

Voluntary Commitments and codes of Conduct:

Voluntary Codes of Conduct are non-legislated commitments which some organizations/industries such as [Amex Bank of Canada](#) voluntarily agree to follow; they generally outline the standards that consumers can expect from such organizations/industries.

The banking industry has developed several voluntary codes designed to protect consumers. [Amex Bank of Canada](#) is committed to the following codes of conduct:

- **Guidelines for Transfers of Registered Plans**
- **Small Business Banking Code of Conduct**
- **Principles of Consumer Protection for Electronic Commerce: A Canadian Framework**
- **CBA Code of Conduct for Authorized Insurance Activities**
- **American Express Online Fraud Protection Guarantee**

Guidelines for Transfers of Registered Plans

Provides the consumer information regarding what to expect and where to get help when transferring a registered savings plan (RSP) between financial institutions.

Registered savings plans issued by banks and their subsidiaries may hold different types of investment instruments: deposit instruments such as guaranteed investment certificates (GICs), mutual funds and/or securities. Guidelines used by the banks for the transfer of the plan will depend on the type of instrument in the plan.

- The Canadian Bankers Association has established guidelines for the transfer of deposit type instruments.
- The Investment Funds Institute of Canada guidelines apply to registered plans containing mutual funds.
- Investment Dealers Association regulations govern the transfer of registered plans containing securities.

Deposit Type Registered Plans

Chartered banks will endeavour to process transfers of deposit type registered plans in a maximum of seven (7) business days normally and twelve (12) business days during peak time (February 15 - March 31) from the date the bank receives the complete and accurate documentation (whether at the branch or the processing centre) or the maturity date of the instrument, whichever is later, to the date that the cheque is mailed to the receiving institution.

Mutual Fund Type Registered Plans

Transfers of mutual fund type registered plans by chartered banks will be processed according to processing guidelines for registered account transfers available through the Investment Funds Institute of Canada. (Regulation 81-102 governs payment of proceeds upon redemption). Call the Regulations Department of IFIC at (416) 363-2150 or access the guidelines at the IFIC Web site at www.ific.ca.

Securities Type Registered Plans

Transfers by chartered banks of registered plans containing securities will be processed according to Regulation 2300 of the Investment Dealers Association. Contact Keith Rose at (416) 943-6907 or krose@ida.ca.

Small Business Banking Code of Conduct

A model code of conduct which serves as a minimum standard for bank dealings between Small/Medium-sized businesses and their Financial Institutions.

Canada's chartered banks recognize the important role that small and medium-sized enterprises (SMEs) play in Canada's economy. The chartered banks also recognize that they have an important and unique role to play in fostering the growth of SMEs in Canada.

In the interest of promoting a healthy and effective relationship between SMEs and the banking community, the Canadian Bankers Association and its members, the Chartered Banks of Canada have developed this model code of conduct which will serve as a minimum standard for bank dealings with SMEs. The key elements of this model code of conduct will be incorporated into individual bank codes. This model code of conduct and the individual bank codes will not limit the legal rights of any customer or bank.

Individual Bank Codes

Each bank will apply its own bank code to the business activities it has with its small and medium-sized business customers.

Individual bank codes will contain the four major points outlined in this industry model code of conduct, which are:

Openness

- Banks will make their codes available to their customers at branches where commercial business is conducted.
- Banks will provide the customers with documents, including contracts that are written in clear and understandable language.
- Banks recognize the need for open communications with their customers. Banks will outline the joint responsibilities that are part of the customer-bank relationship to help make sure that open communications takes place.

Accountability

- Each bank will identify a senior officer at the national level who is responsible for making sure the code is implemented and followed by bank employees.
- Managers and account managers of each bank will carry out the principles of its code.
- Each bank will file a copy of its code with the Financial Consumer Agency of Canada.

Credit Process

Applications for Credit

- Banks will make the following information available to each customer for the purposes of obtaining business credit:
- Directions on how to apply for credit
- An explanation of the requirements needed to obtain bank credit (such as collateral security)
- Guidelines on how to prepare a business plan
- An estimate of how long it will take before a credit decision will be made.

Credit Approval

- Each credit application will be judged on its own merits.
- When an application for credit is approved, the bank will inform the customer about the terms and conditions of the financing including the information and documentation needed by the bank both before and after the loan is granted. This information will be provided in writing should the customer request it.

If Credit is Declined

- If an application for credit is declined, the bank will inform the customer about:
- The main reason(s) for the decision
- The requirements necessary for the bank to reconsider the application
- Available information on alternative sources of financing which could include government programs, venture capital, etc.

Changing Circumstances in the Credit Relationship

- Sometimes customers who have a credit relationship with their bank experience a significant change in their business, which could include financial difficulty. In these circumstances, banks will carefully review the existing arrangement before deciding if any action should be taken.
- If there are changes in the credit relationship, banks will inform customers as soon as possible about the need for on-going, additional information. Banks will give customers a reasonable opportunity to provide this information.

- Under normal circumstances, banks will provide their customers with a minimum of 15-calendar days' notice of any bank actions taken because of a change in the credit relationship.
- Each bank must inform its customer when changes are made to the terms, conditions, fees or lending margins that are specific to that customer's credit relationship with the bank.

Complaint Handling

- Each bank will ensure that a complaint resolution procedure is available for use by its small and medium-sized commercial customers. Each bank will provide its customers with the information they need to use their bank's complaint resolution procedure. Each bank will appoint a senior officer at the national level who is ultimately responsible for the resolution of complaints.
- If customers have a general complaint or if they believe their bank has not met the standard of conduct outlined in the bank's code, a customer may submit a complaint under the bank's complaint resolution process.
- Banks will respond to customer complaints as quickly as possible. Banks will also inform the customer approximately how long it will take to respond to their specific complaint.
- If a complaint is not resolved to the satisfaction of the customer, the bank will provide the customer with the reason(s) for the bank's decision.
- The customer may then take the complaint to the Ombudsman for Banking Services and Investments (OBSI) where it will be dealt with, at no cost to the customer, according to the Terms of Reference governing OBSI.
- Banks will make the following FCAC address available to their customers:

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th floor
Ottawa, Ontario
K1R 1B9

Principles of Consumer Protection for Electronic Commerce: A Canadian Framework

A guide to protecting customers in online transactions, developed with input from industry, government and consumer groups.

The rapid evolution of the electronic marketplace requires an adaptable framework for consumer protection that is subject to ongoing review and modification in light of changing technologies and market practices. This framework should include a blend of voluntary and regulatory approaches and, given the global reach of electronic commerce, should be consistent with approaches to consumer protection agreed to by the international community.

The principles in this document are intended to guide the actions of businesses, consumers and governments within Canada in the development of a consumer protection framework for electronic commerce over open networks, including the Internet. These principles are not intended to cover communications conducted solely over the telephone. The principles were drafted by a working group of representatives from Canadian businesses, consumer associations and governments, recognizing that a sound framework for consumer protection will promote consumer confidence and facilitate the acceptance and growth of electronic commerce. The working group has agreed to review the principles regularly to ensure their continued relevance in the rapidly changing electronic marketplace.

No principle should be interpreted as affording less protection to consumers than is already provided for in current laws of general application, particularly those applying to trade practices, health and safety, and protection of personal information.

Guiding Principles

Equivalent protection

"Consumers"* should not be afforded any less protection in "electronic commerce" than in other forms of commerce. Consumer protection provisions should be designed to achieve the same results whatever the medium of commerce.

Harmonization

Canadian governments should adapt existing consumer protection laws to apply to electronic commerce, and should strive to harmonize provisions across jurisdictions without requiring any jurisdiction to lower its standards.

International consistency

Without compromising the level of protection provided to consumers under the principles in this document or under existing laws, the Canadian consumer protection framework should be consistent with directions in consumer protection established by international bodies such as the Organisation for Economic Co-operation and Development.

* For clarity, certain terms have been defined and appear in a glossary on page 11. The terms appear in quotation marks on their first use in the text.

Principles in Summary

Note: This summary must be read in conjunction with the full text of the principles, which follows.

Principle 1

Consumers should be provided with clear and sufficient information to make an informed choice about whether and how to make a purchase.

Principle 2

"Vendors" should take reasonable steps to ensure that the consumer's agreement to contract is fully informed and intentional.

Principle 3

Vendors and "intermediaries" should respect the privacy principles set out in the CSA International's Model Code for the Protection of Personal Information.

Principle 4

Vendors and intermediaries should take reasonable steps to ensure that "transactions" in which they are involved are secure. Consumers should act prudently when undertaking transactions.

Principle 5

Consumers should have access to fair, timely, effective and affordable means for resolving problems with any transaction.

Principle 6

Consumers should be protected from unreasonable liability for payments in transactions.

Principle 7

Vendors should not transmit commercial E-mail without the consent of consumers, or unless a vendor has an existing relationship with a consumer.

Principle 8

Government, business and consumer groups should promote consumer awareness about the safe use of electronic commerce.

Principle 1: Information Provision

Consumers should be provided with clear and sufficient information to make an informed choice about whether and how to make a purchase.

1.1 Information should be provided in a form that is clear and understandable to the consumer. Vendors should:

- a) avoid using jargon and legalese, and use plain language whenever possible;
- b) provide information in a form and manner that allows the consumer to keep the information for future reference;
- c) clearly distinguish the terms and conditions of sale from marketing and promotional material or messages.

1.2 Information required by these principles should be "prominently disclosed."

1.3 The following information should be provided to anyone accessing a vendor's Web site:

- a) vendor identity, location and any accreditation
 - vendor's legal identity, business name, full street address and telephone number (sufficient to enable consumers to verify the vendor's legitimacy);
 - an electronic method of verifying any accreditation claims;
- b) any geographic limitations on where a product or service is for sale;
- c) fair and accurate descriptions of products or services for sale;
- d) level of privacy protection (in accordance with Principle 3: Privacy)
 - "personal information" that is being collected and for what purposes;
 - vendor's privacy policy;
- e) security mechanisms available to consumers to protect the integrity and confidentiality of the information being exchanged;
- f) complaint procedure
 - how, where and by whom complaints will be handled;
 - any third-party dispute resolution mechanisms to which the vendor subscribes, including contact information and any cost;
- g) types of payment that will be accepted, and the implications of each in terms of any extra charges or discounts applied by the vendor.

1.4 Vendors should disclose all terms and conditions of sale to consumers prior to the conclusion of any "sales transaction." These include:

- a) the full price to the consumer, including the currency and any shipping charges, taxes, customs duties and customs broker fees and any other charges (when unsure of the amount of any potentially applicable charges, vendors must disclose to consumers the fact that such charges may apply);
- b) delivery arrangements, including timing, cost and method of delivery;
- c) any geographic limitations on where a product or service is for sale;
- d) cancellation, return and exchange policies, warranties if applicable, and any associated costs.

All the terms and conditions of sale should be available in one place.

1.5 Vendors should provide consumers with their own record of the transaction, including key details, as soon as possible after the transaction has been completed. In a sales transaction, consumers should be able to obtain their own record of the completed transaction as proof of purchase and a printable record of the terms and conditions of the contract.

1.6 Where there is a delay between the purchase and delivery of goods, or tickets for the use of a service (for example, airline or theatre tickets), vendors should provide the information set out below to consumers at the time of delivery:

- a) cancellation, return and exchange policies, warranties if applicable, and any associated costs;
- b) contact information in the event of a complaint;
- c) payment arrangements, including any vendor credit terms;
- d) applicable safety warnings and care instructions.

Principle 2: Contract Formation

Vendors should take reasonable steps to ensure that the consumer's agreement to contract is fully informed and intentional.

2.1 Vendors should take reasonable steps to ensure that consumers are aware of their rights and obligations under the proposed contract before they agree to the contract or provide payment information.

2.2 Vendors should make clear what constitutes an offer, and what constitutes acceptance of an offer, in the context of electronic sales transactions.

a) Vendors should employ a multistep confirmation process that requires consumers to, specifically and separately, confirm the following:

- their interest in buying;
- the full price, terms and conditions, details of the order, and method of payment;
- their agreement to purchase.

b) If an appropriate multistep confirmation process, such as that set out above, is not used, vendors should allow consumers a reasonable period within which to cancel the contract.

Principle 3: Privacy

Vendors and intermediaries should respect the privacy principles set out in the CSA International's *Model Code for the Protection of Personal Information*.

These 10 principles form the basis of the *Model Code for the Protection of Personal Information (CAN/CSA-Q830-96)*.

1. Accountability

An organization is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with the following principles.

2. Identifying Purposes

The purposes for which personal information is collected shall be identified by the organization at or before the time the information is collected.

3. Consent

The knowledge and consent of the individual are required for the collection, use or disclosure of personal information, except when inappropriate.

4. Limiting Collection

The collection of personal information shall be limited to that which is necessary for the purposes identified by the organization. Information shall be collected by fair and lawful means.

5. Limiting Use, Disclosure and Retention

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfilment of those purposes.

6. Accuracy

Personal information shall be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

7. Safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

8. Openness

An organization shall make readily available to individuals specific information about its policies and practices relating to the management of personal information.

9. Individual Access

Upon request, an individual shall be informed of the existence, use and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

10. Challenging Compliance

An individual shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the organization's compliance.

Note: The full text of the *Model Code for the Protection of Personal Information* (CAN/CSA-Q830-96) can be obtained from the CSA International Web site (<http://www.csa-international.org>) or from:

CSA International
178 Rexdale Boulevard
Etobicoke ON M9W 1R3

**Principle 4:
Security of Payment and Personal Information**

Vendors and intermediaries should take reasonable steps to ensure that transactions in which they are involved are secure. Consumers should act prudently when undertaking transactions.

4.1 Vendors and intermediaries should safeguard payment and personal information that is exchanged and/or stored as a result of a transaction.

4.2 Consumers should take reasonable steps to conduct transactions safely and securely.

Principle 5: Redress

Consumers should have access to fair, timely, effective and affordable means for resolving problems with any transaction.

5.1 Vendors should provide adequate resources to handle consumer complaints efficiently and effectively.

5.2 When internal mechanisms have failed to resolve a dispute, vendors should make use of accessible, available, affordable and impartial third-party processes for resolving disputes with consumers. However, vendors should not require consumers to submit to such processes.

5.3 Governments, businesses and consumer groups should work together to develop appropriate standards for dispute resolution mechanisms.

5.4 So that consumers are not disadvantaged, governments should cooperate in the development of clear rules regarding the applicable law and forum, and the mutual enforcement of judgements, in the event of cross-border disputes.

Principle 6: Liability

Consumers should be protected from unreasonable liability for payments in transactions.

6.1 Consumers should not be held liable for amounts billed to them for "unauthorized transactions." Vendors should promptly refund consumer payments for unauthorized transactions or sales transactions in which consumers did not receive what they paid for.

6.2 Credit card issuers should make reasonable efforts to help consumers resolve complaints with vendors in the event of non-delivery or unauthorized transactions.

6.3 In inadvertent sales transactions in which consumers acted reasonably, the vendor should allow the consumer a reasonable period of time to cancel the transaction once the consumer has become aware of it.

6.4 When a consumer disputes a sales transaction in which the vendor failed to provide relevant information, the vendor should refund payment provided that the consumer returns the good or declines the service within a reasonable period of time.

Principle 7: Unsolicited Commercial E-mail

Vendors should not transmit commercial E-mail without the consent of consumers, or unless a vendor has an existing relationship with a consumer.

Principle 8: Consumer Awareness

Government, business and consumer groups should promote consumer awareness about the safe use of electronic commerce.

8.1 Consumer education and awareness initiatives should highlight those circumstances in the use of electronic commerce in which consumers are most vulnerable.

8.2 Consumers should be provided with advice on how to minimize the risks associated with electronic commerce.

8.3 Consumers should be made aware of their rights and obligations with respect to vendors.

8.4 Consumers should take reasonable steps to inform themselves about how to conduct transactions safely and securely.

8.5 Consumers should have access to information identifying disreputable electronic commerce practices.

8.6 Consumers should have access to information identifying those convicted of illegal electronic commerce practices.

Glossary

The following definitions apply in *Principles of Consumer Protection for Electronic Commerce: A Canadian Framework*.

Consumer: an individual who engages in electronic commerce for personal, family or household purposes.

Electronic Commerce: the conduct of commercial activities between vendors and consumers and the solicitation of donations from consumers over open networks, including the Internet. This definition is not intended to cover communications conducted solely over the telephone.¹

Intermediaries: third parties facilitating a transaction, including those responsible for the storage of information.

Personal Information: information about an identifiable individual that is recorded in any form.²

Prominently Disclosed (with respect to information): easily visible and quickly accessible to consumers at the appropriate time. This includes accessibility through clearly labelled hot links.

Sales Transaction: a transaction involving the buying, selling, leasing or licensing of a good or service by electronic commerce.

Transaction: an electronic commerce transaction

Unauthorized Transaction: a transaction not authorized by the consumer due to theft, fraud or vendor error.

Vendor: an organization or an individual marketing, selling, leasing or licensing a good or service or soliciting donations by electronic commerce.

1. In other contexts electronic commerce has been more broadly defined as any kind of transaction that is made using digital technology, including open networks

(the Internet), closed networks such as electronic data interchange (EDI), and debit and credit cards.

2. This is the definition used in the *Model Code for the Protection of Personal Information* (CAN/CSA-Q830-96).

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<http://strategis.ic.gc.ca/oca>

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CBA Code of Conduct for Authorized Insurance Activities

The code outlines the minimum standards expected of the bank representatives who promote authorized insurance products in Canada which includes: training, disclosure, promotion practices, customer privacy protection and customer redress.

CBA Code of Conduct for Authorized Insurance Activities

The Purpose of this Code

Canada's chartered banks are committed to meeting their customers' insurance needs by providing them with access to authorized insurance products in a manner that serves customers' interests. Banks will ensure that representatives offering these products are knowledgeable, provide clear product disclosure, respect customers' privacy, and provide prompt investigation of any problems customers may experience.

This code sets out the minimum standards that apply to bank representatives who promote authorized insurance products in Canada. The banking industry, through the Canadian Bankers Association, will review this model code from time to time to make sure that it is relevant and up-to-date.

The Scope of this Code

This code applies to all authorized insurance products promoted in Canada and to the banks, their employees and/or any independent intermediaries acting as the banks' agents (collectively referred to as "representatives" throughout the code) who promote authorized insurance products.

Authorized insurance products are those prescribed for the purposes of Section 416 of the *Bank Act* in the *Insurance Business (Banks) Regulations*. These include the following defined types of insurance and any additional types that may be prescribed by future amendments to these regulations:

- a. credit or charge card-related insurance,
- b. creditors' disability insurance,
- c. creditors' life insurance,
- d. creditors' loss of employment insurance,
- e. creditors' vehicle inventory insurance,
- f. export credit insurance,
- g. mortgage insurance,
- h. travel insurance, and
- i. personal accident insurance

Compliance with this Code

Each bank is responsible for ensuring that this code of conduct is implemented, understood and followed by its representatives. Each bank ensures compliance with this

code of conduct and designates an officer to be responsible for compliance with this code.

Training

Bank representatives who promote authorized insurance products are properly trained, qualified and knowledgeable.

Banks are committed to providing continuing education to their representatives on authorized insurance products.

Banks will review educational programs on an on-going basis to ensure relevance to marketplace developments.

Disclosure

Banks are committed to providing clear and understandable disclosure in the documentation related to authorized insurance products. This helps consumers to make informed decisions about the insurance products promoted by banks.

Banks will provide each eligible customer who is accepted for insurance coverage with disclosure documentation that sets out:

- that the product being applied for is an insurance product;
- key terms and definitions related to the insurance;
- all customer fees and charges associated with the insurance product and how they would be payable;
- that insurance coverage from a specific company is optional if a separate charge is levied for the coverage (an example of insurance for which a separate charge is not applied would be coverage through a specific credit card);
- name of the primary insurance company underwriting the insurance product ;
- how and when the customer will be notified of acceptance or rejection of the insurance coverage;
- when insurance coverage would come into effect and when it would terminate;
- the duration of any "free look" period during which, should the customer elect to cancel the insurance coverage, all premiums charged would be refunded;
- the customer's responsibilities and the right to cancel insurance coverage at any time;
- terms and conditions that might limit or exclude coverage;
- claims procedures; and
- how to obtain additional information about the insurance coverage.

Promotion Practices

Banks will not impose undue pressure on or coerce a person to obtain a product or service from a particular person, including the bank and any of its affiliates, as a condition for

obtaining another product or service from the bank. For further information, see the banks' brochures on coercive tied selling.

Bank representatives promoting authorized insurance products will make all reasonable efforts to ensure that

- the insurance policy or coverage being promoted is appropriate for the credit product or the needs as expressed by the person; and
- the person understands the coverage.

Privacy of Personal Information

To protect customers' privacy, banks comply with the provisions of the *Personal Information Protection and Electronic Documents Act*.

In the case of creditor insurance, the insurer may require health information. This information is provided separately by the customer exclusively for the insurer. This information may be gathered by the bank on behalf of the insurer, but will not be used by the bank or any of its subsidiaries or affiliates to help assess loan applications or market other products.

Continuity of Coverage

There may be situations where customer-initiated changes in the financing or other terms and conditions of a banking arrangement could result in the need to apply for new authorized insurance coverage. Bank representatives will make customers aware that they:

- are choosing to terminate their insurance coverage;
- are applying for new coverage and will be subject to the provisions of the new coverage; and
- should review the decision carefully, particularly if there has been a change in their health or other circumstances since they applied for the initial coverage.

Complaint Procedures

Banks have well-established policies and procedures to receive, investigate, and respond to customers' complaints with respect to the promotion and administration of authorized insurance products. The bank informs customers of these procedures, which are easy to understand and use. These procedures set out a clear complaint resolution process and identify appropriate contact persons within the organization. Information concerning these complaint procedures is available from personnel at any branch, at the bank's web site and in printed brochures that explain the process in detail.

Banks make every effort to respond to complaints fairly and promptly.

If customers are not satisfied with the way their bank has responded to their complaint, they can contact the bank's ombudsman. (Contact information for the bank's ombudsman is available in branches, on the bank's web site or through the Centre for the Financial Services OmbudsNetwork (CFSON) at 1-866-538-3766 (FSON) for services in English or 1-866-668-7273 (RCSF) for services in French). If customers have already pursued their complaint through the bank ombudsman and are still not satisfied, they can call the Ombudsman for Banking Services and Investments at 1-888-451-4519.

The insurer also has complaint procedures in place. Information on how to find out more about these procedures will be provided to customers, and may also be obtained through the CFSON number above.

American Express Online Fraud Protection Guarantee

When you shop online and pay for your purchases with your American Express Card, you will not be held responsible for any unauthorized charges.

http://www10.americanexpress.com/sif/cda/page/0,1641,15023,00.asp?location=askus_canada

If you have any complaint relating to the Voluntary Commitments and Codes of Conduct, we recommend that you follow our Complaint Resolution Procedure by clicking on the following link:

http://www10.americanexpress.com/sif/cda/page/0,1641,13557,00.asp?location=askus_canada#complaint