August 16, 2004

Federal Trade Commission
Office of the Secretary
Room H-159 (Annex Q)
600 Pennsylvania Avenue, NW
Washington, DC 20580

Re: Fact Act Affiliate Marketing Rule, Matter No. R11006

To Whom It May Concern:

HSBC North America Holdings Inc.("HSBC") submits this comment letter in response to the Proposed Rule (the "Proposal") issued by the Federal Trade Commission (the "Commission") to implement Section 214 of the Fair and Accurate Credit Transactions Act of 2003 (the "FACT Act"). Section 214 of the FACT Act amends the Fair Credit Reporting Act (the "FCRA") by creating a new section 624 that addresses the use of certain consumer information by affiliates. As a financial holding company, HSBC has many U.S. subsidiaries that engage in consumer lending, including Household Finance Corporation, Household Bank (SB), N.A. and HSBC Bank USA, N.A. HSBC is pleased to have the opportunity to comment on the Proposal.

1. General

Section 624 of the FCRA imposes obligations with respect to the use of certain consumer information shared between affiliates. HSBC believes that the statutory language reflects clear congressional intent in most instances. In most cases the Proposal reflects the statutory requirements and congressional intent. However, in some instances the Proposal does not reflect the plain language of the statute or the intent of Congress. We respectfully suggest that the Proposal be modified as discussed below to reflect more accurately the plain language of the statute.

2. Providing Notice and Opportunity to Opt Out

Section 624 of the FCRA governs the use of certain consumer information received by an entity from an affiliate of such entity ("Receiving Affiliate"). A Receiving Affiliate may not use eligibility information to make or send solicitations unless the consumer has been given notice and an opportunity to opt out of receiving such solicitations. In determining which entity is required to give the notice and opportunity to opt out, the Commission notes in the Supplementary

Information that Section 214 of the FACT Act requires the Commission to consider existing affiliate sharing notification practices, thus suggesting that the entity disclosing information about a consumer to its affiliate ("Disclosing Affiliate") should give the notice because that entity is likely to provide the affiliate sharing opt out notice. While we concur with the Commission's thinking in recognizing that in some cases a Disclosing Affiliate may wish to provide the notice and opportunity to opt out as part of its affiliate sharing opt out notice, the imposition of an obligation on the Disclosing Affiliate to provide such notice goes beyond the plain language of the statute. The FCRA does not impose any direct obligation on a specific party to provide the consumer with a notice and opportunity to opt out. Rather the statute imposes obligations only on the receiving Affiliate if it uses eligibility information to make a solicitation without the consumer having received a notice and opportunity to opt out.

HSBC believes that the Proposal should allow flexibility for either party to provide the notice and opportunity to opt out provided the notice is clear and conspicuous and appropriately informs consumers of their options under Section 214. Accordingly, HSBC requests that the final rule implementing Section 214 of the Fact Act merely require that notice and the opportunity to opt out be given before a Receiving Affiliate may use eligibility information to make or send solicitations.

3. Examples

HSBC commends the Commission is stating in Section 680.2 that the examples described in the Proposal are not exclusive. HSBC urges the Commission to more clearly state that the examples are illustrative and while compliance with the examples is compliance with 624, the examples do not preclude other methods of compliance.

4. Definitions

"Affiliate". The Proposal defines "affiliate as "any person that is related by common ownership or common corporate control with another person". The Commission notes in the Supplementary Information that the FCRA, the FACT Act and GLB contain a variety of approaches to the term affiliate and recognizes the importance in harmonizing the various definitions of affiliate as much as possible. HSBC agrees with the Commission in this regard and urges it to adopt the definition of "affiliate" contained in the Commission's regulation to implement the Gramm Leach Bliley Act of 1999 ("GLBA"). This will eliminate any ambiguity with respect to how the Commission defines the term across its regulations.

"Clear and Conspicuous". The Proposal requires that the consumer be given a "clear and conspicuous" notice. The Proposal defines the term "clear and conspicuous" to mean "reasonably understandable and designed to call attention to the nature and significance of the information presented". The Supplementary Information describes in detail what constitutes "clear and conspicuous". This

description is similar to the language that had been proposed by the Federal Reserve Board in its proposal to define "clear and conspicuous" and to the definition issued by the Commission pursuant to GLBA. By adopting this definition, the Commission will create significant liability concerns for entities subject to section 624, including class action liability, because Section 624 is enforceable by private right of action as opposed to the provisions of the GLBA which are enforceable through administrative action. The plaintiff's bar is likely to view the Commission's definition and guidance as required elements of a "clear and conspicuous" disclosure. The Federal Reserve Board officially withdrew its proposal to define "clear and conspicuous" in Regulations B, E, M Z and DD based on concerns about the potential litigation risks and compliance burdens.

HSBC does not believe a definition for the term "clear and conspicuous" is necessary because the term is well understood throughout the financial services industry. Compliance with this standard has been required for many years in other notice provisions required under the FCRA, including the affiliate sharing notice in Section 603. Nothing suggests that there has been non-compliance with the "clear and conspicuous" standard throughout the financial industry thus there does not appear to be any need to change the standard in the context of Section 214.

HSBC strongly urges the Commission to delete the definition of "clear and conspicuous from the Proposal as well as the guidance in the Supplementary Information.

"Eligibility Information". The term "eligibility information" is defined as any information the communication of which would be a consumer report if the exclusions from the definitions of "consumer report" in Section 603(d)(2)(A) of the FCRA did not apply. HSBC believes that this definition accurately reflects the statutory language of Section 214 and does not require further definition or explanation. We agree with the Commission's approach and urge the Commission to retain this definition without amendment in the final rule.

"Pre-existing Business Relationship". Section 624 of the FCRA defines a "pre-existing business relationship to mean a relationship between and person and a consumer based on the following: (1) a financial contract between the person and the consumer that is in force; (2) the purchase, rental, or lease by the consumer of that person's goods or services, or a financial transaction (including holding an active account or a policy in force or having another continuing relationship) between the consumer and that person, during the 18 month period immediately preceding the date on which a solicitation covered by Section 624 is made or sent to the consumer; or (3) an inquiry or application by the consumer regarding a product or service offered by that person during the 3-month period immediately preceding the date on which a covered solicitation is made or sent to the consumer. As stated in the Supplementary Information, the Proposal generally tracks the statutory definition contained in Section 624. While we

commend the Commission for closely tracking the definition set forth in the statute, we are concerned with the deletion of certain language from the statutory definition of the term. Specifically, Section 624 states that a pre-existing business relationship" includes a relationship between "a person, *or that person's licensed agent*" and a consumer based on certain interactions. The definition in the Proposal does not include the concept of a relationship between a person's licensed agent and a consumer and there is no explanation for this deviation from the statutory definition. We urge the Commission to include this concept in the language of the final rule which will permit financial institutions to more fully service their customers and is in keeping with congressional intent.

"Solicitation". Section 624 of the FCRA prohibits Receiving Affiliates from using eligibility Information to make or send solicitations to consumers unless the consumer receives a notice and opportunity to opt out. Section 624 defines a "solicitation" as "the marketing of a product or service initiated by a person to a particular consumer that is based on an exchange of [eligibility information], and is intended to encourage the consumer to purchase such product or service, but does not include communications that are directed at the general public or determined not to be a solicitation by the regulations prescribed under this section". We note that the definition of "solicitation" generally follows the statutory definition.

We commend the Commission for including a provision in the Proposal that excludes marketing directed at the general public from the definition of a "solicitation. However, we believe that the Proposal has inadvertently misstated the types of marketing that would not be a "solicitation". Section 680.3(j)(2) of the Proposal states that it would "not include communications that are directed at the general public *and* distributed without the use of eligibility information communicated by an affiliate". We believe that marketing should be excluded if it is directed at the general public *or* if it is distributed without the use of eligibility information. To be a "solicitation under Section 624 and the Proposal, a marketing must be both directed at a particular consumer, and based on the exchange of eligibility information. If a marketing piece has only one of these characteristics, but does not have the other, the marketing piece would not be, by definition, a "solicitation". Therefore, a marketing piece to the general public using eligibility information would not be a "solicitation" nor would a marketing piece to a particular consumer that is not based on eligibility information. HSBC asks the Commission to replace the "and" in the first sentence of Section 680.3(j)(2) with "or" in the final rule.

5. Constructive Sharing

The Commission invites comment on whether "constructive sharing" should be included within the scope of the Proposal. HSBC believes that extending the requirements of notice and opportunity to opt out of affiliate solicitations to situations described by the Commission as "constructive sharing"

extends beyond the scope of Section 624 and should not be addressed in the final rule. It is important to keep in mind that Section 624 does not restrict "sharing"; it restricts "solicitations". In order for the prohibition on making or sending solicitations to apply, the marketing must be based on eligibility information shared between affiliates and the Receiving Affiliate must use that information to make a solicitation. In the example provided by the Commission, the consumer has a relationship with a retailer, and the retailer is affiliated with a finance company. The finance company provides a retailer with specific eligibility criteria, such as consumers having a credit limit in excess of $3,000, for the purpose of having the retailer make solicitations on behalf of the finance company to consumers that meet those criteria. Additionally, the consumer responses provide the finance company with discernible eligibility information, such as a response form that is coded to identify the consumer as an individual who meets the specific eligibility criteria. No information that could be deemed to be eligibility information is shared among affiliates until after the solicitation is made, and then it is provided by the consumer, not the affiliate. Even assuming, arguendo, the consumer's response was deemed to be a "constructive sharing" by the affiliate, it is only in response to a communication initiated by the consumer, which is an exception to the notice and opt out requirements in the statute. The Commission acknowledges that Section 624 does not limit the information that can be provided to an affiliate, but only the use of that information by the affiliate for marketing purposes. In the Commission's example, there is no basis to suggest that the affiliate receives from an affiliate and then uses eligibility information in making or sending a solicitation.

6. Form of Notice

The statutory language of Section 624 requires only that "clear and conspicuous" notice be given to the consumer that information may be communicated among affiliates. Nothing in the language of Section 214 requires that the notice and opportunity for opt out be provided to a consumer in writing. The Commission itself makes this observation in footnote 10 of the Proposal. In drafting section 214, Congress followed the language of the affiliate-sharing provision of the FCRA with the intention that Section 214 would be interpreted consistently with the current operation of the affiliate-sharing provision of the FCRA, which permits oral notices. Accordingly, HSBC requests that the final rule acknowledge that the notice required by Section 214 may be provided orally.

The Commission invites comment on whether there exists any practical method for meeting the "clear and conspicuous" standard in oral notices. HSBC notes that the Commission has issued regulations in other contexts, (e.g. the Telemarketing Sales Rule) imposing "clear and conspicuous" requirements in connection with oral notices. The Commission has imposed such requirements without providing specific guidance on what constitutes clear and conspicuous notice when the notice is provided orally. We are not aware of any difficulties the Commission has encountered in enforcing its requirements. Therefore, HSBC

strongly urges the Commission to refrain from including in the final rule and its Supplementary Information any definition or guidance on what constitutes "clear and conspicuous" notice regarding oral notices.

7. Exceptions

Section 624 contains several exceptions to the notice and opt-out requirements and examples thereof. Unless otherwise noted below, HSBC generally agrees with the Commission's interpretation of these exceptions.

Service Provider

The notice and opt-out requirements of Section 624 do not apply in connection with "using information to perform services on behalf of another [affiliate], except that this subparagraph shall not be construed as permitting a person to send solicitations on behalf of another person, if such other person would not be permitted to send the solicitation on its own behalf as a result of the" consumer's opt out. Section 680.20(c)(3) of the Proposal implements this exception which is intended to allow a company to use its own affiliates to perform services that the company could perform itself. The Proposal appears to make the exception more complicated than necessary by deviating from the statutory language and inserting concepts relating to solicitations on one's own behalf. We do not believe it is necessary to address that situation because the exception applies only to "perform[ing] services on behalf of an affiliate." We ask the Commission to revise the final rule accordingly.

Communications Initiated by the Consumer

Another exception to the notice and opt-out requirements of Section 624 is "using information in direct response to a communication initiated by a consumer in which the consumer has requested information about a product or service." The Proposal states this exception as "in response to a communication initiated by the consumer orally, electronically, or in writing." HSBC agrees that most communications will probably be in one of the aforementioned forms. However, the statutory exception does not preclude communications initiated by a consumer through other means. Therefore, HSBC believes that the Proposal, likewise, should not preclude any form of communication from qualifying for this exception. Accordingly, HSBC requests that the Commission delete the words "orally, electronically, or in writing" from Section 680.20(c)(4) of the final rule.

The Supplementary Information to the Proposed Rule states that to be covered by this exception, use of the eligibility information must be "responsive to the communication initiated by the consumer". For example, if a consumer calls an affiliate to ask about retail locations and hours, the affiliate may not then use eligibility information to make solicitations to the consumer about specific products because those solicitations would not be responsive to the consumer's solicitation. This construction is not supported by either the language of Section

624 or the intent of Congress with respect to scope of this exception. The Commission acknowledges that whether a communication is responsive to a consumer's inquiry is based on the particular facts and circumstances of the inquiry. Accordingly, in practice, the determination of what is responsive to a consumer inquiry will be made by individual customer service representatives that have contact with consumers and thus, realistically, will lead to widely inconsistent judgments about what is "responsive". This interpretation creates a vague standard that will subject companies to inappropriate compliance risk. In addition, when a consumer initiates contact with a Receiving Affiliate, the consumer is exercising control of its relationship with that entity. Therefore restricting the communication of the Receiving Affiliate is not justified by the purpose of Section 624.

Finally, the Supplementary Information provides that if a consumer returns a call made by a Receiving Affiliate in response to a message left by such affiliate, the return call would not be considered "a communication initiated" by a consumer. We disagree with this interpretation. As a policy matter, no consumer is obligated to return a message left by a Receiving Affiliate and by affirmatively electing to do so the consumer elects to initiate a communication with the Receiving Affiliate. Any call made by a consumer to a Receiving Affiliate (whether in response to a message from that affiliate or otherwise) should be considered "a communication initiated" by a consumer and therefore fall under the exception. This interpretation would require inbound customer service representatives to ascertain (for all calls) whether the customer was responding to a message or was calling as the result of some other reason. This would impose additional processes in all customer services calls that would inconvenience the consumer as well as the affiliate, for no consumer benefit. The consumer just wants to get the information he wants.

Solicitations Authorized by the Consumer

Another exception to the notice and opt-out requirements of Section 624 is using information in response to solicitations authorized or requested by the consumer. Section 680.20(c)(5) of the Proposal states this exception as using information in response to an "affirmative authorization or request by the consumer orally, electronically, or in writing to receive a solicitation". The Proposal would require the authorization to be "affirmative". Further, the Supplementary Information states that "a pre-selected check box would not satisfy the requirement for an affirmative authorization or request".

The language in Section 214(a)(4)(e) merely requires that the communication be authorized or requested by the consumer rather than "affirmatively" authorized or requested. There is no support in the language of Section 214 requiring the consumer to provide "affirmative" authorization for an affiliate to be exempt from the notice and opt-out requirements. Further, if Congress had intended to limit the methods by which a consumer would be permitted to provide authorization or request, it could have done so in the statute.

We also note that the interpretation provided by the Commission deviates significantly from a similar provision in the GLBA. In this regard, an exception to the notice and opt-out requirements under the GLBA is provided for disclosures made pursuant to the consumer's consent. In providing for regulations implementing the GLBA, the Commission *specifically declined* to require affirmative consent in order to qualify for the GLBA's consent exception. HSBC requests that the word "affirmatively" be deleted from Section 680.20(c)(5) and that the prohibition on pre-selected check boxes be removed from the Supplementary Information accompanying the final rule.

The language of this exception is limited to authorizations and requests made orally, electronically or in writing. For the reasons discussed above with respect to communications initiated by the consumer, HSBC requests that the Commission delete the words "orally, electronically, or in writing to receive a solicitation" in the final rule.

8. Prospective Application

The Proposal states that the "provisions of this part shall not prohibit your affiliate from using eligibility information communicated by you to make or send solicitations to a consumer if such information *was received by your affiliate* prior to" the mandatory compliance date in the final rule. (Emphasis added.) The statutory language states that the statute does not prohibit the use of information to send a solicitation if such information "*was received*" prior to the date on which persons are required to comply with the final rule. (Emphasis added.) We do not believe that the Proposal's requirement that the information be "received by the affiliate" is supported by the statutory language. Congress intended to grandfather the use of all eligibility information shared within a corporate family prior to the mandatory compliance date. To require that a particular affiliate actually receive such information before such information qualifies for the grandfather exception would have the unintended and costly consequence of corporate families that are subject to Section 624 and its implementing regulations transferring eligibility information of each member of a corporate family to each other member of the corporate family prior to the mandatory compliance date. Accordingly, HSBC requests that the final rule clarify that an affiliate shall be deemed to have received "eligibility information" by the compliance date if such information was received by any affiliate of the Receiving Affiliate prior to the mandatory compliance date. Additionally, HSBC requests that the final rule provide that eligibility information received by a service provider of a Receiving Affiliate on or before the mandatory compliance date will be deemed to be received by the Receiving Affiliate for purposes of Section 624.

The Commission also requests comment on whether there is any need to delay the compliance date beyond the effective date. HSBC requests that the compliance date for the rule be at least six months after the effective date of the rule, in order to afford companies sufficient opportunity to incorporate any new disclosures into their GLBA privacy notices under their existing notification

schedules. This time frame for compliance would be similar to the time frame allowed for compliance with the GLBA privacy regulations. Since the complexity involved in complying with Section 624 is similar to that required for compliance with the GLBA privacy regulations, HSBC believes including an additional six months for compliance with the affiliate marketing provisions is justified and reasonable.

9. Contents of Opt-Out Notice

Section 680.21(c) of the Proposal provides that a menu of opt-out alternatives may be provided to allow a consumer to choose to opt out of specific types of solicitations, information used, solicitations from particular affiliates, and delivery methods; provided that one of the opt-out options is "the opportunity to opt out with respect to all affiliates, all eligibility information, and all methods of delivery." Section 624, however, merely requires that the notice shall allow the consumer the opportunity to prohibit all solicitations for marketing purposes. There is no statutory support for requiring any menu of opt-out alternatives to include a single opt-out option allowing a consumer "the opportunity to opt out with respect to all affiliates, all eligibility information, and all methods of delivery." Accordingly, HSBC requests that the provision requiring a menu of opt-out options to include such an option be deleted from the final version of the rule.

10. Reasonable Opportunity to Opt Out

General

Before a Receiving Affiliate uses eligibility information communicated by another affiliate to make or send solicitations to a consumer, the consumer must be provided a reasonable opportunity, following the delivery of the opt out notice, to opt out of such use by the Receiving Affiliate. The Proposal provides examples of what it considers reasonable opportunities to opt out. HSBC is concerned that the examples/safe harbors which, except for the "at the time of an electronic transaction" example, refer only to a 30-day time period to opt out, would be construed not as examples, but as a requirement to allow for 30 days to opt out. It is our experience under the GLBA regulations that the examples of 30-day time period, in practice, have been construed to generally require that covered entities provide consumers no less than 30 days to exercise an opt out. HSBC's concerns about this issue are increased in the context of Section 624 because, as discussed above, Section 624 is enforceable by private right of action and plaintiffs' attorneys are likely to attempt to elevate the 30-day safe harbor into a mandatory time period.

In the event that the final rule retains such examples, HSBC requests that the example regarding the opportunity to opt out at the time of an electronic transaction be expanded to apply to all transaction channels (e.g., telephone, mail, ATM, in person). We cannot identify any reason why the example should be limited to electronic transactions.

Inclusion of an Opt In

The Commission included as an example of a reasonable opportunity to opt out the affirmative consent by a consumer to receive solicitations; essentially an opt in. As discussed above, Section 624 provides an exception from the notice and opt-out requirements where a consumer authorizes or requests solicitations from the Receiving Affiliate. Further, as discussed with reference to the exception relating to consumer authorization or requests above, to qualify for this exception, the consent of a consumer to receive solicitations need not be "affirmative." The Commission appears to equate obtaining an opt in as an opt out for purposes of the Proposal. Further, in Section 680.22(b)(4) of the Proposal, the Commission appears to take the view that providing a Section 624 notice with a GLBA notice, which complies with the GLBA provisions for notice and opt out would constitute a reasonable opportunity to opt out for purposes of Section 624. As noted above, the GLBA provisions merely require consent of the consumer and do not require affirmative consent or specify the methods of consent that are permissible or impermissible. Therefore, HSBC requests that the Commission delete Section 680.22(b)(5) from the final rule.

Disclosure of Time Period to Effect an Opt Out

The Commission requested comment on whether the final rule should require the Section 624 notice to disclose the time period a consumer has to effect an opt out. HSBC does not believe such a disclosure should be required in the final rule. No such disclosure is required by the statutory language of Section 624. Congress specified what should be included in the opt out notice and Congress did not specify that the notice should include the time period for opt out. Further, Congress intended for the notice to be one that could be consolidated in the notice required under the GLBA which does not require a covered entity to disclose such information. Finally, to contain the costs associated with compliance, covered entities may generally prefer to draft a single notice applicable to all methods of delivery and all transactions. Since the Proposal does not specify a mandatory time period for opt out, but rather takes a facts-and-circumstances approach, a requirement to disclose the applicable time frame for opt out could require covered entities to draft and print several notices; a burden and cost that is not outweighed by any consumer benefit.

11. Delivery of Opt-Out Notices

HSBC commends the Commission for recognizing in the Proposal that providing actual notice to each consumer is not an obtainable goal and therefore does not require actual notice, but rather provides for delivery methods that can reasonably be expected to reach the consumer. HSBC urges the Commission to retain this approach in the final rule. HSBC also applauds the Commission with respect to the inclusion of the joint opt-out notice provisions that allow a corporate family to provide a single notice that would be effective for all entities

within the corporate family. HSBC urges the Commission to retain these provisions in the final rule.

12. Duration and Effect of Opt Out

Revocation of an Opt-Out Election. Although Section 624 requires the minimum opt-out period offered to a consumer to be five years, Section 624 specifically provides that the duration of an opt-out period elected by a consumer may be shortened upon the revocation of the opt out by the consumer. Section 680.25(a) of the Proposal merely refers to an opt-out period "of at least 5 years" and does not refer to the allowance of a shorter opt-out period if the consumer revokes the opt out. We believes that this result was not intended by the Commission and request that the final rule include a clear statement that an opt-out period may be shortened by the election of a consumer to revoke an opt-out election.

Termination of Relationship. Section 680.25(d) provides that if a consumer's relationship with an entity terminates when an opt-out election is in force, the opt out will apply indefinitely, unless the consumer revokes the opt out. No such provision is included in Section 624, which simply provides that the minimum duration of an opt-out period is five years. Section 624 and the Proposal provide that upon expiration of an opt-out election, another notice and opportunity to extend the opt-out period must be provided. If the notice and opt out is not provided, the consumer's initial opt-out election will remain in force unless revoked by the consumer. HSBC believes that Section 680.25(d) is not supported by the statutory language and is unnecessary for the protection of consumers in view of the extension of opt-out provisions set forth in the statute. Therefore, HSBC requests that Section 680.25(d) be deleted from the final rule.

Opting Out at Account Level. The Commission states that an opt out is not tied to the information, but that it is tied to the consumer. HSBC requests that the Commission clarify this approach to ensure its consistency with the GLBA and the statutory language. In particular, we believe that companies should have the opportunity to implement the consumer's opt out at the account level, as opposed to linking the opt out to the consumer. For example, if a consumer opts out during a relationship with a company, ends the relationship, and years later enters into a new relationship with the company, the original opt out would not apply to the new relationship (*e.g.*, the new account). Such an approach is consistent with the approach taken by the Commission with respect to the GLBA. We also believe this approach is consistent with the statutory language allowing companies to provide a menu of opt outs with respect to varying types of information (*e.g.*, information pertaining to different accounts). We ask the Commission to adopt this approach with respect to the final rule.

13. Extension of Opt Out

Section 680.26(c)(1) of the Proposal requires that text be included in the notice provided upon expiration of a consumer's original opt-out election explaining that the consumer's prior opt-out election is about to expire or has expired. The statutory language of Section 624 merely requires a notice and opportunity to opt out upon expiration of a prior opt-out election. The statute does not dictate the content of such notice nor does it require that the content be different from that contained in the original notice. A requirement of different text in an extension notice would increase the costs and burdens associated with compliance with Section 624 by requiring covered entities to draft and print multiple notices and develop systems to alternate notices as necessary. HSBC believes that this additional requirement would not provide any additional benefit to the consumers. HSBC believes that the text provided in the initial notice and opt out gives a consumer all the information necessary to inform the consumer of the rights afforded to consumers under Section 624 and to elect to continue to opt out of receiving solicitations from Receiving Affiliates. Accordingly, HSBC requests that the requirement of separate text for an election to extend an opt out be deleted from the final rule.

14. Consolidated and Equivalent Notices

HSBC believes that the provisions related to consolidated and equivalent notices reflect the language of Section 624 and the intent of Congress. Therefore, HSBC urges the Commission to retain these provisions, without amendment, in the final rule.

HSBC and its subsidiaries appreciate this opportunity to comment on the Proposed Rule. If you have any questions regarding this letter, please feel free to contact me at (847) 564-7067.

Sincerely,

Paula S. Ferguson
General Counsel
Credit Card Services