and Business Partners who have legitimate business reasons for accessing it. Business Partners must sign agreements. Also, each year, employees certify that they will abide by professional standards which include obligations of confidentiality and privacy. Unauthorized access to and/or disclosure of Member information by an employee of CCEC is strictly prohibited.

7.4 CCEC engages in an ongoing process of developing its policies and procedures for protecting Member personal information. Changes in technology necessitate that CCEC continually develops, updates, and reviews information protection guidelines, controls, and employee training and security measures to ensure ongoing security.

## **Section 8: Breach Involving Your Personal Information**

8.0 In accordance with PIPEDA, in the event that CCEC suffers a breach involving Your personal information, CCEC will notify you and the Privacy Commissioner of Canada as soon as feasible (if such breach creates a risk of significant harm to you).

## **Section 9: Availability of Policies and Procedures**

9.0 CCEC will notify You via the branch of any substantial changes to this Code before the changes come into effect. You can also obtain a copy of this Code at any time by contacting the branch.

9.1 CCEC will make the following information available upon request:

- A description of the type of personal information held by CCEC, including a general account of its use; and
- An explanation of what personal information is made available to related organizations such as affiliated companies.

## **Section 10: Providing Member Access to Personal Information**

10.0 You have a right to access Your personal information held by CCEC. Upon request, CCEC will tell You what personal information it has, what it has been used for, and to whom it has been disclosed, if applicable, pursuant to the time frame described in section 10.3 below.

10.1 CCEC may request that You specify the type of information You would like to access and submit a written request. If You require additional assistance with Your request for information, You may contact the branch.

10.2 CCEC requires that You provide personal information to identify Yourself to enable CCEC to provide details regarding the existence, use, and disclosure of personal information. Information that You provide to verify Your identity will only be used for this purpose.

10.3 CCEC will make the information, as mentioned in section 10.0, available within a 30-day time frame, or provide written notice of a time extension, no later than 30 days after the date of the request. The notice of extension to the Member will advise of the new time frame, the reasons for extending the time frame and of the right of the Member to make a complaint to the Information and Privacy Commissioner for British Columbia regarding the extension.

10.4 The information will be made available at a cost that will vary with the type and amount of information requested. Where a cost is applicable, CCEC will inform You of the estimated cost and ask You whether CCEC should proceed with the request.

10.5 When advising Members of the details of CCEC's prior disclosure of the Member's personal information to third parties, CCEC will not provide details regarding information transfers necessary for the daily provision of products and services to Members. For example, transfers to organizations that process debit card purchases, cheque clearing, credit card transactions, and automated banking transactions will not be documented. Upon the request being approved, CCEC will provide a list of organizations where personal information may have been sent, subject to 10.7 below.

10.6 If an access request is refused, in whole or in part, CCEC will provide written notification to the Member of its refusal, reasons for refusal and resources for redress available to the Member.

10.7 In certain situations, CCEC may not be able to provide access to any or all personal information about a Member. In such cases, CCEC will explain the reasons it will not provide the requested information and identify resources for redress available to the Member. CCEC's reasons for refusing to provide a Member with access to their personal information may include:

- The personal information is unreasonably costly to provide;
- The disclosure of the personal information to the Member would threaten the life, health or security of another individual;
- The personal information was generated in a formal dispute resolution process;
- The personal information cannot be disclosed without disclosing the personal information of other individuals;
- The personal information cannot be disclosed for legal, security or commercial proprietary reasons; or
- The personal information is subject to solicitor or litigation privilege.

10.8 If the information provided is demonstrated to be inaccurate or incomplete, CCEC will amend the

information as requested by the Member in accordance with section 6.2. Where appropriate, CCEC will transmit the amended information to third parties.

### **Section 11: Compliance and Complaints**

11.0 Members are to direct any complaints, concerns or questions regarding this Privacy Code in writing to the Chief Privacy Officer. If the Chief Privacy Officer is unable to address the Member's concerns, the issue can be referred to the Board of Directors of the Credit Union. At any point in this process the Member may also write to the Information and Privacy Commissioner for British Columbia.

11.1 CCEC will acknowledge, record and investigate each privacy complaint it receives. Members who submit a written privacy complaint to CCEC, at the address specified in section 11.2 below, will receive a response from CCEC within a reasonable time period.

11.2 Contact Information:

CCEC Credit Union  
2248 Commercial Drive  
Vancouver, BC V5N 4B5  
604-254-4100  
info@ccec.bc.ca